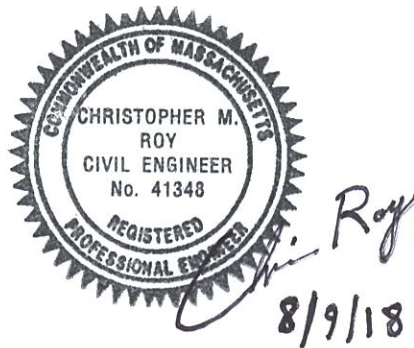


Hull, MA  
**2018 Pavement Rehabilitation Contract**  
*August 9, 2018*

**Bidding Requirements, Bond Forms, Contract Agreement,  
Conditions of the Contract and Technical Specifications**

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Professional Registration No.: 41348



315 Norwood Park South  
2nd Floor  
Norwood, Massachusetts 02062  
781.255.1982  
[www.BETA-Inc.com](http://www.BETA-Inc.com)

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**TOWN OF HULL, MASSACHUSETTS  
2018 PAVEMENT REHABILITATION CONTRACT**

**DIVISION 0  
BID REQUIREMENTS, FORMS & CONDITIONS OF CONTRACT**

**SECTION 00010  
NOTICE TO BIDDERS**

The Town of Hull invites sealed bids for the Town of Hull, Massachusetts, “2018 Pavement Rehabilitation Contract”, in accordance with the Contract Documents prepared by BETA Group Inc, Consulting Engineers, 315 Norwood Park South, Norwood, MA 02062.

Bids will be received at the Community Development and Planning Office, Town Hall, 253 Atlantic Avenue, Hull, MA 02045, **until 3 PM local time on August 29, 2018**, at which time and place, said Bids will be publicly opened and read aloud.

The location, general characteristics, and principal details of the Work are indicated in a set of bid documents, entitled “**2018 Pavement Rehabilitation Contract**”.

The work to be done under this contract consists of furnishing all necessary labor, materials and equipment required for pavement rehabilitation and related improvements of Nantasket Avenue from H Street to Y Street for an approximate length of 3,400 feet.

The work includes full depth box widening, pavement milling, hot mix asphalt paving, utility structure adjustments, granite curb, cement concrete sidewalks and wheelchair ramps, pavement markings, safety controls and signing for construction operations and other incidental items included in the contract documents.

The contract time shall be 60 calendar days from start date fixed in the Notice to Proceed.

Bid Security: Certified, treasurer's or cashier's check or bid bond in the sum of five (5) percent of the Total Bid is required.

Contract Documents may be examined and obtained at the Community Development and Planning Office, Town Hall, 253 Atlantic Avenue, Hull, MA 02045. Electronic copies will be distributed in PDF format by email for no charge. Hard copies can be obtained upon a non-refundable payment in the amount of Twenty Five Dollars and Zero Cents (\$25.00) for each set. Payment shall be by Treasurer's check, Cashier's check, Corporate check, money order or Cash made payable to **The Town of Hull**. Hard copies can be picked up between the hours of 8:30 am and 4:00 pm Monday-Thursday. Contact Sarah Clarren at [sclarren@town.hull.ma.us](mailto:sclarren@town.hull.ma.us) or 781.925.3595 to request the Contract Documents.

Contract Documents may be examined, but not obtained, at the offices of BETA Group, Inc., Consulting Engineers, 315 Norwood Park South, Norwood, Massachusetts, 02062.

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

Direct all inquiries to Chris Roy, P.E., Senior Project Manager, BETA Group, Inc., (781) 255-1982.

All Bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under this Contract as determined by the Department of Labor and Industries under provisions of the Massachusetts General Laws Chapter 149, Section 26-27D, inclusive, as amended.

No Bidder may withdraw his bid within Ninety (90) days after the actual date of the opening thereof. The successful Bidder must furnish 100 percent Performance and Labor & Materials Bonds.

The Owner and Engineer, being considered the sole and only judge, reserves the right to waive any informalities in, or to reject, any or all bids, should the Owner deem it to be in the Owner's best interest to do so.

TOWN OF HULL, MASSACHUSETTS  
Mr. Philip Lemnios, Town Manager

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**SECTION 00200****INFORMATION FOR BIDDERS**

- 1.01 Receipt and Opening of Bids
- 1.02 Location and Work to be Done
- 1.03 Contract Documents
- 1.04 Payments for Drawings and Documents
- 1.05 Questions Regarding Drawings and Documents
- 1.06 Pre-Bid Conference
- 1.07 Bidders to Investigate
- 1.08 Information Not Guaranteed
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- 1.10 Blank Form for Bid
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**1.01 RECEIPT AND OPENING OF BIDS**

- A. The Town of Hull, Massachusetts, herein called the Owner, acting through its Community Development and Planning Office invites sealed bids for the **“2018 Pavement Rehabilitation Contract”**, in accordance with the Contract Documents prepared by BETA Group, Inc., Consulting Engineers, 315 Norwood Park South, Norwood, MA 02062.

- B. Such Bids, submitted in sealed envelopes plainly marked in the upper left hand corner with the Bidder's name and address. Plainly marked in the lower left hand corner with the date and time of opening, are to be addressed to:

Community Development and Planning Office  
Town Hall  
253 Atlantic Avenue  
Hull, MA 02045  
Attention: Chris DiIorio

Endorsed: **"2018 Pavement Rehabilitation Contract"**.

Delivered by: 3 PM local time on August 29, 2018, at which time and place, said Bids will be publicly opened and read aloud.

- C. The Owner may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Conditional or qualified Bids will not be accepted. Any Bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

#### 1.02 LOCATION AND WORK TO BE DONE

- A. The location, general characteristics, and principal details of the Work are indicated in a set of drawings, entitled **"2018 Pavement Rehabilitation Contract"** for pavement rehabilitation and related improvements of Nantasket Avenue from H Street to Y Street for an approximate length of 3,400 feet.
- B. Details and the Drawings listed above are the Contract Drawings, sometimes referred to herein as the "Drawings".
- C. Additional drawings showing details in accordance with which the Work is to be done will be furnished from time to time by the Engineer, if found necessary, and shall then become part of the Drawings.
- D. The Contractor shall furnish all labor, services, materials, equipment, plant machinery, apparatus, appliances, tools, supplies and all other things necessary to perform all work required for the completion of each item of the Work and as herein specified.
- E. 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.

#### 1.03 CONTRACT DOCUMENTS

- A. The Contract Documents, INFORMATION FOR BIDDERS, SPECIFICATIONS, and forms for BID, AGREEMENT, BONDS and DRAWINGS may be obtained

from the Community Development and Planning Office, Town Hall, 253 Atlantic Avenue, Hull, MA 02045. Electronic copies will be distributed in PDF format by email for no charge. Hard copies can be obtained upon a non-refundable payment in the amount of Twenty Five Dollars and Zero Cents (\$25.00) for each set. Payment shall be by Treasurer's check, Cashier's check, Corporate check, money order or Cash made payable to The Town of Hull. Hard copies can be picked up between the hours of 8:30 am and 4:00 pm Monday-Thursday. Contact Sarah Clarren at [sclarren@town.hull.ma.us](mailto:sclarren@town.hull.ma.us) or 781.925.3595 to request the Contract Documents.

- B. The Contract Documents may also be examined, but not obtained, during regular business hours, at the offices of the BETA Group Inc., 315 Norwood Park South Norwood, MA 02062, Telephone No. (781) 255-1982.

#### 1.04 PAYMENT FOR DRAWINGS AND DOCUMENTS

- A. Electronic copies will be distributed in PDF format by email for no charge. Hard copies can be obtained upon a non-refundable payment in the amount of Twenty Five Dollars and Zero Cents (\$25.00) for each set. Payment shall be by Treasurer's check, Cashier's check, Corporate check, money order or Cash made payable to The Town of Hull.

#### 1.05 QUESTIONS REGARDING DRAWINGS AND DOCUMENTS

- A. In general, no answer will be given to prospective bidders in reply to an oral question of the intent or meaning of the Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the Drawings or in the Specifications. Any information given to bidders, other than by means of the Drawings and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of, nor shall the giving of any such information entitle the bidder to assert any claim or demand against the Owner or the Engineer on account thereof.
- B. To receive consideration, such questions shall be submitted in writing or faxed to the Engineer (for this purpose, BETA Group, Inc., 315 Norwood Park South Norwood, MA 02062, Telephone No. (781) 255-1982 or Fax No. (781) 255-1974, at least seven calendar days before the established date for receipt of Bids. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general, the Engineer will neither approve nor disapprove particular products prior to the opening of Bids; such products will be considered when offered by the Contractor for incorporation into the Work.
- C. The Engineer will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least five days prior



to the receipt of Bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Drawings and other Contract Documents.

- D. The Contractor agrees to use the products and methods designated or described in the Specifications, as maybe amended by Addenda.

#### 1.06 PRE BID CONFERENCE (N/A)

#### 1.07 BIDDERS TO INVESTIGATE

- A. Bidders are required to submit their Bids upon the following express conditions, which shall apply to and be deemed a part of every Bid received, viz.: Bidders must satisfy themselves by personal examination of the Work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work and difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

#### 1.08 INFORMATION NOT GUARANTEED

- A. All information given on the Drawings or in the other Contract Drawings 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 bidders and is not guaranteed.
- B. 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 on the Drawings or in the other Contract Documents.
- C. It is agreed further 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 Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

#### 1.09 CONDITIONS OF WORK

- A. Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed; failure to do so will not relieve the successful bidder of his obligation to furnish all materials and all labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his bid. Insofar as possible, the Contractor, in the carrying out of his work, shall employ such methods or means as will not cause any interruption of or

interference with: the operation of the existing sewer; traffic; use of existing facilities and utilities; locations of existing utilities and structures affecting the work or other similar conditions at the site; character of equipment and facilities needed preliminary to and during prosecution of the work; requirements of owners and controlling authorities, having jurisdiction over the various lands, existing structures, facilities, and utilities; and all other conditions affecting the work to be done, and the labor and materials needed; and he shall make his bid in sole reliance thereon; and shall not, at any time after submission of a bid, assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

#### 1.10 BLANK FORM FOR BID

A. Each bid must be submitted on the prescribed form, accompanied by the Bid Security and any other requested information. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and numerical figures, and be signed by the bidder with his business address and place of residence. Where both written words and numerical figures are given, the written words shall apply in the event of conflict. All bids shall be prepared in conformity with, and based upon and submitted subject to, all requirements of the Specifications and Drawings, together with all addenda thereto.

**B. Bidders shall follow direction of digital copy to submit their bids.**

#### 1.11 WITHDRAWAL OF BIDS

A. Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the Owner for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within Forty-Five (45) consecutive calendar days after the actual date of the opening of Bids.

B. Upon proper written request and identification, Bids may be withdrawn only as follows:

- At any time prior to the designated time for the opening of Bids.
- Provided the Bid has not theretofore been accepted by the Owner, at any time subsequent to the expiration of the period during, which the bidder has agreed not to withdraw his Bid.

C. Unless a Bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by both parties thereto or until the Owner notifies a bidder in writing that his Bid is rejected or that the Owner does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

### 1.12 BID SECURITY

- A. Each bid must be accompanied by a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company and payable to the order of the Owner, or by a bid bond prepared on the form of BID BOND attached hereto duly executed and acknowledged by the bidder, as Principal, and by a surety company qualified to do business in the State of Massachusetts and satisfactory to the Owner, as Surety. The check or bid bond shall be in the sum of five (5) percent of the total bid and shall be enclosed in the sealed envelope containing the Bid.
- B. Each such check or bid bond may be held by the Owner as security for the fulfillment of the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, his bid check shall become the property of the Owner or if a bid bond was furnished, the bid bond shall become payable to the Owner, as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided, or if the security is a bid bond, the bid bond shall become null and void.
- C. Bid checks will be returned to all except the three lowest bidders within five (5) days, Sundays and legal holidays excluded, after the opening of Bids, and to the three lowest bidders within five (5) days, Sunday and legal holidays excluded, after the Owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the Owner within 90 consecutive calendar days after the opening of Bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his Bid.
- D. Bid checks accompanying Bids, which are rejected, will be returned within five (5) days, Sundays and legal holidays excluded, after rejection.
- E. None of the three lowest Bids shall be deemed rejected, notwithstanding acceptance of any Bid, until the AGREEMENT has been executed by both the Owner and the accepted bidder.

### 1.13 INTERESTED PARTIES TO CONTRACT

- A. The undersigned declares; that the only person interested this Bid as principals are named herein as such; that no official of the Owner and no person acting for or employed by the Owner is interested directly or indirectly in this Bid, or in any contract which may be made under it, or in any expected profits to arise therefrom; that this Bid is made in good faith, without fraud, collusion or connection with any other person bidding or refraining from bidding for the same work; that he has examined carefully the said instructions and all other documents bound herewith and the Contract Drawings relating to the Contract covered by this Bid and hereby makes them part of this Bid; that he has informed himself fully in regard to all conditions pertaining to the work and place where it is to be done; and that he has made his own examination and carefully checked his estimates for cost and from them makes this Bid.

#### 1.14 ABILITY AND EXPERIENCE OF BIDDER

- A. No award will be made to any bidder who cannot satisfy the Owner 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 Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work; and the bidder shall furnish to the Engineer and the Owner all such information and data for this purpose as the Engineer and the Owner may request.
- B. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein within the time stated. The Owner's decision or judgment on these matters shall be final, conclusive, and binding for all parties involved.

#### 1.15 BIDS

- A. The Owner reserves the right to waive any informalities in, or to reject any or all 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, alternative, or similar irregularities, or the Owner may waive such omissions, conditions, or irregularities as he may feel appropriate.
- B. Conditional bids will not be accepted. Bidder(s) will be disqualified if more than one proposal is received from an individual, firm, partnership, corporation or association, under the same or different names and such proposals will not be considered.
- C. The Owner reserves the right to reject any or all Bids, should the Owner deem it to be in the public interest to do so.

#### 1.16 COMPARISON OF BIDS

- A. Bids will be compared on the basis of the experience and competence of the bidders and on the basis of the totals of the quantities listed in the proposal under the enumerated items at the unit prices or lump sums bid for these items. The Contract will be awarded to the lowest responsive, responsible and eligible bidder as determined by the Owner and/or its authorized representatives or agents. However, the Owner may reject any and all bids, if it is in the public interest to do so.
- B. The term, "Lowest responsive, responsible and eligible bidder," shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the Work; 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.
- C. Bids should be made on each separate item of work shown in the bid (proposal) with reasonable relation to the probable cost of doing the work included in such

items. The Owner reserves the right to reject, wholly, any bid on which an item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions for the Work are increased or decreased as provided in the Contract Documents.

- D. A bidder shall state the proposed price for the work by which the bids will be compared. This price is to cover all expenses incidental to the completion of the work in full conformity with the Contract, Specifications, and Drawings. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the lump-sum or unit prices written in words and numerical figures, the prices written in words shall govern. No bid will be accepted which does not contain a unit price or lump sum as indicated for each of the applicable items enumerated in the proposal form.

#### 1.17 ITEMS AND INDETERMINATE ITEMS

- A. The Work to be done under this Contract has been divided into parts or items to enable each bidder to bid on different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though such quantity may be greater or less than the estimated quantity stated in the BID.
- B. The quantities listed in the bid (proposal) are approximate. The Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty in the quantities of the work involved which can not be predicted in advance. The work under certain items may be materially greater or less than those given in the Bid as may be necessary in the judgment of the Owner complete the work contemplated in the Contract. Attention is particularly called to the fact that the quantity of work to be done under some bid items may be largely dependent on subsurface ground conditions encountered and, therefore, the quantities of work to be done under the various items may vary substantially from the estimated quantities or may even be omitted.
- C. There may be certain items in the Bid to cover classes of work of possible necessity or work for which it is impractical to estimate approximate quantities. Such items have been marked "Indeterminate". Prices for certain such items have been stipulated in advance by the Owner as stated in the Bid Proposal Form.
- D. Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

#### 1.18 REDUCTION IN SCOPE OF WORK

- A. The Owner reserves the right to decrease the scope of the work to be done under this Contract and to omit any work in order to bring the cost within available

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

#### 1.19 CONTRACT BONDS

- A. The Bidder whose Bid is accepted agrees to furnish the Contract Bonds in the forms which follow in Section 00600, titled CONTRACT BONDS, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Engineer, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified **and authorized** to do business **in and** under the laws of Massachusetts and satisfactory to the Owner, as Surety, for the faithful performance of the contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.
- B. Surety Companies executing the Contract Bonds must also appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts.

#### 1.20 POWER OF ATTORNEY

- A. Attorneys-in-fact, who sign Bid Bonds or Contract Bonds, must file with each Bond a certified and effectively dated copy of their power of attorney.

#### 1.21 EXECUTION OF AGREEMENT

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

#### 1.22 INSURANCE CERTIFICATES

- A. The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances called for under the Agreement, SECTION 00500. The Contractor shall submit said certificates using the forms supplied under said subsection. **All insurance shall be issued by companies authorized to do business in Massachusetts.**

### 1.23 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The bidder must agree to commence work on or before the date specified in the written "NOTICE TO PROCEED" issued by the Owner, and/or Engineer acting on behalf of the Owner, and to fully complete the project within the time specified in **Table A** of the Agreement, after the date specified in the written "NOTICE TO PROCEED" as stipulated in **Table A** of the AGREEMENT. The bidder must further agree to pay as liquidated damages to the Owner, the sum as specified in **Table A** of the Agreement for each consecutive calendar day thereafter as hereafter provided in the AGREEMENT.

### 1.24 LAWS AND REGULATIONS

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

### 1.25 WORK ON STATE, MUNICIPAL AND PRIVATE PROPERTY

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

### 1.26 STATE SALES AND USE TAX

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

### 1.27 MANUFACTURER'S EXPERIENCE

- A. 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 may be considered by the Owner and/or Engineer if the equipment supplier or manufacturer is willing to provide a sufficient bond or cash deposit as determined by the Owner and/or Engineer for the duration of the specified time period which will guarantee full replacement of that equipment in the event of failure at no additional cost to the Owner.

## 1.28 PROTECTION OF LIVES AND HEALTH

- A. The project is subject to all of the Safety and Health Regulations as promulgated by the United States Department of Labor (Title 29, Part 1926/1910 CFR, 1985 revisions); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as supplemented by the Department of Labor Regulations (Title 29 CFR Part 5); and OSHA 2207, 1983 revisions; and all subsequent amendments thereto. Contractors are urged to make themselves familiar with the requirements of these regulations.

## 1.29 NONDISCRIMINATION IN EMPLOYMENT

- A. Contracts for work under this bid (proposal) will obligate the Contractors and subcontractors not to discriminate in employment practices.
- B. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading; demotions, or transfers; recruitment or recruitment advertising, layoffs, or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and education activities. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Contract so that such provisions will be binding upon each sub-contractor and upon sub-contracts for standard commercial supplies or raw materials.
- C. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Owner may require as consistent with Federal and State law. The Contractor agrees to comply with such rules, regulations, or guidelines as the State of Massachusetts may implement these requirements. The Contractor further warrants that he will comply with the President's Executive Order No. 11246 or any preceding similar Executive Order relating thereto.
- D. Bidders and Contractors must, if required, submit a compliance report (EPA Form 5720-4) concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- E. Bidders and Contractors must, if required, submit a list of all Subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the



work, together with any information to the effect that such labor pools' practices or policies are in conformity with said Executive Order that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

- F. The successful bidder will be required to comply with Equal Opportunity Requirements and to abide by the prevailing wage rates for Public Work Projects for all employees on the job. It is the responsibility of Bidders to inform themselves as to the local labor conditions, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of wage rates. Information is available at the Department of Labor.

### 1.30 SEQUENCE OF OPERATIONS

- A. The Contractor must submit to the Engineer within fourteen (14) calendar days after execution of the Contractor Documents, a sequence of operations, giving detailed plans and schedules of his operation. Said sequence of operations shall be reviewed and must be approved by the Owner and Engineer prior to the start of the Work. The Owner reserves the right to limit or, if found necessary and/or required, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest to do so.
- B. The Contractor shall have no claim for additional compensation or damage on account of any such delays and/or required sequence of operations.
- C. The Contractor shall maintain uninterrupted utility services at all times, and plan his work accordingly.
- D. The Contractor shall coordinate his activities with any other contract and/or contractor to complete the Work as detailed on the Plans and Specifications.

### 1.31 WETLANDS AND WATERWAYS

- A. The Contractor's attention is directed to the fact that a portion of the work may be located within and/or immediately adjacent to wetlands and waterways. Work within these areas is subject to the jurisdiction of the Massachusetts Department of Environmental Protection. All requirements and/or control measures deemed necessary by the Department shall be strictly adhered to throughout the duration of this Contract.
- B. The Contractor shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of requirements set forth by the Department of Environmental Management and Coastal Resource Management Council regarding the wetlands and waterways encountered during construction.

### 1.32 MASSACHUSETTS WAGE RATES

- A. Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. See the APPENDIX for Prevailing Wage Rates.

**SECTION 00300****BID PROPSAL**

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

**Town of Hull, Massachusetts  
"2018 Pavement Rehabilitation Contract"**

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

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

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

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

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

The Bidder whose Bid is accepted agrees to furnish the Contract Bonds in the forms which follow in Section 00600, titled CONTRACT BONDS, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Engineer, and duly executed and acknowledged by the said bidder, as Principal, and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

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

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

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

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

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

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

**The Bid Form for this contract consists of Part A. - BASE BID and Part B. - ADDITIVE BID #1. The BASE BID consists of work on Nantasket Avenue from H Street to Y Street excluding the work included in ADDITIVE BID #1. The ADDITIVE BID #1 consists of the work in front of the Cumberland Farms located on Nantasket Avenue between R Street and S Street.**

All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern. All prices shall be typewritten or written by hand (printed) in ink.

Town reserves the right to accept or reject the ADDITIVE BID and to determine the lowest responsible and eligible bidder on the basis of the BASE BID or the sum of the BASE BID and the ADDITIVE BID. The low bidder for purpose of award shall be the lowest amount for the BASE BID and /or the accepted ADDITIVE BID within the funds available.

**Unit Prices bid in the ADDITIVE BID shall be the same as the Unit Prices bid for the same items in the BASE BID.**

**PART A – BASE BID ITEMS**

| Item No. | Approx Qty. | Item Description                        | Unit Price |       | Amount  |       |
|----------|-------------|---|------------|-------|---------|-------|
|          |             |   | Dollars    | Cents | Dollars | Cents |
| 103.     | 18          | Tree Removed – Diameter under 24 inches |            |       |         |       |
|          |             | Per Each                                |            |       |         |       |
| 120.1    | 130         | Unclassified Excavation                 |            |       |         |       |
|          |             | Per Cubic Yard                          |            |       |         |       |
| 129.     | 14,200      | Pavement Milling                        |            |       |         |       |
|          |             | Per Square Yard                         |            |       |         |       |
| 141.1    | 50          | Test Pit for Exploration                |            |       |         |       |
|          |             | Per Cubic Yard                          |            |       |         |       |
| 151.     | 80          | Gravel Borrow                           |            |       |         |       |
|          |             | Per Cubic Yard                          |            |       |         |       |
| 156.     | 50          | Crushed Stone                           |            |       |         |       |
|          |             | Per Ton                                 |            |       |         |       |
| 204.     | 2           | Gutter Inlet                            |            |       |         |       |
|          |             | Per Each                                |            |       |         |       |
| 220.11   | 55          | Structure Adjusted                      |            |       |         |       |
|          |             | Per Each                                |            |       |         |       |

## BASE BID ITEMS (Continued)

| Item No. | Approx Qty. | Item Description                                | Unit Price |       | Amount  |       |
|----------|-------------|---|------------|-------|---------|-------|
|          |             |   | Dollars    | Cents | Dollars | Cents |
| 220.2    | 10          | Structure Rebuilt                               |            |       |         |       |
|          |             | Per Foot  |            |       |         |       |
| 222.3    | 5           | Frame and Grate (or Cover) Municipal Standard   |            |       |         |       |
|          |             | Per Each  |            |       |         |       |
| 238.1    | 50          | 10 Inch Ductile Iron Pipe                       |            |       |         |       |
|          |             | Per Foot  |            |       |         |       |
| 431.1    | 50          | High Early Strength Cement Concrete Base Course |            |       |         |       |
|          |             | Per Cubic Yard                                  |            |       |         |       |
| 440.     | 4,050       | Calcium Chloride for Roadway Dust Control       |            |       |         |       |
|          |             | Per Pound                                       |            |       |         |       |
| 460.     | 2,050       | Hot Mix Asphalt                                 |            |       |         |       |
|          |             | Per Ton   |            |       |         |       |
| 464.5    | 16,000      | Hot Poured Rubberized Asphalt Sealer            |            |       |         |       |
|          |             | Per Foot  |            |       |         |       |
| 472.     | 100         | Hot Mix Asphalt for Miscellaneous Work          |            |       |         |       |
|          |             | Per Ton   |            |       |         |       |

## BASE BID ITEMS (Continued)

| Item No. | Approx Qty. | Item Description                            | Unit Price |       | Amount  |       |
|----------|-------------|---|------------|-------|---------|-------|
|          |             |   | Dollars    | Cents | Dollars | Cents |
| 504.01   | 2,950       | Granite Curb Type VA4                       |            |       |         |       |
|          |             | Per Foot                                    |            |       |         |       |
| 672.     | 12          | Fence Gate and Gate Posts Removed and Reset |            |       |         |       |
|          |             | Per Each                                    |            |       |         |       |
| 697.1    | 35          | Silt Sack                                   |            |       |         |       |
|          |             | Per Each                                    |            |       |         |       |
| 701.     | 1,800       | Cement Concrete Sidewalk                    |            |       |         |       |
|          |             | Per Square Yard                             |            |       |         |       |
| 701.1    | 300         | Cement Concrete Sidewalk at Driveways       |            |       |         |       |
|          |             | Per Square Yard                             |            |       |         |       |
| 701.2    | 310         | Cement Concrete Wheelchair Ramp             |            |       |         |       |
|          |             | Per Square Yard                             |            |       |         |       |
| 702.     | 10          | Hot Mix Asphalt Walk Surface                |            |       |         |       |
|          |             | Per Ton                                     |            |       |         |       |
| 703.     | 20          | Hot Mix Asphalt Driveway                    |            |       |         |       |
|          |             | Per Ton                                     |            |       |         |       |



## BASE BID ITEMS (Continued)

| Item No. | Approx Qty. | Item Description                                       | Unit Price |       | Amount  |       |
|----------|-------------|--|------------|-------|---------|-------|
|          |             |  | Dollars    | Cents | Dollars | Cents |
| 706.1    | 20          | Brick Walk Removed and Relaid                          |            |       |         |       |
|          |             | Per Square Yard  |            |       |         |       |
| 706.5    | 20          | Field Stone Walk Removed and Reset                     |            |       |         |       |
|          |             | Per Square Yard  |            |       |         |       |
| 751.     | 130         | Loam Borrow  |            |       |         |       |
|          |             | Per Cubic Yard   |            |       |         |       |
| 765.     | 1,150       | Seeding  |            |       |         |       |
|          |             | Per Square Yard  |            |       |         |       |
| 767.12   | 250         | Compost Filter Tubes                                   |            |       |         |       |
|          |             | Per Foot   |            |       |         |       |
| 866.     | 19,000      | Reflectorized Pavement Marking Line<br>(Thermoplastic) |            |       |         |       |
|          |             | Per Foot   |            |       |         |       |

**Part A - BASE BID**

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

( \$ \_\_\_\_\_ )

**PART B – ADDITIVE BID #1 ITEMS**

| Item No. | Approx Qty. | Item Description         | Unit Price |       | Amount  |       |
|----------|-------------|--------------------------|------------|-------|---------|-------|
|          |             |                          | Dollars    | Cents | Dollars | Cents |
| 504.01   | 150         | Granite Curb Type VA4    |            |       |         |       |
|          |             | Per Foot                 |            |       |         |       |
| 701.     | 40          | Cement Concrete Sidewalk |            |       |         |       |
|          |             | Per Square Yard          |            |       |         |       |
|          |             |                          |            |       |         |       |
|          |             |                          |            |       |         |       |

**Part B - ADDITIVE BID #1**

Bidder agrees to perform all the work of the ADDITIVE BID #1 described in the Contract Documents and Bid Form at the unit price(s)/lump sum(s) as stated in the Bid Form for a total amount of

\_\_\_\_\_

( \$ \_\_\_\_\_ )

**SUM of BASE and ADDITIVE BID #1**

Bidder agrees to perform all the work of the BASE BID and the ADDITIVE BID #1 (sum of totals for each) described in the Contract Documents and Bid Form at the unit price(s)/lump sum(s) as stated in the Bid Form for a total amount of

\_\_\_\_\_

( \$ \_\_\_\_\_ )

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

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

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

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

\_\_\_\_\_ Dollars,

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

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

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

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

(SEAL)

\_\_\_\_\_  
(Name of Bidder)

By

\_\_\_\_\_  
(Signature and title of authorized representative)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(City and State)

Date \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add supplementary page if necessary)

**CERTIFICATE OF AUTHORIZATION  
FOR  
BIDDING REPRESENTATIVE**

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

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

\_\_\_\_\_ held on \_\_\_\_\_,  
(Name of Corporation) (Date)

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

\_\_\_\_\_ (Name of Authorized Representative) \_\_\_\_\_ (Title)

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

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

A true copy

ATTEST \_\_\_\_\_  
(Clerk)

Place of Business \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_, that \_\_\_\_\_  
(Name of Authorized Representative)

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

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

Corporate \_\_\_\_\_ Seal  
(Clerk)

**STATEMENT  
OF BIDDERS' QUALIFICATIONS**

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

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

| Owner | Engineer | Contract | Description | Contract<br>Amount | Completion<br>Date |
|-------|----------|----------|-------------|--------------------|--------------------|
|       |          |          |             |                    |                    |
|       |          |          |             |                    |                    |
|       |          |          |             |                    |                    |
|       |          |          |             |                    |                    |
|       |          |          |             |                    |                    |
|       |          |          |             |                    |                    |

8. List any work the firm has failed to complete, state where and why.  
\_\_\_\_\_
9. If you have ever defaulted on any contract, state where and why.  
\_\_\_\_\_

9A. Has there ever been any claims by Owners, subconsultants, suppliers, 3<sup>rd</sup> parties, government or citations by government against the firm. State circumstances.

\_\_\_\_\_

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

| Name  | Residence | Title | Firm  |
|-------|-----------|-------|-------|
| _____ | _____     | _____ | _____ |
| _____ | _____     | _____ | _____ |
| _____ | _____     | _____ | _____ |
| _____ | _____     | _____ | _____ |
| _____ | _____     | _____ | _____ |
| _____ | _____     | _____ | _____ |

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

| Name  | Address |
|-------|---------|
| _____ | _____   |
| _____ | _____   |

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn in person, deposes and says

that he is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Bidder)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(My Commission Expires)



**STATEMENT  
OF PROPOSED SUBCONTRACTORS**

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

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

Description of Work \_\_\_\_\_

Approximate percentage of Total Bid \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

Description of Work \_\_\_\_\_

Approximate percentage of Total Bid \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

Description of Work \_\_\_\_\_

Approximate percentage of Total Bid \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Date \_\_\_\_\_

Bidder

\_\_\_\_\_  
(Name of Bidder)

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

LABOR HARMONY AND OSHA 10 CERTIFICATION

The undersigned certifies that they will conform to and provide documentation for the requirements as stated in MGL c. 30, §39S(a) as follows:

The bidder certifies 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; and 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 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.

---

Name of Contractor/Business

---

Signature of Authorized Representative of Contractor/Business

---

Date

**CERTIFICATE OF NON - COLLUSION**

Any person submitting a bid under this section shall, on such bid, certify the following: 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.

---

Name of Contractor/Business

---

Signature of Authorized Representative of Contractor/Business

---

Date

**TAX COMPLIANCE CERTIFICATION**

Pursuant to MGL c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors and withholding and remitting child support, and, subject to the conditions stated above, the contracting agency confirms with the Massachusetts Department of Revenue (DOR) that the person is in good standing with respect to all returns due and taxes payable to DOR as of the date of confirmation.

---

Name of Contractor/Business

---

Signature of Authorized Representative of Contractor/Business

---

Social Security or Federal Identification Number

---

Date

---

**SECTION 00400**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned (Insert Name of Bidder) \_\_\_\_\_, as Principal, and (Insert Name of Surety) \_\_\_\_\_, as Surety, are hereby held and firmly bound and obligated unto the Town of Hull, Massachusetts, as Owner, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the **Town of Hull, Massachusetts** a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and/or "Contract", for "Town of Hull, Massachusetts, 2018 Pavement Rehabilitation Contract".

NOW THEREFORE,

- (a) If said BID shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said BID shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payment for labor and materials furnished for the performance of the AGREEMENT and/or Contract,

then this obligation shall be void, otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time with which such BID may be accepted, and said Surety does hereby waive notice of any such extensions.

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, have duly executed this bond on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL) \_\_\_\_\_ L.S.  
(Name of Principal)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Surety (Seal)

BY: \_\_\_\_\_  
(Signature and Title)

BY: \_\_\_\_\_  
Attorney-In-Fact

Sealed and delivered in  
the presence of:

\_\_\_\_\_

\_\_\_\_\_

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

If the Bond is signed on behalf of the Surety by an Attorney-In-Fact, there should be attached, a duly certified copy of his power of attorney showing his authority to sign such Bond.

SECTION 00500

CONTRACT AGREEMENT

**TOWN OF HULL, MASSACHUSETTS  
2018 PAVEMENT REHABILITATION CONTRACT**

THIS AGREEMENT, is executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eighteen (herein referred to as the "AGREEMENT") by and between the **Town of Hull**, Massachusetts party of the first part, and \_\_\_\_\_ (Name of Contractor) party of the second part.

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

|      |   |      |   |
|------|---|------|---|
| 1.01 | Definitions                                   | 1.28 | Claims for Damages                            |
| 1.02 | The Contract Documents                        | 1.29 | Abandonment of Work or Other Default          |
| 1.03 | Obligations and Liability of Contractor       | 1.30 | Prices for Work                               |
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| 1.08 | Compliance with Laws                          | 1.35 | Final Estimate and Payment                    |
| 1.09 | Provisions Required by Law Deemed<br>Inserted | 1.36 | Liens   |
| 1.10 | Permits                                       | 1.37 | Claims  |
| 1.11 | Not to Sublet or Assign                       | 1.38 | Application of Moneys Retained                |
| 1.12 | Delay by Owner                                | 1.39 | No Waiver                                     |
| 1.13 | Time for Completion                           | 1.40 | Liability of Owner                            |
| 1.14 | Liquidated Damages                            | 1.41 | Guarantee                                     |
| 1.15 | Night, Saturday, Sunday and Holiday Work      | 1.42 | Return of Drawings                            |
| 1.16 | Employ Competent Persons                      | 1.43 | Cleaning Up                                   |
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| 1.18 | Intoxicating Liquors and/or Drugs             | 1.45 | Headings                                      |
| 1.19 | Access to Work                                | 1.46 | Modification or Termination                   |
| 1.20 | Examination of Work                           | 1.47 | Direct Labor cost                             |
| 1.21 | Defective Work, Etc.                          | 1.48 | Massachusetts Tax Laws                        |
| 1.22 | Protection Against Water and Storm            | 1.49 | Minority Business                             |
| 1.23 | Right to Materials                            | 1.50 | Termination for Convenience                   |
| 1.24 | Changes                                       | 1.51 | Equal Employment Opportunity...               |
| 1.25 | Extra Work                                    | 1.52 | Unlawful Conduct and Participation in Boycott |
| 1.26 | Extension of Time on Account of Extra Work    |      |   |
| 1.27 | Changes Not to Affect Bonds                   |      |   |

1.01 DEFINITIONS

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

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

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

"AS DIRECTED," "AS ORDERED," "AS REQUESTED," "AS REQUIRED", "AS

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

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

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

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

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

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

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

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

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

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

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

DATUM OR LEVELS - The figures given in the Contract and Specifications or upon the Drawings after the word elevation or abbreviation of it, shall mean the distance in feet above mean sea level, the base of the

State in which the Work is located and the United States Geodetic Survey (U.S.G.S.).

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

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

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

ENGINEER - The person, firm or corporation duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives. (For this Contract, BETA Group, Inc.)

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

GENERAL REQUIREMENTS - Sections of Division 1 of the Specifications.

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

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

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

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

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

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



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

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

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

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

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

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

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

**WRITTEN NOTICE** - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given

address or delivered in person to said party or his authorized representative on the Work.

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

## 1.02 THE CONTRACT DOCUMENTS

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

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

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

## 1.03 OBLIGATIONS AND LIABILITY OF CONTRACTOR

A. The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter

specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefor.

B. All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

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

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

E. The Contractor shall indemnify, defend and save harmless the Owner and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or

specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer.

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

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

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

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

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

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

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

M. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

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

#### 1.04 AUTHORITY OF THE ENGINEER

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

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

C. The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto

he may, within ten (10) days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor requires that any such direction, instruction, determination or decision be put in writing within ten (10) days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the Owner and Engineer within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

#### 1.05 SUPERVISION OF WORK

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

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

C. Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Engineer to and

shall be received and obeyed by the designated foreman or any other person in charge of the particular work involved.

#### 1.06 INSURANCE

A. Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the types specified in paragraphs (1) to (11), inclusive, below, and to the minimum limits for this insurance specified in Table A at the end of this section. All insurance shall be obtained from companies and with such terms as are from time to time satisfactory to the Owner and Engineer **and that are authorized to do business in Massachusetts.**

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

C. The Town of Hull, Massachusetts (Owner) and the Engineer shall be named as an "additionally insured, **on all policies obtained by the Contractor except workmen compensation**

D. All insurance policies provided by the Contractor shall include a "Waiver of Subrogation" endorsement for the Owner, Engineer and/or other third party entity.

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

1. Workmen's Compensation and Employer's Liability Insurance.

2. General Liability coverage, including Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.

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

blasting shall be performed until such insurance has been secured.

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

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

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

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

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

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

10. Excess/Umbrella Liability Coverage shall be provided in accordance with the minimum limits stated in Table A.

11. Builders' Risk Insurance with an "All Risk" Installation Floater covering loss by fire and extended coverage in the completed value form in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. The insurance shall be obtained from a company satisfactory to the Owner. The policy shall indicate Owner, the Contractor, all subcontractors, and the Engineer as the named insured with loss payable to the Owner as Trustee. The policy shall provide for a 30-day notice to the Owner of cancellation or restrictive amendment. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer. The insurance shall be obtained before the work is started and shall be maintained until the date of completion of the work as stated in the final estimate, or until the Owner occupies or otherwise take possession of the structure, whichever occurs first.

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

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

H. Certificates from the contractor naming the Owner, Town of Hull, Massachusetts and the Engineer as additionally insured must be received by the Owner prior to initiating the work.

I. Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

J. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

#### 1.07 PATENTS

A. The Contractor's attention is directed to the following "Patent Indemnity Clause" illustrating the format and/or required wording therefore which shall be used by all manufacturers and/or suppliers, as deemed necessary by the Owner and Engineer, as an Indemnification and Hold Harmless Agreement.

B. This Agreement shall be accepted and approved in form by the Owner and Engineer prior to the approval and/or installation of the product.

#### PATENT INDEMNIFICATION

"In consideration for their purchase and use of the (Name of product and/or equipment) manufactured by (name of Manufacturer) and for other good and valuable consideration, (Name of Manufacturer) agrees to defend and hold harmless (Name of Contractor), BETA Group, Inc., and the (Name of Owner), and their employees and agents, from and against any liability, loss, cost, expense or damage including reasonable attorneys' and accountants' fees incurred by these entities in defending or prosecuting any claim for such liability, loss, cost, expense or damage resulting or arising out of a claim that the use of the above mentioned product and/or equipment delivered hereunder directly infringes any United States Patent, provided that (Name of Manufacturer) is given authority, information, and assistance for the defense of such suit, and (Name of Manufacturer) shall pay all damages and costs assessed against the above named entities for the use of such produce and/or equipment provided, however, that this indemnification shall not

apply to equipment of (Name of Contractor) design, and provided further that if the use of such product and/or equipment is enjoined in any suit, (Name of Manufacturer) shall at its own expense and its option either procure for (name of Contractor) the right to continue the normal use of such produce and/or equipment, replace said product and/or equipment, modify said equipment or refund the purchase price thereof; and provided further that (Name of Manufacturer) indemnity as to use shall not apply to infringement resulting from the use of the produce and/or equipment delivered hereunder in combination with other items where use of the product and/or equipment per se does not constitute infringement."

#### 1.08 COMPLIANCE WITH LAWS

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

#### 1.09 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

#### 1.10 PERMITS

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

#### 1.11 NOT TO SUBLET OR ASSIGN

A. The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

B. The Contractor shall not sublet or assign work to a subcontractor(s), without prior written approval of the Owner and Engineer.

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

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

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

#### 1.12 DELAY BY OWNER

A. The Owner may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of any delay

regardless of cause, but shall be entitled only to any extension of time as hereinafter provided.

#### 1.13 TIME FOR COMPLETION

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

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

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

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

#### 1.14 LIQUIDATED DAMAGES

A. In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the Owner shall deduct from

the payments due the Contractor each month the sum set forth in Table A at the end of this section for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

#### 1.15 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

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

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

#### 1.16 EMPLOY COMPETENT PERSONS

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

#### 1.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

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

#### 1.18 INTOXICATING LIQUORS AND/OR DRUGS

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

#### 1.19 ACCESS TO WORK

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

#### 1.20 EXAMINATION OF WORK

A. The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of furnished work by the Contractor.

B. Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise borne by the Contractor.

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

#### 1.21 DEFECTIVE WORK, ETC.

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

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

#### 1.22 PROTECTION AGAINST WATER AND STORM

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

#### 1.23 RIGHT TO MATERIALS

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

#### 1.24 CHANGES

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

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

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

#### 1.25 EXTRA WORK

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

B. The Contractor shall submit claim for any extra work within fourteen (14) calendar days of performing said extra work.

C. The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all



machinery and equipment used on the extra work for the period of such use.

D. At the request of the Engineer, the Contractor shall furnish itemized statements for the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills and vouchers and correspondence relating thereto.

E. The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

F. The fair rental hourly rate for all machinery and equipment shall be based upon the most recent edition of "Rental Rate Blue Book" published by Equipment Watch or a similar publication approved by the Engineer. Hourly rental rates for machinery and equipment shall be developed by dividing the monthly Blue Book rates by 176 hours per month plus Estimated Hourly Operating Costs (FHWA rate). Rate Adjustment tables shall be utilized for equipment model year and region of operation. If said extra work requires the use of machinery or equipment not already on the site of the Work the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

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

H. To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor may add **15** percent to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

I. In the case of extra work done under (b) by a subcontractor the subcontractor shall compute, as above, his cost for the extra work, to which he may add

**15** percent as in the case of the Contractor. The Contractor shall be allowed an additional 5 percent of the subcontractor's initial cost for the extra work prior to the **15** percent adjustment, to cover the costs of the Contractor's overhead use of capital, the premium on the Bonds as assessed upon the amount of this work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

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

#### 1.26 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

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

#### 1.27 CHANGES NOT TO AFFECT BONDS

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

#### 1.28 CLAIMS FOR DAMAGES

A. If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement of the details of

the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner a copy of the statement, together with his recommendations for action by the Owner.

B. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the Article titled "Authority of the Engineer", including, but not limited to the filing of a written protest in the manner and within the time therein provided.

#### 1.29 ABANDONMENT OF WORK OR OTHER DEFAULT

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

the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

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

#### 1.30 PRICES FOR WORK

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

#### 1.31 MONEYS MAY BE RETAINED

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

### 1.32 FORMAL ACCEPTANCE

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

### 1.33 PROGRESS ESTIMATES

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

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

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

D. The Owner shall pay monthly to the Contractor in accordance with General Laws Chapter 30, Section 39, as amended:

1. Within fifteen (15) days (twenty-four (24) days in the case of the Commonwealth) after receipt from the

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

2. Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court

proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

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

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

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

contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.

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

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

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

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

have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

10. If the subcontractor does not receive payment as provided in subparagraph (2) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (2), the subcontractor may demand direct payment by following the procedure in subparagraph (5) and the Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Owner shall proceed as provided in subparagraph (6), (7), (8), and (9).

11. "Subcontractor" as used in subparagraph 10, shall mean a person who files a sub-bid and receives a subcontract as a result of that filed subbid or who is approved by the Owner in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor.

#### 1.34 PARTIAL ACCEPTANCE

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

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

C. Acceptance by the Owner under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the Owner and the Contractor.

D. The Owner shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the Owner will allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

#### 1.35 FINAL ESTIMATE AND PAYMENT

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

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

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

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

### 1.36 LIENS

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

### 1.37 CLAIMS

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

### 1.38 APPLICATION OF MONEYS RETAINED

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

### 1.39 NO WAIVER

A. Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner, nor of any right to

damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

### 1.40 LIABILITY OF OWNER

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

### 1.41 GUARANTEE

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

B. If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in

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

#### 1.42 RETURN OF DRAWINGS

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

#### 1.43 CLEANING UP

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

#### 1.44 LEGAL ADDRESS OF CONTRACTOR

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

#### 1.45 HEADINGS

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

#### 1.46 MODIFICATION OR TERMINATION

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

#### 1.47 DIRECT LABOR COST

A. Direct labor cost percentage for change orders shall be \_\_\_\_ percent. (Direct labor cost percent shall be established following award and prior to execution of the Contract).

#### 1.48 MASSACHUSETTS TAX LAWS

A. The Contractor shall provide a statement that indicates compliance with all the requirements of Massachusetts General Law Chapter 62C.

#### 1.49 MINORITY BUSINESS

A. The goal for minority business enterprise (MBE/WBE) participation for this contract is a minimum of zero percent (0%) MBE and zero percent (0%) WBE participation, on the basis of the total dollars paid. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority businesses, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the **Town of Hull**. The Contractor shall require similar reports from its subcontractors.

#### 1.50 TERMINATION FOR CONVENIENCE

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

1.51 EQUAL EMPLOYMENT  
OPPORTUNITY, ANTIDISCRIMINATION AND  
AFFIRMATIVE ACTION

A. 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.

1.52 UNLAWFUL CONDUCT AND  
PARTICIPATION IN BOYCOTT

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



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

**Town of Hull, Massachusetts**  
("Owner" - party of the first part)

By \_\_\_\_\_  
Mr. Domenico Sestito  
Board of Selectmen, Chairman

By \_\_\_\_\_  
Mr. Philip Lemnios  
Town Manager

By \_\_\_\_\_  
Mr. James Dow  
DPW Director

**Address:** Town Hall  
253 Atlantic Avenue  
Hull, MA 02045

---

**Contractor**  
("Contractor" - party of the second part)

By \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)

---

**Appropriation/Availability of Funds:** \_\_\_\_\_  
Town Accountant (Date)

**Approved As To Form Only:** \_\_\_\_\_  
Legal Counsel for Town of Hull, MA (Date)

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION  
For AGREEMENT

State of \_\_\_\_\_)

County \_\_\_\_\_)

on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally

came \_\_\_\_\_ to me known, who being me duly

sworn, did depose and say as follows:

That he resides at \_\_\_\_\_

and is the \_\_\_\_\_

of \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_

**TABLE A**

| Agreement<br>Subsection<br>Reference | Item  | Minimum limits(1)  |
|--------------------------------------|---|--|
| 1.06                                 | Workman's Compensation and Employer's Liability Insurance   | As required by the law of the State of Massachusetts   |
| 1.06                                 | General Liability including Contractor's Protective, Completed Operations and Contractual Liability | Bodily Injury/Property Damage including C.U. Coverage<br><hr/> <b>\$1,000,000</b> (Each Occurrence)<br><br><b>\$2,000,000</b> (Aggregate)<br><hr/> Blasting and explosion coverage shall be obtained if there is a need for blasting under the contract. |
| 1.06                                 | Personal Injury Insurance   | <b>\$2,000,000</b> (Aggregate)   |
| 1.06                                 | Automobile Liability including coverage for owned, hired or borrowed vehicles                       | Bodily Injury/Property Damage<br><hr/> <b>\$1,000,000</b> Combined Single Limit (Each Occurrence)  |
| 1.06                                 | Owner's/Contractor's Protective (OCP) Liability & Property Damage                                   | Bodily Injury/Property Damage<br><hr/> <b>\$3,000,000</b> (Each Occurrence)<br><b>\$3,000,000</b> (Aggregate)  |
| 1.06                                 | Excess/Umbrella Liability Coverage  | <b>\$5,000,000</b> (Each Occurrence)<br><b>\$5,000,000</b> (Aggregate)   |
| 1.06                                 | Builder's Risk Insurance (If Applicable)  | Total insurable value of all structures, materials, and equipment to be built and installed.   |
| 1.13                                 | a) Time of Completion - Total Contract  | Within <b>60 consecutive</b> calendar days after the date specified in the Notice to Proceed   |
| 1.14                                 | Liquidated Damages for each consecutive calendar day of delay in completion time                    | <b>\$1,200</b>   |

1.33 Percentage of Progress Estimates to be Retained 5%

**Note: 1) Minimum Limits are defined as those regularly carried limits by the Contractor, but not less than the above stated amounts.**

**SECTION 00600  
CONTRACT BONDS**

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we \_\_\_\_\_ with a place of business at \_\_\_\_\_ as principal (the "Principal"), and \_\_\_\_\_, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at \_\_\_\_\_ as Surety (the "Surety"), are held and firmly bound unto the Town of Hull as Obligee (the "Obligee"), in the sum of \_\_\_\_\_ lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of \_\_\_\_\_, and entitled "**2018 Pavement Rehabilitation Contract**"

NOW THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors or Suppliers under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions, modifications, alterations, changes or additions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and including any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized extensions, modifications, alterations, changes or additions, the obligations of the Surety set forth herein shall become null and void but only if expressly waived in writing by the Obligee Town of Hull; otherwise such obligations shall remain in full force and virtue.

IN THE EVENT the Contract is abandoned, or defaulted or not completed by the Principal, or is terminated by the Obligee, Town of Hull, under the applicable provisions of the contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Town of Hull promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions. Surety agrees to cooperate with the Obligee on all issues regarding the project and bond.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Name & Seal]

\_\_\_\_\_  
[Attorney-In-Fact] Seal

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Phone]

Attest: \_\_\_\_\_  
code jbl8118

Attest: \_\_\_\_\_

END OF PERFORMANCE BOND

**PAYMENT BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we \_\_\_\_\_ with a place of business at \_\_\_\_\_ as principal (the "Principal"), and \_\_\_\_\_, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at \_\_\_\_\_ as Surety (the "Surety"), are held and firmly bound unto Town of Hull as Obligee (the "Obligee"), in the sum of

\_\_\_\_\_ lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of \_\_\_\_\_, and entitled "**2018 Pavement Rehabilitation Contract**", in the Town of Hull, Massachusetts, a copy of which agreement is attached hereto and by references made a part hereof.

NOW, THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized extensions, modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the Surety of such extensions, modifications, alterations, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject, as may be applicable, to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Name and Seal]

\_\_\_\_\_  
[Attorney-In-Fact][Seal]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Phone]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

END OF PAYMENT BOND

**CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION  
For CONTRACT BONDS**

State of \_\_\_\_\_ )

) ss:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before

me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say as follows:

That he resides at \_\_\_\_\_

and is the \_\_\_\_\_

of \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public (Seal)

My commission expires \_\_\_\_\_

**STATE TAX CERTIFICATE**

Pursuant to M.G.L., Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Social Security Number \*  
Or Federal Identification Number \*

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

by: \_\_\_\_\_  
Corporate Office (if applicable)

\* Submission of a Social Security Number or a Federal Identification Number is voluntary.



**SECTION 00700**  
**GENERAL CONDITIONS**

**INSERT**

## SECTION 00700

### GENERAL CONDITIONS

- 1.01 General Provisions
- 1.02 Definitions
- 1.03 Materials and Equipment
  - A. General
  - B. Handling
  - C. Storage of Excavated Material
  - D. Inspection
  - E. Inspection Away from Site
  - F. Samples
  - G. Shop testing
- 1.04 Contractor's Shop and Working Drawings
- 1.05 Occupying Private Land
- 1.06 Interference with and Protection of Streets
- 1.07 Safety
- 1.08 Existing Facilities
  - A. Dimensions of Existing Structures
  - B. Proposed Pipe Location
  - C. Interference with Existing Works
  - D. Existing Utilities or Connections
  - E. Failure to Repair
  - F. Disturbance of Bounds
- 1.09 Work to Conform
- 1.10 Planning and Progress Schedules
- 1.11 Precautions During Adverse Weather
- 1.12 Temporary Heat
- 1.13 Electrical Energy
- 1.14 Certificates of Conformance
- 1.15 Patents
- 1.16 "Or Equal" Clause
- 1.17 Additional or Substitute Bonds and Insurance
- 1.18 Separate Contracts
- 1.19 Payrolls of Contractor and Subcontractors
- 1.20 Payments by Contractor
- 1.21 "Dig Safe" Law
- 1.22 Fire Prevention and Protection
- 1.23 Dust Control
- 1.24 Disposal of Debris
- 1.25 Night, Saturday, Sunday and Holiday Work
- 1.26 Length of Work Day
- 1.27 Hurricane Protection
- 1.28 Reduction in Scope of Work

#### 1.01 GENERAL PROVISIONS

A. The duties and obligations imposed by these General Conditions will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

B. Sections of Division 1, General Requirements govern the execution of the Work of all sections of the specifications.

C. The Specifications are written in imperative and streamlined form. This imperative language is directed to the Contractor, unless stated otherwise.

#### 1.02 DEFINITIONS

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

#### 1.03 MATERIALS AND EQUIPMENT

##### A. General

1. Unless otherwise provided in the Contract Documents, only new materials and equipment shall be incorporated in the Work.

2. As soon as possible after execution of the AGREEMENT, submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment proposed to be incorporated into the Work.

3. When shop and working drawings are required as specified below, submit, prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specifications.

4. Submit data relating to the materials and equipment proposed to be incorporated into the Work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

##### B. Handling

1. Handle, haul, and distribute materials and all surplus materials on the different portions of the Work, required to complete the Work in accordance with the Contract Documents.

2. Provide suitable storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished under this Contract, until the final completion and acceptance of the Work.

3. Pay all storage and demurrage charges by transportation companies and vendors.

#### C. Storage of Excavated Material

1. Place excavated materials and equipment to be incorporated in the Work so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work.

2. Materials shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

#### D. Inspection

1. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer.

2. No material shall be processed or fabricated for the Work or delivered to the work site without prior concurrence of the Engineer.

3. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor.

4. Defective materials and equipment shall be removed immediately from the site of the Work.

#### E. Inspection away from Site

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

#### F. Samples

1. Submit samples of materials for tests, as the Engineer deems necessary to demonstrate conformance with the Specifications. Such samples,

including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed by the Engineer.

2. Furnish suitable molds for making concrete test cylinders. Except as otherwise expressly specified, the Owner shall make arrangements for, and pay for, the tests.

3. Pack samples so as to reach their destination in good condition, and label to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, notify the Engineer by letter that the samples have been shipped and properly describe the samples in the letter. Send letter of notification separate from the samples.

4. Submit data and samples, or place his orders, sufficiently early to permit consideration, inspection and testing before the materials and equipment are needed for incorporation in the Work. The consequences for failure to do so shall be the Contractor's sole responsibility.

5. In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., provide such samples of workmanship of wall, floor, finish, etc., as may be required.

6. After review of the samples, data, etc. the materials and equipment used for the Work shall in all respects conform therewith.

#### G. Shop Testing

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

#### 1.04 CONTRACTOR'S SHOP AND WORKING DRAWINGS

A. Submit shop drawings to the Engineer for review and approval.

B. All submittals will be identified as the Engineer may require and in the number of copies also as required by the Engineer.

C. The data shown on the Shop Drawings will be complete regarding quantities, dimensions, specified performance and design criteria, materials and other

data as particular to the Work that the Contractor proposes to provide.

#### 1.05 OCCUPYING PRIVATE LAND

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

#### 1.06 INTERFERENCE WITH AND PROTECTION OF STREETS

A. Obtain permits from the governing authorities prior to obstructing any portion of a street, road, or private way. If any street, road or private way is rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as ordered by the governing authorities.

B. Maintain streets, roads, private ways, and walks not closed in a passable and safe condition,

C. Provide at least 24 hours in advance, notice to the Owner, Police, Fire and School Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. Cooperate with all Departments in the establishment of alternate routes and provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

#### 1.07 SAFETY

A. Take all precautions and provide safeguards to prevent personal injury and property damage. Provide protection for all persons including but not limited to employees and employees of other contractors and subcontractors; members of the public; and employees, agents and representatives of the Owner, the Engineer, and regulatory agencies that may be on or about the Work. Provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.

B. Provide and maintain all safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire-fighting equipment.

C. Comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

D. Designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

#### 1.08 EXISTING FACILITIES

##### A. Dimensions of Existing Structures

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

##### B. Proposed Pipe Location

1. Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner, acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him for laying and jointing different or additional items where required.

2. Small interior piping is indicated diagrammatically on the Drawings, and the exact location is to be determined in the field. Piping shall be arranged in a neat, compact, and workmanlike manner, with a minimum of crossing and interlacing, so as not to interfere with equipment or access way, and, in general, without diagonal runs.

##### C. Interference with Existing Works

1. Conduct operations so as to interfere as little as possible with existing works. Develop a program, in cooperation with the Engineer and interested officials, which shall provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the

operation of the existing facilities for the shortest time when the demands on the facilities best permit such interference, even though it may be necessary to work outside of normal working hours to meet these requirements. Electrical connections should be coordinated with the Owner so as to minimize disruption of normal plant operations. Before starting work which will interfere with the operation of existing facilities, perform preparatory work and see that all tools, materials and equipment are made ready and at hand.

2. Repair utilities damaged by the Contractors operations during the progress of the work, and be responsible for correcting all damages to existing utilities and structures at no additional expense to the Owner. Contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the work but the entire responsibility and expense shall be with the Contractor.

3. Make such minor modifications in the work relating to existing structures as may be necessary, without additional compensation.

4. Submit no claim for additional compensation by reason of delay or inconvenience in adapting his operations to the need for continuous flow of sewage.

#### D. Existing Utilities or Connections

1. The location of existing underground pipes, conduits, and structures, as shown, has been collected from the best available sources. The Owner, together with its agents, does not imply nor guarantee the data and information in connection with underground pipes, conduits, structures and such other parts as to their completeness, nor their locations as indicated. The Contractor shall assume that there are existing water, sewer, gas and other utility connections to each and every building enroute, whether they appear on the drawings or not. An expense and/or delay occasioned by utilities and structures, or damage thereof, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.

2. Above ground utilities may be present in the areas of the proposed Work. Take all necessary actions and/or precautions, including, but not limited to, utility company notification and necessary relocations (both temporary and permanent), to insure proper protection of those aboveground utilities and appurtenances to be affected by his operations. All costs associated with the aboveground utilities shall be paid by the Contractor at no additional expense to the Owner.

3. If and when encountered, existing utilities shall be properly supported and protected during the construction work and the Engineer shall be notified accordingly. The operation of existing utilities shall not be interrupted except with written permission of the operator and owner of such utilities. Allow ample time for all measures as may be required for the continuance of existing utility operations. Take extreme precautions to minimize disruption of utilities. Make prompt and full restitution for repairs by others for all disruptions caused by operations required to perform the Work.

4. Comply with all requirements of utility organizations involved.

#### E. Failure to Repair

1. Any emergency arising from the interruption of electric, telephone, gas, water, or sewer service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible.

2. If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner, may at his own option, make the necessary repairs using his own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

#### F. Disturbance of Bounds

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

#### 1.09 WORK TO CONFORM

A. During its progress and on its completion, the Work shall conform to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in strict accordance with the Contract Documents and the directions given from time to time by the Engineer.

B. All work done without instructions having been given therefore by the Engineer, without proper lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

#### 1.10 PLANNING AND PROGRESS SCHEDULES

A. Before starting the Work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the Work and the various steps he intends to take.

B. Within 14 calendar days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Engineer (a) a written schedule fixing the dates on which additional drawings, if any, will be needed by the Contractor and (b) a written schedule fixing the respective dates for the start and completion of various parts of the Work. Each such schedule shall be subject to review from time to time during the progress of the Work.

#### 1.11 PRECAUTIONS DURING ADVERSE WEATHER

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

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

#### 1.12 TEMPORARY HEAT

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

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

#### 1.13 ELECTRICAL ENERGY

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

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

#### 1.14 CERTIFICATES OF CONFORMANCE

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

#### 1.15 PATENTS

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

B. Refer to Specification Section 00500 Article 1.07, Patents, regarding the Contractor's responsibilities for any patent rights associated with the materials and construction methods to be used under this Contract.

#### 1.16 "OR EQUAL" CLAUSE

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

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

C. ENGINEER will be allowed a reasonable time within which to evaluate submittals for Substitute Items. ENGINEER will be the sole judge of acceptability. No "Or Equal" or Substitute Item will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR and in making changes to the Contract Documents. Whether or not ENGINEER accepts a Substitute Item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed Substitute Item.

#### 1.17 ADDITIONAL OR SUBSTITUTE BONDS AND INSURANCE

A. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties than upon the performance or payment bonds or insurance, the Contractor shall, within five (5) calendar days after notice from the Owner so to do, substitute an acceptable bond (or bonds) or

insurance in such form and sum and signed by such other Surety or Sureties or insurers as may be acceptable to the Owner. The Contractor shall pay the premiums on such bonds or insurance with no additional expense to the Owner. No further payments shall be deemed due nor will be made until the new Surety or Sureties or insurers shall have furnished such as acceptable bond or insurance to the Owner.

#### 1.18 SEPARATE CONTRACTS

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

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

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

#### 1.19 PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

B. Carrying any person on his payrolls not employed by him will not be permitted. Carrying

employees of a subcontractor on his payrolls will not be permitted, but such employees must be carried on the payrolls of the employing subcontractor.

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

#### 1.20 PAYMENTS BY CONTRACTOR

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

#### 1.21 "DIG SAFE" LAW

A. Before proceeding with construction operations, the Contractor shall notify the State of Massachusetts Underground Plant Damage Prevention Systems (DIG SAFE at 811), and shall make such supplemental investigations, including exploratory excavations, by hand digging, as he deems necessary to uncover and determine the exact locations of utilities and structures, and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than that shown on the drawings, or which were made known to the Contractor prior to construction operations. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

B. Before commencing with the construction of any work, identify any water main, gas main, telephone duct, electric duct, and/or other utility present which is or could be in conflict with the proposed work.

C. Relocation of the affected utilities shall be done as directed by the Owner and in accordance with the requirements of the utility company.

D. The attention of the Contractor is directed to the fact that certain utility companies may not fall under the provisions of "DIG SAFE". Individual utility company notifications by the Contractor shall be necessary to insure proper notification and protection of all existing utilities affected by this Contract.

#### 1.22 FIRE PREVENTION AND PROTECTION

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

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

#### 1.23 DUST CONTROL

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

#### 1.24 DISPOSAL OF DEBRIS

A. The materials from the demolition, and those used in the construction of the Work throughout the project, shall be deposited in such a manner so as to



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

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

#### 1.25 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

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

#### 1.26 LENGTH OF WORK DAY

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

END OF SECTION

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

#### 1.27 HURRICANE PROTECTION

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

#### 1.28 REDUCTION IN SCOPE OF WORK

A. The Owner reserves the right to decrease the scope of the work to be done under this Contract and to omit any work should the Owner deem it to be in the public interest to do so. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any as set forth in the BID, either prior to executing the contract or at any time during the progress of the work. The Owner further reserves the right, at anytime during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

## TOWN OF HULL

### SUPPLEMENTAL SPECIAL GENERAL CONDITIONS

Project: **2018 PAVEMENT REHABILITATION PROJECT**

Contractor:

It is agreed and understood by the parties that the following Supplemental Special General Conditions (SSGC) are part of the contract documents and supplement same for the within project. In the event of a conflict, the terms of this SSGC shall prevail.

1. Insurance: In reference to the insurance requirements, the Contractor shall include the Owner as an additional insured on all insurance it carries or in the amounts called for under the contract, whichever is the higher and this shall be reflected in the Certificate of Insurance. The amounts of insurance shall not serve as a limitation on the amounts of any damages the Owner may be entitled to recover.
2. Liquidated Damages: The provisions for liquidated damages shall not be applicable for any other breach other than failure to complete timely and shall not serve as a limitation for any other damages the Owner may be entitled to.
3. Indemnification: In addition to any indemnification obligations provided by the contract documents or under law:
  - a. The obligations of indemnification under the contract shall not be construed to negate or abridge any other obligation of indemnification running to the Owner which would otherwise exist. The extent of this agreement of indemnification shall not be limited by any obligation or any term or condition of any insurance policy pursuant to this Contract. The indemnification, defense and hold harmless rights and obligations shall accrue immediately upon the utterance of a claim or complaint covered by this agreement, regardless of other claims simultaneously brought, and shall not be contingent upon the merits of such claim or questions of fact raised by the claim or complaint. This obligation will survive any termination of this contract
  - b. To the extent applicable, the obligations under this clause shall include being responsible for the actual notification of any person or entity or other required actions as may be required under G.L. c. 93H and c. 93I, any other state or federal law and the applicable regulations thereunder pertaining to privacy rights or reimbursing the Owner for any costs associated therewith it may incur.

4. Ownership of Documents. All documents and data prepared and obtained by the Contractor under this contract, together with all materials and data furnished to the Contractor by the Owner under the provisions and scope of the work under this contract shall be returned to the Owner upon completion of the terms of this contract (or upon termination of said contract) as being the property of the Town. All inventions and designs derived or generated from the work performed under this contract shall also be the property of the Town. The Contractor acknowledges that he has been informed that some of the documents it and its associates will come into contact with during the course of this study may be confidential or otherwise of the nature which are maintained by the Owner in confidence. Contractor shall not in any way disclose said documents or the existence of same, without the prior written permission of the Owner unless mandated by law.
5. Contractual Liability. Agents, officers, officials or employees of the Owner shall not be charged personally or held contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof or because of its execution or attempted execution.
6. Contractual Responsibility of the Contractor. The parties intend that an independent contractor relationship will be created by the Contract. As between the Contractor and the Town, the Contractor shall be responsible for any liability to third parties resulting from the negligent acts, errors or omissions of the Contractor, his agents, employees or subcontractors arising from or occurring in the course of the performance of the services under this Contract. The Contractor shall indemnify, defend and hold harmless the Owner from any and all claims. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.
7. Confidentiality. The Contractor will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including G.L. c.66, section 10, regarding access to public records.
8. Severability. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of the agreement shall nevertheless be in full force and effect.
9. Headings and Captions. All section headings and captions used in this agreement are solely for convenience and shall not affect the interpretation of this agreement.
10. No Waiver. The failure of the Owner to insist on compliance with any clause and/or take action under any clause of the contract shall not constitute a waiver of any rights or remedies of the Owner and shall not preclude the Owner from insisting on compliance and/or taking action for any prior or subsequent non-compliance.

#### 11. Acceptable Conduct Clause

While on the Owner's premises, the Contractor shall observe the following:

A. Appropriate Conduct

Contractor agrees that its employees and agents shall conduct themselves while in the performance of the services under this contract in a professional and appropriate manner. All members of the public, employees of the Owner and other Contractors and their employees shall be treated with courtesy and respect. No activities shall be undertaken on the premises of the Owner which would generally be viewed as inappropriate in a governmental and/or business setting. Included as examples and not as a limitation of such activities would be any illegal activities, harassment, use or possession of drugs or intoxicating beverages, obscene or pornographic material or material which would generally be considered offensive. All persons are expected to use good common sense in their conduct and not to engage in any activities which would reasonably be viewed as conduct unbecoming or cause the public to lose confidence and respect for the Owner, its departments, boards, commissions, employees, officers and violations or contrary actions to this policy may result in contract suspension or termination or the need for the Contractor to replace the offending employee or agent/officials. In specific reference to computer and internet usage on the premises of the Owner, the following general guidelines are to be adhered to:

B. Computer and Internet Usage

- (1) Appropriate use. The Owner encourages the use of the Internet as a resource to gain various types of information via WWW (home page), Email, news groups or discussion groups on the Internet. However, when accessing the Internet the contents of the usage should be limited to job-related information. Usage for personal reasons (i.e., Email from/to friends or relatives) is allowed, but it should be occasional rather than regular use. The Owner does not have the control over what is available on the Internet. Therefore, it is the users' responsibility to limit Internet usage to a proper level in terms of the content of the usage. The Internet also contains information that is not suitable for children nor appropriate for a non-private personal setting. Such material should not be displayed or accessed at a government setting. Searching and displaying such information are strictly prohibited on Owner premises regardless of whose equipment is being used. . Violation of this policy may lead to the termination of the employment of the offender and or suspension/termination of the contract with the Contractor. The following is a list of sample (i.e. not all inclusive and illustrative only) web sites and Internet/computer activities that are deemed inappropriate for undertaking, accessing or displaying on Owner premises:
  - Online auctions unrelated to the COMPANY'S business
  - Online chat

- Online gambling
- Online games
- Computer use, including email or Web sites that promote hatred opinions, threatening, offensive or harassing information (messages or images) which contains defamatory, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material or material demeaning any person or group of persons on the basis of race, ethnicity, gender, disability, beliefs concerning religion, or sexual orientation or
- Online Personal & dating services
- Pornography, pornographic material, sexually explicit material, material of a sexual nature or any material that is illegal unless such access is within the scope of his or her employment (ex. Police Department investigations)
- File sharing web, e.g., Kazza, etc.
- Web sites that promote criminal activities, e.g., bomb building, teaching theft method, etc.

12. **SUSPENSION AND TERMINATION.** This Contract may be suspended and/or terminated under the following conditions:

- a. Suspension and Termination for Convenience. Notwithstanding any other provision of this Contract, the Owner reserves the right at any time in its absolute discretion to suspend or terminate this Contract in whole or in part for its convenience upon written notice to the Contractor. If any portion of this Contract so suspended is not recommenced by written notice of the Owner within the time period specified in the written notice of suspension if such a time period is specified, or in a subsequent notice, the suspended portion of this Contract may be terminated as to that portion for the convenience of the Owner in accordance with this provision upon further notice from the Town. The Owner shall incur no liability by reason of such termination for convenience except for the obligation to pay reimbursable expenses and an equitable adjustment of the contract price based upon the work performed to the date of termination, as provided for herein, accruing through and including the date of termination which obligation shall not exceed the limits established under this agreement for the entire study.
- b. Termination for Cause. If, in the opinion of the Town, the Contractor fails to fulfill its obligations, the Owner may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may, if the Owner so chooses, state a period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of the Town. In the event of a termination for cause, the Contractor shall not be entitled to any further payment. This Contract may be terminated immediately in the

event of life or property safety issues as determined by the Town, fraud or program abuse.

- c. Termination of Services. Upon receipt of any such notice of suspension or termination, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise); and (b) if and when terminated (and upon completion of this project) deliver to the Owner all data, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in progress, unless otherwise directed.
- d. Invalid Termination. If after the notice of termination for cause, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the Town. In such event, adjustment shall be made as provided in this clause.
- e. Town's Right of Recovery. Any termination or suspension of this Contract shall not impair the right of the Owner to recover damages occasioned by the fault of the Contractor. Any suspension shall not limit the right of the Owner to terminate.

13. **GOVERNING LAW**. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Venue for any litigation shall be and remain in Plymouth County, Massachusetts.

14. **WORK PERFORMED UNDER PROTEST**. The Contractor agrees to perform all Work as directed by the Owner, and if the Project Engineer determines that certain Work that the Contractor believes to be or to warrant a Change Order under does not represent a change in the Work, the Contractor shall perform said Work. The Contractor shall be deemed to have concurred with the Project Engineer's determination as aforesaid unless the Contractor shall perform Work under protest in compliance with the following sub-paragraphs (1) and (2) below:

(1) If the Contractor claims compensation for a change in the Work that is not deemed by the Project Engineer to be a change or to warrant additional compensation as claimed by the Contractor, the Contractor shall within one week after the commencement of any such work or the sustaining of any such damage submit to the Project Engineer a written statement of the nature of such work or claim. The Contractor shall not be entitled to additional compensation for any work performed or damage sustained for which written notice is not given within the time limit specified in the preceding sentence, even though similar in character to work or damage with respect to which notice is timely given.

(2) On or before the fifteenth day of the month succeeding that in which any such extra work shall have been done or any such damage shall have been sustained, the Contractor shall file to the extent possible with the Project

Engineer, itemized statements of the details and costs of such work performed or damage sustained. If the Contractor shall fail to make such statement to the extent possible, then the Contractor shall not be entitled to additional compensation for any such work or damages.

15. **RETENTION OF RECORDS.** The Contractor shall maintain those books, records and purchase orders, that are sufficient to document that activities carried out were in accordance with this Agreement and any other applicable laws and regulations. The Contractor shall maintain such records for period of six (6) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

- a. Access to Records. The Contractor shall make all books, accounts, records, reports, files and other papers; things or property that relate to its activities under this Agreement, available at all reasonable times for inspection, review and audit by the Owner and the Auditor of the Commonwealth. The Owner, and or its designated representatives, reserves the right at reasonable times and upon reasonable notice, to examine the books, records, and other compilation of data of the Contractor which pertain to the performance of the provisions and requirements of this Agreement.
- b. Ownership of Study and Documents. All documents and data prepared and obtained by the Contractor under this contract, together with all materials and data furnished to the Contractor by the Owner under the provisions and scope of the work under this contract shall be returned to the Owner upon completion of the terms of this contract (or upon termination of said contract) as being the property of the Town. All inventions and designs derived or generated from the work performed under this contract shall also be the property of the Town. The Contractor acknowledges that it has been informed that some of the documents it and its associates will come into contact with during the course of this study may be confidential or otherwise of the nature which are maintained by the Owner in confidence. Contractor shall not in any way disclose said documents or the existence of same, without the prior written permission of the Owner unless mandated by law.

16. **INDEMNIFICATION.** In addition to any other indemnification obligations, the Contractor at its expense shall indemnify, defend and hold harmless the Owner, its agents, officers and employees from and against all third-party claims, causes of action, and suits, and losses damages, and expenses which are the subject thereof, including attorney's fees and costs of investigation and litigation, arising out of any acts, errors, omissions or fault of the Contractor and/or its subcontractors and their employees, in the performance of this Contract. The

foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Owner which would otherwise exist. The Owner shall give the Contractor prompt and timely notice of any claim, threatened or made, or any lawsuit instituted against it which could result in a claim for indemnification hereunder. The extent of this agreement of indemnification shall not be limited by any obligation or any term or condition of any insurance policy pursuant to this Contract. The indemnification, defense and hold harmless rights and obligations shall accrue immediately upon the utterance of a claim or complaint covered by this agreement, regardless of other claims simultaneously brought, and shall not be contingent upon the merits of such claim or questions of fact raised by the claim or complaint. This Section will survive any termination of this contract.

To the extent applicable, the obligations under this clause shall include being responsible for the actual notification of any person or entity or other required actions as may be required under G.L. c. 93H and c. 93I, any other state or federal law and the applicable regulations thereunder pertaining to privacy rights or reimbursing the Owner for any costs associated therewith it may incur.

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

#### 18. MISCELLANEOUS PROVISIONS

- a. Licenses. The Contractor shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the work to be performed, as required by federal, state or local laws or regulations.
- b. Terms Required by Law. All terms required by law to be included in this Contract are hereby included and shall be in as full effect as if set forth in full herein.
- c. Headings and Captions. All section headings and captions used in this agreement are solely for convenience and shall not affect the interpretation of this agreement.
- d. No Waiver. The failure of the Owner to insist on compliance with any clause and/or take action under any clause of the contract shall not constitute a waiver of any rights or remedies of the Owner and shall not preclude the Owner from insisting on compliance and/or taking action for any prior or subsequent non-compliance.
- e. Correlation and Interpretation. The contract documents shall include the documents specified in the package captioned "Contract Documents" and such other documents as are included as attachments. The documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. All



services which are normally and customarily included in an assignment of this nature with a comparable budget are deemed to be included.

- f. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes an and the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. The Contract shall be amended as necessary to comply with state or federal requirements.

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**SECTION 00800****SUPPLEMENTARY CONDITIONS**

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

**1.01 GENERAL**

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

**1.02 LIMITS OF NORMAL EXCAVATION**

- A. In determining the quantities of excavation to which unit prices shall apply, the limits of normal width and depth of excavation shall be as described below, unless other limits are indicated in the Contract Documents.
- B. For pipes in trench, the normal width of the trench shall be measured between vertical planes which are a distance apart equal to the sum of 18 inches plus 1-1/3 times the nominal inside diameter of the pipe. If the width so computed is less than 3.0 feet, a width of 3.0 feet shall be taken as the normal width for payment. The normal depth shall be measured to a distance of 0.5 feet below the bottom of the pipe in earth and 0.5 feet in rock, unless there be a cradle underneath the pipe, in which case the normal depth shall be measured to the underside of the cradle. The trench width for the cradle shall be assumed to be that specified above for pipes in the trench.
- C. For concrete placed directly against undisturbed earth, the normal width and depth of the excavation for such concrete shall be measured to the neat lines of the concrete as indicated on the Drawings or as ordered.
- D. For concrete placed against rock surfaces resulting from rock excavation, the normal width and depth of the excavation shall be measured to 4 inches outside the neat lines of the concrete as indicated on the Drawings or as ordered.

- E. For other structures, except manholes as noted below, the normal width shall be measured between vertical planes 1.0 feet outside the neat lines of the several parts of the structure, except that the width at any elevation shall be measured as not less than the width at a lower elevation. The normal depth shall be measured to the underside of that part of the structure for which the excavation is made.
- F. No additional width or depth of trenches excavated in earth or rock shall be allowed at standard circular manholes. The pay limit for rock removed outside proposed manholes shall commence one foot (1.0) outside the widest dimension of the structure or shall be the maximum connecting trench width, whichever is greater.
- G. Wherever bell holes are required for jointing pipe, they shall be provided without additional compensation over and above that resulting from measurements as above described.

#### 1.03 COVERING EXCAVATED TRENCH

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

#### 1.04 MAINTAINING TRENCH EXCAVATIONS

- A. The length of trench opened at any time, from point where ground is being broken to completed backfill, and also the amount of space in streets or public and private lands occupied by equipment, trench, and supplies, shall not exceed the length of space considered reasonably necessary and expedient by the Engineer. In determining the length of open trench or spaces for equipment, materials, supplies and other necessities, the Engineer will consider: the nature of the lands or streets where work is being done; types and methods of construction and equipment being used; inconvenience to the public or to private parties; possible dangers; and other proper matters. All work must be constructed with a minimum inconvenience and danger to the public and all other parties concerned.
- B. Whenever any trench obstructs pedestrian and vehicular traffic in or to any public street, private driveway or property entrance, or on private property, the Contractor take such means as may be necessary to maintain pedestrian and vehicular traffic and access. Until such time as the work may have attained sufficient strength to support backfill, or if for any other reason it is not expedient to backfill the trench immediately, construct and maintain suitable plank crossing and bridges to carry essential traffic in or to the street, driveway or property in question, as specified or directed.

- C. Suitable signs, lights, and such items required by Police Authorities to direct traffic, shall be furnished and maintained by the Contractor at his own expense, unless pay items are provided for in this specification.
- D. Keep streets and premises free from unnecessary obstructions, debris and all other materials. The Engineer may, at any time, order all equipment, materials, surplus from excavations, debris and all other materials lying outside that length of working space, promptly removed. Should the Contractor fail to remove such material within 24 hours after notice to remove the same, the Owner may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor's expense; and may deduct the costs thereof from payments which may be or may become, due to the Contractor under the Contract. In special cases, where public safety urgently demands it, the Owner may cause such materials to be removed at the Contractor's expense without prior notice.

#### 1.05 DISRUPTION OF STORM DRAINS

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

#### 1.06 LAND, EASEMENTS, AND RIGHTS-OF-WAY

- A. A portion of the work may be located within easements and/or rights-of-way, obtained or which will be obtained by the Owner, through private property. On all other lands, the Contractor has no rights unless he obtains them from the proper parties.
- B. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land, easements and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- C. The Owner shall provide to the Contractor information, which delineates and describes the lands owned and rights-of-way acquired.
- D. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.
- E. If however, lands, easements or rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his work upon such land, easements or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of its inability to procure the lands, easements, or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of work will be extended to such time as the Owner determines will

compensate for the time lost by such delay, such determination to set forth in writing.

#### 1.07 CLEANING FINISHED WORK

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

#### 1.08 UNIFORMED POLICE DETAILS

- A. When so directed, the Contractor shall coordinate with the Owner to make all arrangements with the Hull Police Department to obtain any necessary police details. Payment will be covered by the Owner.

**END OF SECTION**

**DIVISION 1**  
**GENERAL REQUIREMENTS**

**SECTION 01010**  
**SUMMARY OF WORK**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Work covered by the Contract, listing of Owner, Project location, Engineer, Designated Agent, Sequence requirements, the Contractor's use of the premises and Owner's occupancy requirements.

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work to be done under this contract consists of furnishing all necessary labor, materials and equipment required for pavement rehabilitation and related improvements of Nantasket Avenue from H Street to Y Street for an approximate length of 3,400 feet.
- B. The work includes full depth box widening, pavement milling, hot mix asphalt paving, utility structure adjustments, granite curb, cement concrete sidewalks and wheelchair ramps, pavement markings, safety controls and signing for construction operations and other incidental items included in the contract documents.
- C. All work done under this contract shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges dated 1988, the Supplemental Specifications, dated July 1, 2015, and the latest Interim Supplemental Specifications; the 2017 Construction Standard Details, the 1990 Standard Drawings for Signs and Supports; the 2009 Manual on Uniform Traffic Control Devices with Massachusetts Amendments; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standard for Nursery Stock; the Plans and these Special Provisions.
- D. References within the Standard Specifications to MassDOT, the Department, or the Engineer shall, for the purposes of this Contract, be construed to mean the Town of Hull or its designated representative.
- E. All work is more particularly indicated, shown or described in the Drawings, Specifications, and other Contract Documents.

### 1.03 OWNER

- A. Town of Hull  
253 Atlantic Avenue  
Hull, MA 02045  
Telephone: (781) 925-2000  
Contact: Mr. Philip Lemnios, Town Manager

### 1.04 PROJECT LOCATIONS

- A. Nantasket Avenue from H Street to Y Street

### 1.05 ENGINEER

- A. BETA Group, Inc.  
315 Norwood Park South  
Norwood, Massachusetts 02062  
Telephone: 781-255-1982  
Fax: 781- 255-1974  
Contact: Mr. Chris Roy, P.E., Senior Project Manager

### 1.06 TOWN'S DESIGNATED AGENT

- A. Mr. Chris DiIorio, Community Development and Planning Director

### 1.07 WORK SEQUENCE

- A. In order that Work may be conducted with minimum inconvenience to the public and, work under this Contract may be coordinated with other work which may be under construction or contemplated, and that work under the Contract may conform to conditions which it has been undertaken or conditions attached to a right-of-way or particular location for this work, the Engineer may determine the point or points and time or times when portions of work will commence or be carried on and may issue orders pertaining to the work sequence, relative to the rate of progress on several portions of the work.

### 1.08 CONTRACTOR USE OF PREMISES

- A. The Contractor's use of premises shall be within the limits shown on the Drawings and as defined in Section 00500 – Contract Agreement, for the performance of the Work.
- B. The Contractor shall assume full responsibility for security of all materials and equipment on the site, including those of his subcontractor's.
- C. If directed by the Owner, the Contractor shall move any stored items that interfere with operations of the Owner.
- D. Obtain and pay for use of additional storage or work areas, if needed to perform the Work.

### 1.09 OWNER OCCUPANCY REQUIREMENTS

Unless otherwise specifically approved, all roadways within the project area must remain in full service at all times throughout the duration of the project unless otherwise approved by the Town. Also, access to properties must be maintained.

PART 2 PRODUCTS  
NOT USED

PART 3 EXECUTION  
NOT USED

**END OF SECTION**



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**SECTION 01025****MEASUREMENT AND PAYMENT****PART 1 GENERAL****1.01 SCOPE**

- A. The purpose of this section is to define the basis of measurement and payment for the unit price or lump sum items listed in SECTION 00300, BID PROPOSAL.
- B. Section 9.00 of the Commonwealth of Massachusetts Highway Department (MassDOT) Standard Specifications for Highways and Bridges 1988 and the Supplemental Specifications, dated June 15, 2012 are hereby included in its entirety.

**1.02 PAYMENT ITEMS**

- A. Work Items of this Project are referenced with Items Numbers and Item Descriptions similar to those currently in use by the MassDOT, Highway Division.

**1.03 BASIS OF MEASUREMENT AND PAYMENT**

- A. Method of Measurement and Basis of Payment for Work Items shall be as called for under the appropriate section of the MassDOT Standard Specifications, unless modified in Sections 02500, Special Provisions and 02550, Construction Specifications.

**END OF SECTION**

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**SECTION 01050****FIELD ENGINEERING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Survey work and other field engineering responsibilities of the Contractor.

**1.02 REQUIREMENTS**

- A. The Contractor shall be responsible for field survey, layout of the work and the establishing of lines and grades for his use.
- B. Establish elevations, lines, levels, reference marks, batter boards, etc., required during the progress of the Work. Verify such marks by instrument to confirm accuracy.
- C. Locate and protect established survey control and reference points.
- D. Make, check, and be responsible for all measurements and dimensions necessary for the proper construction of the Work.
- E. The Engineer will be permitted to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor. The Contractor shall correct any errors found in lines, elevations, reference marks, batter boards, etc.. Such a check shall not be construed as approval of the Contractor's work and shall not relieve or diminish the responsibility of the Contractor for the accurate construction and completion of the Work.
- F. Control datum for survey shall be a relative one per street established by the Contractor.

**1.03 QUALITY ASSURANCE**

- A. The Contractor shall employ a Civil Engineer or Land Surveyor registered in the State of Massachusetts, acceptable to the Owner.
- B. The Contractor shall submit a certificate signed by the Contractor's Engineer or Land Surveyor stating elevations and locations of the Work are in conformance with the Contract Documents.

**PART 2 PRODUCTS  
NOT USED****PART 3 EXECUTION  
NOT USED****END OF SECTION**

**SECTION 01200****PROJECT MEETINGS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for project meetings.

**1.02 PRECONSTRUCTION CONFERENCE**

- A. Mandatory Pre-construction conference will be held **at a date TBD** at the time and place specified in the Notice to Bidders.
- B. The pre-construction conference will be scheduled and administered within fourteen (14) calendar days after the dated "Notice to Proceed". The Contractor shall be prepared to address such topics as projected construction schedules, major personnel, critical work areas, construction facilities and shop drawing submittals.

**1.03 PROGRESS MEETINGS**

- A. The Engineer will schedule and administer progress meetings and specially called meetings throughout the duration of the Work at period intervals.
- B. The time and location of such meetings shall be designated by the Engineer and shall be convenient for all parties involved.
- C. If needed, Engineer will prepare agenda with copies for participants, preside at meetings, record minutes and distribute copies.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END OF SECTION**

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## SECTION 01300

### SUBMITTALS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Requirements for submission of schedules and shop drawings.

##### 1.02 PROGRESS SCHEDULE

- A. Within fourteen (14) calendar days after execution of the Contract Documents, the Contractor shall submit to the Engineer for review a construction progress schedule conforming to requirements specified. This schedule should show the proposed dates of commencement and completion of each of the various subdivisions of work required under this Contract and the anticipated monthly percentage of completion based on the total contract price. The Contractor shall be responsible for updating and/or revising this schedule whenever directed by the Engineer throughout the duration of the Contract.
- B. Special attention is directed to the requirement that the Contractor shall start the Work, as specified under this Contract, no later than thirty (30) calendar days after the execution of the Contract Documents, unless otherwise authorized by the Owner. The Contractor shall comply with all pre-construction requirements as specified. The Owner reserves the right to delay the commencement of the Work or any part thereof, if the specified requirements as determined by the Engineer have not been satisfied. The Owner further reserves the right to limit or, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest and/or safety to do so.
- C. The Contractor shall contact the appropriate town or city authorities concerning any public or semi-public events that may occur during the construction period that may affect construction. The Contractor alone shall be responsible for arranging his construction sequence to conform to any restrictions these events may impose. No claims for extras will be allowed because of any delay, extra materials handling, extra excavation, etc. caused by the imposed restrictions. However, additional time may be granted for completion of the work to compensate for delays caused by said restrictions.

##### 1.03 SHOP DRAWINGS

- A. Submit six (6) copies of shop and working drawings for items of work specifically requested.
- B. A maximum of two (2) submittals of each shop drawing will be reviewed by the Engineer. If more submittals are required due to the Contractor's neglect or failure to fulfill the requirements of the Contract plans and/or specifications, or to make

- corrections or modifications required by the Engineer in the review of the first two submittals, the Engineer will review the submittal and the Contractor will be responsible for the cost of the review, as determined by the Owner based on the Engineer's documentation of time and rates for additional services established in the Engineering Agreement between the Owner and the Engineer.
- C. If re-submittals on shop and working drawings are required, the Engineer will retain three (3) copies and three (3) copies will be returned to the Contractor. When re-submittals are returned to the Engineer, six copies of the complete submittal shall again be required.
- D. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When the dimensions are of particular importance, or when specified, the drawings shall be certified by the manufacturer or fabricator as correct for the Contract. The Contractor shall also be required to certify on the submitted drawings or catalog cuts that the equipment or the assembly are accepted by him and in conformance with the Plans and Specifications.
- E. When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted in place of shop and working drawings.
- F. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings to eliminate delay to the Work due to the absence of such drawings. All shop and working drawings must be submitted to the Engineer within thirty (30) calendar days prior to incorporation into the Work, unless otherwise permitted by the Engineer. Prior to the submittal of any shop drawings, the Contractor shall submit a schedule of proposed shop drawing transmittals. The schedule shall identify the subject matter of each transmittal, the corresponding specification section number and the proposed date of submission. Prior to and during the progress of the Work the schedule shall be revised and resubmitted as requested by the Engineer.
- G. No material or equipment shall be purchased or fabricated for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.
- H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the Work (such as the construction of foundations) for which review is required.
- I. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop and working

- drawings. All drawings shall be clearly marked with the names of the Owner, Contractor, and building, equipment, or structure to which the drawing applies, and shall be suitable numbered. Submitted shop drawings shall be accompanied by a multi-part letter of transmittal provided by the Engineer, and completed by the Contractor as directed by the Engineer.
- J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.
- K. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.
- L. The review of shop and working drawings by the Engineer will be general only, and nothing contained in this Section shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance as specified.
- M. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires, appurtenances, or layouts etc., either existing or as detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do the work necessary to make such modifications.
- N. The Contractor shall furnish additional copies of shop drawings or catalog cuts when so requested.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END OF SECTION**

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**SECTION 01400****QUALITY CONTROL****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Requirements for Contractor's quality control of products, suppliers, manufacturers, services, site conditions, and workmanship, to produce work of the specified quality.

**1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- A. Comply fully with manufacturers' instructions, including each step in sequence.
- B. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

**1.03 FIELD SAMPLES**

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified to be removed, clear area only after field sample has been accepted by the Engineer.

**1.04 CERTIFIED WELDERS**

- A. Structural welds shall be made only by operators who have been qualified by tests, as prescribed in the "Standard Qualification Procedure" of the American Welders Society, to perform the type of work required.
- B. Pipe welds shall be made only by operators who have been qualified by the National Certified Pipe Welding Bureau and each operator's qualification record shall be submitted to the Engineer before any work is performed.
- C. Shop welding shall be in accordance with the "Code for Welding in Building Construction".

PART 2 PRODUCTS  
NOT USED

PART 3 EXECUTION  
NOT USED

**END OF SECTION**



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**SECTION 01410****TESTING LABORATORY SERVICES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Qualification, duties and responsibilities of testing laboratories. Also, coordination and scheduling are responsibilities of the Contractor.
- B. Related Sections  
Section 01600 - Materials and Equipment

**1.02 PAYMENT PROCEDURES**

- A. Initial Testing: Unless otherwise specified herein, the Owner will pay for additional initial testing services required by the Engineer.
- B. Retesting: When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.
- C. Contractor's Testing: Inspecting and testing performed exclusively for the Contractor's convenience or as required of him by the technical specifications shall be the sole responsibility of the Contractor.

**1.03 REFERENCES**

- A. American Society for Testing and Materials (ASTM)
  - 1. E-329-90, Use in the Evaluation of Testing and Inspection Agencies as Used in Construction.

**1.04 REQUIREMENTS**

- A. Work included:
  - 1. Cooperate with the Owner's selected testing agency and all others responsible for testing and inspecting the Work.
  - 2. Provide other testing and inspecting as specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.
  - 3. Where no testing requirements are described, but the Owner directs testing, the Contractor shall provide testing under the requirements of this Specification.

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### 1.05 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329-90.
- B. Regulatory requirements
  - 1. Testing, when required, will be in accordance with all pertinent codes, regulations, and with selected standards of the American Society for Testing and Materials.
  - 2. Regulatory Requirement Inspections and tests required by codes or ordinances, or by a plan approved authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01600 - Materials and Equipment.
- B. Promptly process and distribute, to the Engineer, required copies of test reports and instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

### 1.07 SCHEDULING

- A. Establishing schedule
  - 1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
  - 2. Provide all required time within the construction schedule.
  - 3. Coordinate testing activity with the appropriate testing laboratory.
- B. Revising schedule
  - 1. When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.
- C. Adherence to schedule
  - 1. When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

PART 2 PRODUCTS  
NOT USED

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.
- B. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

**END OF SECTION**

**SECTION 01510****TEMPORARY UTILITIES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Requirements for temporary utilities required during construction.

**1.02 GENERAL REQUIREMENTS**

- A. The Contractor is responsible for payment of all costs associated with the installation and operation of all temporary utilities necessary for the completion of the work. The Contractor shall arrange with the Engineer and Owner methods of determining monthly utility costs for Temporary Utilities prior to connection of any temporary systems. The Contractor shall pay the Owner on a monthly basis for all temporary utility costs. The Temporary Utilities to be paid by the Contractor include, but are not limited to the following: Electricity, Water, Sanitary, Heating, Ventilation, Plumbing and other services required to complete the work.

**1.03 TEMPORARY SANITARY FACILITIES**

- A. Provide adequate sanitary facilities for the use of those employed on the Work. Sanitary facilities shall be made available when the first employees arrive on the site of the Work, be properly secluded from public observation, and be maintained during the progress of the Work in suitable numbers.
- B. Maintain sanitary facilities in an orderly and sanitary condition at all times and enforce their use. Rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or any adjacent property.

**PART 2 PRODUCTS  
NOT USED****PART 3 EXECUTION  
NOT USED****END OF SECTION**

**SECTION 01560****TEMPORARY CONTROLS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Requirements for cleaning, maintenance of the project site, barriers and fences required during construction.

**1.02 CLEANING DURING CONSTRUCTION**

- A. Contractor shall perform clean-up operations during construction as herein specified.
1. Control accumulation of waste materials and rubbish; periodically dispose of off-site. Bear all costs, including fees resulting from disposal.
  2. Maintain project in accordance with all local, State and Federal Regulatory Requirements.
  3. Store volatile wastes in covered metal containers, and remove from premises.
  4. Prevent accumulation of wastes that create hazardous conditions.
  5. Provide adequate ventilation during use of volatile or noxious substances
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
1. Do not burn or bury rubbish and waste materials on site.
  2. Do not dispose or volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  3. Do not dispose of wastes into streams or waterways.
  4. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
  5. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from construction operations.
  6. Provide on-site containers for collection of waste materials, debris, and rubbish.

7. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas off the construction site.
8. During its progress, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
9. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc. shall, upon completion of the work, be left in a clean and neat condition.

#### 1.03 DUST CONTROL

- A. Provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable general conditions or performance obligations of the Contractor.

#### 1.04 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- E. Construct sediment control devices for discharge from dewatering trenches.
- F. Construct all sedimentation control devices shown on the plans.

#### 1.05 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.

- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
  - 1. Equip air compressors with silencers, and power equipment with mufflers.
  - 2. Manage vehicular traffic and scheduling to reduce noise.

#### 1.06 POLLUTION CONTROL

- A. Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows, if any along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any pools or other bodies of water.

#### 1.07 SURFACE WATER CONTROL

- A. Take all precautions to prevent damage to the work or equipment by high waters or by storms. The Engineer with the approval of the Owner may prohibit the carrying out of any work at any time when in his judgment, high water or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress.
- B. In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work, as the Engineer may require, at no additional expense to the Owner.

#### 1.08 BARRIERS AND ENCLOSURES

- A. Fences and Barricades
  - 1. Provide and maintain temporary fences, barriers, lights, guardrails, and barricades as indicated in the Contract Documents, or as necessary to secure the Work and adjacent property, and protect persons and property.
  - 2. Obtain necessary approvals and permits and provide temporary expedients as necessary to accommodate tasks requiring items mentioned herein.
- B. Protection of Trees
  - 1. The Contractor shall take care not to harm trees along the sides of roads or with in the existing facility in which the construction work is to be done or trees on adjacent lands except as indicated on the drawings or with the written permission of the Owner and any other owner of the trees involved. Care shall be taken not to cut tree roots so as to harm the growth of trees to remain.

2. If, in the opinion of the Engineer, any trees damaged during construction can be repaired, the Contractor shall satisfactorily repair same at no further cost to the Owner.
3. If, in the opinion of the Engineer, any tree damaged during construction cannot be repaired and should be removed, the Contractor shall satisfactorily remove and replace, in kind, same at no further cost to the Owner.

PART 2 PRODUCTS  
NOT USED

PART 3 EXECUTION  
NOT USED

**END OF SECTION**



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**SECTION 01570****TRAFFIC REGULATIONS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Requirements for traffic control for the duration of the Contract.

**1.02 REFERENCES**

- A. Manual of Uniform Traffic Control Devices (MUTCD) latest edition, including published revisions.

**1.03 PERFORMANCE REQUIREMENTS**

- A. The Contractor shall prepare and submit to the Engineer a proposed work schedule which complies with the plans and specifications. No work shall start until the Engineer's approval of the schedule is received.
- B. Contractor shall have the sole responsibility for the maintenance and protection of traffic.
- C. No construction will be permitted within 300 feet of a school, day care center, or day camp when children are either arriving or departing the facility. The actual hours involved will be obtained by the Contractor from the respective facility.
- D. An authorized representative of the Contractor shall be available on a 24-hour basis for the duration of the Contract for the purpose of correcting construction related impediments or hazards.

**1.04 SUBMIT TRAFFIC PLANS**

- A. In accordance with SECTION 01300 – SUBMITTALS, submit a traffic plan delineating requirements of this section, the Contract Drawings, and the Town of Hull.
- B. Traffic control plans shall detail all typical work zones and detours.

**1.05 SITE CONDITIONS**

- A. Replace at no cost to the Owner pavement markings, legends and lane arrows removed or damaged by the construction operation.
- B. Restore temporary detours to original condition.
- C. Replace traffic signal loops damaged during construction within 72 hours.

## 1.06 SCHEDULING

- A. The Contractor shall minimize the construction impacts to the traveling public and abutting property owners by limiting the extent of roadway excavation and requiring the restoration of a weather-tight pavement surface as stipulated below. All proposed underground installations (utilities, drainage, sewer, etc.) must be in place prior to the beginning of roadway excavation.
- B. The Owner reserves the right to alter the lengths of excavation and other operations in order to ensure the safety of the traveling public and abutting property owners.

## PART 2 PRODUCTS

### 2.1 TRAFFIC CONTROL DEVICES

- A. Devices shall be in accordance with the MUTCD.

## PART 3 EXECUTION

### 3.1 INSTALLATION OF TRAFFIC CONTROL DEVICES

- A. Installations shall be in accordance with the MUTCD.

**END OF SECTION**

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**SECTION 01600**  
**MATERIALS AND EQUIPMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for delivery, storage, handling and installation of systems, materials, manufactured units, equipment, components, and accessories used in the work.

**1.02 DELIVERY**

- A. Refer to Specifications' Sections for requirements pertaining to delivery and handling of materials and equipment.
- B. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct, and products are undamaged.

**1.03 STORAGE AND PROTECTION**

- A. Refer to Specifications' Sections for requirements pertaining to storage and protection of materials and equipment.
- B. Store products in accordance with manufacturers' instruction, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturers' instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged, and are maintained under required conditions.

**1.04 INSTALLATION STANDARDS**

- A. Comply with Specifications and referenced standards as minimum requirements.
- B. Components required to be supplied in quantity within a Specification Section shall be the same, and shall be interchangeable.

- C. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by the Contract Documents.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- F. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 01300 - Submittals, distribute copies to persons involved, and maintain one set in field office.
- G. Perform work in accordance with details of instructions and specified requirements.

PART 2 PRODUCTS  
NOT USED

PART 3 EXECUTION  
NOT USED

**END OF SECTION**

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**SECTION 01800****MAINTENANCE****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Procedures for maintaining work completed under this Contract.

**1.02 MAINTENANCE PERIOD**

- A. The general maintenance period for all construction or materials under this Contract shall be one (1) year subsequent to the date of the acceptance of the work by the Owner, or as provided by other sections of this Specification.
- B. If the Owner puts any structure or equipment to use prior to acceptance of all work under the Contract, the maintenance period for such structures or equipment shall be calculated from the time use begins.
- C. Contractor agrees to replace the material which does not conform to the Contract requirements, and to repair any damage of material or work without cost to the Owner, to satisfaction of Engineer, in conformance with Contract Documents provided orders for replacement and/or repairs are received in writing by the Contractor within the one year period.
- D. This Section shall in no way limit the duration of the Contractor's responsibility for the correction of any defect due to workmanship or materials provided by the Contractor which are not in compliance with the Contract Documents.

**1.03 ABUSE OF WORK**

- A. Contractor is not obligated to perform work of replacement or repair that he may prove is required because of abuse by parties other than the Contractor, after the date the Owner puts to continuous use the work requiring replacements or repair, or after date the Owner has approved the Certificate of Completion.

**1.04 EMERGENCY REPAIRS**

- A. If the Owner deems necessary, the Owner shall order replacement or repairs be undertaken within 24 hours.
- B. If the Contractor delays or fails to make the ordered replacement or repairs within the time specified, the Owner shall have the right to make such replacements or repairs and the expense shall be deducted from moneys due the Contractor, or moneys of the Contractor retained by the Owner.

**PART 2 PRODUCTS**

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

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**DIVISION 2**  
**ROADWAY WORK**

**SECTION 02500**  
**SPECIAL PROVISIONS**

**SCOPE OF WORK**

The work to be done under this contract consists of furnishing all necessary labor, materials and equipment required for pavement rehabilitation and related improvements of Nantasket Avenue from H Street to Y Street.

The work includes full depth box widening, pavement milling, hot mix asphalt paving, utility structure adjustments, granite curb, cement concrete sidewalks and wheelchair ramps, pavement markings, safety controls and signing for construction operations and other incidental items included in the contract documents.

All work under this Contract shall be done in conformance with the MassDOT Highway Division *Standard Specifications for Highways and Bridges* dated 1988, the *Supplemental Specifications* dated July 1, 2015 and the latest *Interim Supplemental Specifications*; the *2017 Construction Standard Details*, the *1990 Standard Drawings for Signs and Supports*; the *2009 Manual on Uniform Traffic Control Devices (MUTCD) with Massachusetts Amendments* and the *Standard Municipal Traffic Code*; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; the latest edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

References within the Standard Specifications to MassDOT, the Department, or the Engineer shall, for the purposes of this Contract, be construed to mean the Town of Hull or its Designated Agent.

**ARCHITECTURAL ACCESS BOARD TOLERANCES**

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

All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB). The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all wheelchair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards.

**ORDERING OF MATERIALS AND DRAWINGS**

The Contractor shall provide the Engineer within thirty (30) days of receipt of the contract, written evidence that:

1. He has ordered the shop drawings for the materials for which shop drawings are required for this contract;

2. He has ordered from a supplier or manufacturer, the catch basin frames, grates and other such castings and materials necessary to complete the project.

The Contractor shall further provide the Engineer written evidence within thirty (30) days of receipt of the Contract that these orders have been confirmed in writing by the manufacturer with delivery dates appropriate for timely completion of the project. These confirmations of orders will become part of the project records.

Failure to comply with any of the ordering requirements shall nullify a request for an extension of the project completion date.

**SHOP DRAWING SUBMITTAL** (Supplementing Subsection 5.02)

The following is a list of items and materials that require shop drawing or catalog cut approval:

- Drainage/Sewer castings
- Pavement Design
- Detectable Warning Panels

**CONCURRENT WORK BY OTHERS WITHIN PROJECT LIMITS**

(Supplementing Subsection 5.06)

Concurrent work may be in progress in the project areas by the Town of Hull or utility companies or others. The Contractor is required to coordinate his activities with all work by others within and adjacent to the project limits. No additional payments will be allowed for any disruption of work schedule caused by or required to coordinate work in this contract and work to be performed by others.

**STEEL PLATES IN CONSTRUCTION ZONES** (Supplementing Subsection 7.09)

At the end of each working day trenches in areas of public travel shall be backfilled and covered with steel plates, each edge of such plates shall either be beveled or protected by a slope of 2 feet horizontally to 1 inch vertically. Any temporary patching material may be used to construct the ramps. The cost of necessary patching materials, and their maintenance and removal, will be considered incidental to the item involved with no separate payment.

**PROPERTY BOUNDS** (Supplementing Subsection 7.13)

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 accurately replaced and/or realigned by the Contractor as required by the Designated Agent or Engineer. The Contractor shall employ a Land Surveyor registered in Massachusetts to perform this work. No further compensation will be due the Contractor for the materials and labor required to re-establish a bound disturbed by the Contractor, except as otherwise noted herein.



**DRAINAGE** (Supplementing Subsection 7.13)

It shall be the Contractor's responsibility to maintain proper drainage in the areas under construction until the final system is put into use.

All proposed or impacted existing pipes and structures within the limits of this contract shall be left in a clean and operable condition at the completion of the work. It shall be the responsibility of the Contractor to make certain that new drainage systems carrying run-off from the limit of this project operate efficiently to their points of discharge into existing systems. Debris in pipes and structures, including deposition of hazardous material as a result of the Contractor's operations shall be removed by the Contractor in accordance with state and federal guidelines without compensation.

All the above work shall be included under the relevant drainage item without additional compensation therefor. Any adjustments made to new drainage structures will be included under the contract unit price for the respective structures.

**PROTECTION OF UNDERGROUND FACILITIES**

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur. The Contractor shall notify the Town of Hull and Mass. DIG SAFE and procure a DIG SAFE number for each location prior to disturbing the existing ground in any way.

DIG SAFE Call Center 1-888-344-7233

The Contractor shall notify the Town and Dig Safe 72 hours prior to start of construction.

**NOTICE TO OWNERS OF UTILITIES** (Supplementing Subsection 7.13)

The Contractor shall give written notice to all public service corporations or officials, owning or having charge of public or privately owned utilities, of his intention to commence operations affecting such utilities one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer. Before commencing work on service connections, the Contractor shall contact the serving utility to ensure that proper construction procedures are followed.

The following are the names and addresses of some of the agencies which may be affected, and must be notified. Completeness of this list is not guaranteed. The Contractor shall ensure that all affected agencies are notified.

Hull Department of Public Works  
 9 Nantasket Avenue  
 Hull, MA 02045  
 Mr. James Dow, Director  
 781-925-0900

National Grid Gas  
 40 Sylvan Road-3rd Floor-W3.244  
 Waltham, MA 02451  
 Ms. Melissa Owens  
 781-907-2845

Hull Wastewater Treatment Plant  
 1111 Nantasket Avenue  
 Hull, MA 02045  
 John Struzziery, Supervisor  
 781-925-1207

Verizon  
 385 Myles Standish Blvd.  
 Taunton, MA 02780  
 Ms. Karen Mealey  
 774-409-3160

Aquarian Water Co.  
 900 Main Street  
 Hingham, MA 02043  
 Robert Roland  
 781-740-6692

Comcast  
 P.O. Box 6505  
 Chlemsford, MA 01824  
 Ms. Wendy Brown  
 978-848-5183

Hull Municipal Light Department  
 15 Edgewater Road  
 Hull, MA 02045  
 Mr. Panos Tokadjian, Operations Manager  
 781-925-0051

Lightower  
 80 Central Street  
 Boxborough, MA 01719  
 Mr. Mark Bonanno  
 508-616-7818

Hull Police Department  
 1 School Street  
 Hull, MA 02045  
 Mr. John Dunn, Police Chief  
 781-925-1212

MBTA  
 100 Summer Street – Suite 1200  
 Boston, MA 02110  
 Ms. Christine Bresnahan  
 617-222-3361

Hull Fire Department  
 671 Nantasket Avenue  
 Hull, MA 02045  
 Mr. Christopher Russo, Fire Chief  
 781-925-2424

**PROTECTION OF UTILITIES AND PROPERTY** (Supplementing Subsection 7.13)

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 or other structures, 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. He 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 the commencement of work.

In case of damage to utilities, the Contractor shall promptly notify the owner and shall, if requested by the Engineer, furnish laborers to work temporarily under the 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 Town or by the utility company which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore.

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 Engineer, 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 will, as soon thereafter as it reasonably can, cause the position of the utilities to be changed or take such other action as it deems suitable and proper.

If live service connections are to be interrupted by excavation of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall also be plugged off or otherwise made secure by the utility company involved.

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 therefor.

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.

The Contractor will cooperate fully with all utility companies private or public, and will notify all such companies at least twenty-four hours prior to excavating in the vicinity of any utility. It is understood that the Contractor has considered in his bid the existence of the various utilities and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference by said utilities.

The Contractor shall pay the serving utility for their services rendered for the connection of the overhead service connections.

### **WATER SYSTEM ITEMS**

The Town of Hull's water systems infrastructure is owned by Aquarian, a private utility company. All water gate boxes, service boxes, hydrants, etc. will be adjusted or removed and reset by Aquarian. The Contractor shall coordinate with Aquarian and all other private utility companies to complete the work. Contractor coordination is considered incidental and no separate payment will be made.

### **PROTECTION OF PERSONAL PROPERTY**

The Contractor shall exercise due care when working around all personal property and roadside features which are to remain. Trees to remain within work limits shall have tree protection. Any damage resulting from the actions of the Contractor, shall be replaced and/or repaired by the Contractor as directed by the Engineer. No further compensation will be due the Contractor for the materials and labor required to protect personal property, roadside features to remain or protection for trees.

**SAWCUTTING**

Unless specifically stated otherwise, no separate compensation will be made for sawcutting. Sawcutting shall be considered as included in the payment made for the various items of this contract.

All edges of excavation made in existing pavements, driveways and sidewalks shall be squared by sawcutting with power-driven tools to provide a neat, clean edge for joining new pavement and sidewalks. Ragged, uneven edges shall not be accepted. Areas which have been broken or undetermined shall be edged neatly with a minimum disturbance to remaining pavement or sidewalks.

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

**WORK SCHEDULE** (Supplementing Subsection 8.02)

Work on this project is restricted to 7:00 AM to 7:00 PM with the Prime Contractor and all Subcontractors working on the same shift. The Prime Contractor will have superintendent on site whenever work is being performed. No work shall be done on this contract on Sundays, or Holidays, unless otherwise approved by the Town in advance. Work will not be allowed the day before or the day after a long weekend, which involves a holiday without prior approval by the Town.

**The overall contract time shall be limited to 45 on-site working days commencing with construction.** A working day shall be construed as an eight hour day and not being Saturdays, Sundays, or legal holidays.

**SCHEDULE OF OPERATIONS** (Supplementing Subsection 8.02)

The Contractor shall submit to the Engineer, three copies of a schedule of operations within seven days after execution of the Contract. This seven-day period may be changed or waived with the approval of the Engineer. The schedule shall show the proposed methods of construction, sequence of work, proposed safety measures, and the time the Contractor proposes to complete the various items of work within the time specified in the Contract.

**PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK**

(Supplementing Subsection 8.03)

Before starting any work under this Contract, the Contractor shall submit a Schedule of Operation, as provided in Section 8.02. This work schedule shall include a plan of his construction procedures, detours, and the traffic safety devices he will use during the prosecution of the work as set forth in Section 850.

Any area which the Contractor may require for storage of equipment and materials, or for other purposes necessary in the performance of the work, shall be secured by the Contractor at his own expense. Materials, including excavation intended for backfill, shall not be stored or stacked on roadway surfaces unless specifically permitted by the Engineer.

In general, the Contractor shall coordinate his work with the work to be done by the public utilities or other agencies, and he shall so schedule his operations as to cause the least interruption to the normal flow of traffic in existing roads. The Contractor may be required to

temporarily suspend operations, when such are considered by the Engineer to be a hindrance hazard to traffic.

Signs having messages that are irrelevant to normal traffic conditions will be removed or properly covered at the end of each work period. Signs are to be kept clean at all times, and legends shall be distinctive and unmarred. The Contractor shall provide, place and erect all necessary barricades and warning signs and maintain adequate lights and illumination therefore. He shall be held responsible for all damage to the work due to any failure of signs and barricades needed to protect the work from traffic, pedestrians, or other causes.

The Contractor shall not proceed with surfacing operations without written approval of the Engineer. The Contractor shall provide for the removal of all material spilled from his trucks on existing pavement over which it is hauled, or otherwise deposited thereon whenever, in the judgment of the Engineer, the accumulation is sufficient to cause the formation of mud or dust, or interfere with drainage or create a traffic hazard.

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 owner, either the municipality or the utility company. The cost of such repairs shall be borne by the Contractor without compensation.

The Contractor shall determine the exact location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground utilities. The Contractor shall include in his bid a sufficient allowance to cover the cost of any exploratory excavations, which are needed to verify utility locations and to accomplish all of the required work.

The Contractor shall be responsible for maintenance of flow in all water courses, drains and other pipes in the way of the proposed work or for any conveyance of the flow to a suitable point of discharge in such a manner that there will be no flow upon or hindrance to other work or cause nuisance of any kind.

Roadways under construction shall remain open to local traffic at all times during the period of time required for the completion of the work, except when specifically directed otherwise by the Town. At least one lane of traffic must be maintained at all times on all roads and all existing turning movements must be maintained through construction. Pedestrian and vehicle access to all abutting properties shall be maintained except for very short periods of time. When it is necessary to deny access to a property, the Owner shall be informed at least 48 hours in advance and alternative provisions made.

Facilities shall be provided by the Contractor for the safe and convenient passage of pedestrians and vehicles through the project. Particular care should be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety. The placement of necessary devices will be for daily work periods and shall be removed after the completion of work operations.

All proposed underground utility work must be completed before roadway rehabilitation begins on a particular roadway. Roadway excavations must be squared-off at the end of each day and any open utility trenches shall be backfilled and covered with steel plates. Backfilling and plating shall be considered incidental to the project and not be cause for additional compensation.

The Contractor may begin excavation at either end of the project, but must continue from that end to the completion of the project.. During non-working hours, no lateral drop-offs will be permitted within the area of excavation. The excavated areas shall be squared-off and ramped longitudinally at a rate of 12:1 or flatter to meet existing surfaces.

The Town reserves the right to alter the lengths of excavation and other operations, for the convenience of the traveling public and abutting property owners.

### **SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS**

(Supplementing Subsections 850.21 and 850.61)

Unless otherwise provided for by specific items in this contract, furnishing safety controls for construction operations shall be considered incidental to this contract and the costs for safety controls shall be included in the various price for those contract items requiring such controls.

Positioning, adjusting and re-positioning of all devices such as traffic cones, drums, barricades, concrete barriers, construction signs, high level warning devices, etc., not otherwise paid for under other items in this contract, is considered incidental and no separate payment will be made.

### **ENVIRONMENTAL CONTROLS**

Contractor shall control all dirt, dust erosion and other related construction emissions from the project to the satisfaction of the Town. Contractor shall compile with all applicable local, state and federal environmental regulations and permit requirements.

All construction equipment shall be fitted with suitable muffling devices so that the noise from construction operation shall be properly controlled. The Contractor shall control all dirt, dust erosion and other related construction emissions from the project to the satisfaction of the Designated Agent.

Calcium chloride for roadway dust control and/or water for roadway dust control shall be applied in accordance with Section 440. All costs in connection with the application of calcium chloride and/or water shall be included in the various payment items and no additional compensation will be made.

### **DISPOSAL OF SURPLUS MATERIALS**

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

**MATERIALS REMOVED AND STACKED**

Materials directed to be removed and stacked which are the property of the Town, shall be removed, transported and stacked at the Department of Public Works yard in the Town of Hull. All materials shall be neatly stacked as directed by the Town. In addition, all materials stacked shall be signed for by a Town representative.

If the Town's Representative determines that any portions of the stacked materials are unsuitable for re-use by the Town, or if other owners decide to abandon part or all of their materials, such materials shall become the property of the Contractor and he shall properly dispose of them off-site subject to the regulations and requirements of local authorities governing the disposal of such materials, at no additional compensation.

**TREE REMOVAL, CLEARING, GRUBBING AND TRIMMING**

No tree shall be removed prior to receiving approval from the Town of Hull. The removal of all trees shall be coordinated with the Town of Hull prior to removal. If any clearing and grubbing work or trimming of shrubs and hedges is required, it shall be considered incidental to the Contract. No separate payment shall be made for clearing, grubbing or trimming.

**TRAFFIC OFFICERS**

Uniformed Traffic Officers will be required during the construction period and shall be paid for directly by the Town. It shall be the responsibility of the Contractor to arrange for the necessary police details when approved by the Town for each police detail required. This request and approval may be verbal or in writing at the discretion of the Town.

The Town will pay the exact charges for police details directly to the Hull Police Department for details ordered by the Contractor for this project. There will be no administrative fee paid to the Contractor.

If the Contractor fails to cancel any police detail not needed, by the required deadline as set forth by the Hull Police Department, the cost for such detail as invoiced to the Town shall be deducted from the total reimbursement to the Contractor, unless otherwise waived by the Town.

**LIMIT OF WORK**

The following shall be brought to the Contractor's attention: The Plans depict general limits of grading and work. These are provided for bidding purposes only. The actual limits of work will be determined by the Engineer in the field and the Contractor shall comply with these adjustments. The quantities involved (either increase or decrease) will be paid at the prices bid and no additional payment shall be made beyond the payment for quantity used at the prices bid. **The Contractor shall understand that the actual limits of the project will extend at least 100 feet beyond limits of grading, work or project depicted on the plans before the Town will consider any claim of change of scope because of limit.**

**MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES**

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

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

**Base Price**

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

**Period Price**

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

**New Asphalt Period Price Method**

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

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

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

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt. This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

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



## **MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE**

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

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

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

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

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

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

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

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

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## **SECTION 02550 CONSTRUCTION SPECIFICATIONS**

### **ITEMS**

All Items of work in this Contract shall be governed by the "Commonwealth of Massachusetts, Highway Department (MassDOT) Standard Specifications for Highway and Bridges", dated 1988, including the latest supplements and addendum thereto.

The following items reflect special conditions particular to this Project. As such, they amend and/or supplement the provisions governing the Item, as described in the Standard Specifications.

### **ITEM 120.1 UNCLASSIFIED EXCAVATION CUBIC YARD**

The work to be done under this Item shall consist of removing and disposing in accordance with the relevant provisions of Section 120, all the materials obstructing the execution of required work, as shown on the plans and as directed, except for those materials for which payment is made inclusive with work specified to be performed under other items of this Contract.

The work under this Item shall include all excavation not otherwise included for payment under other items of this contract.

Foundations, if found, shall be left in place under the roadway surface and shall be removed to a depth of 3 feet; all other foundations left in place shall be removed to a depth of 12 inches below the finished grade.

Edges of excavations made in existing pavements shall be squared by saw cutting with power-driven tools to provide a neat, clean edge for joining new pavement. Ragged, uneven edges shall not be acceptable. Pavement areas which have been broken or undermined shall be edged neatly with minimum disturbance to remaining pavement.

Before starting any excavation, the Contractor shall field check and verify all utilities, vaults, septic systems, sprinkler systems, and other sub-surface features in the project area and be sure that the excavation will not disturb or damage such features. The Contractor will coordinate his construction activities with the owners of such features and obtain approval or permits, if necessary, prior to starting the excavation. Any damage to sub-surface features during the construction process will be the responsibility of the Contractor and will be repaired by the Contractor at his own expense. If the owner so wishes, he will repair the damage himself and bill the Contractor for his expenses.

When working next to existing retaining walls or buildings, the Contractor shall exercise extreme caution not to disturb existing walls. Any handwork necessary shall be considered part of the work of this section. If existing structures are disturbed, they shall be reconstructed at the Contractor's expense to thoroughly match the existing structure in color, texture, material and workmanship.

Payment under this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall include all labor, materials, and equipment necessary to complete the excavation and disposal of unwanted or surplus material, not covered by other items of this contract. If needed, the

lowering of existing structures required for the excavation operation shall be considered incidental to the work of this Item.

**ITEM 129. PAVEMENT MILLING SQUARE YARD**

Work under this Item shall conform to the relevant provisions of Subsection 120.06 and consist of the removing, by cold planer, of bituminous concrete from the roadway, as depicted on the plans or as directed by the Engineer.

This work shall consist of preparing a foundation for the placement of surfacing courses by the removal of 1.5 inches of bituminous material unless otherwise directed by the Engineer. The Contractor shall exercise care in the removal of pavement around manholes, basins, gates, etc.

The equipment shall be a self-loading machine capable of removing in one pass a layer of material 6 to 9 feet in width. The equipment shall be capable of accurately establishing profile grades by referencing from either the existing pavement or from an independent grade control and shall have a positive means for controlling cross slope elevations. The equipment shall also have an effective means for removing excess material from the surface and for preventing any dust resulting from the operation from escaping into the air.

The machine shall be capable of cutting to pre-determined grade or any depth up to 4 inches in one pass. The machine shall be adjustable as to crown and depth.

No asphalt millings shall remain on-site at the end of each day. If the Town wants to take ownership of asphalt millings resulting from pavement milling operations, the Contractor shall transport millings to the Town of Hull DPW Storage Facility. If Town does not want millings, they shall be disposed of properly in accordance with all federal, state and local regulations. There shall be no separate payment for the transportation and/or proper disposal of pavement millings.

Milled surfaces shall be squared off and vertically transitioned for the full width of the pavement at the end of each day. Adjustment of structures shall be made under the appropriate items of the contract with one adjustment payment allowed per structure under those items. Milling shall be varied to the extent practical in order to meet these grades with the proposed top course.

Payment under this Item shall be at the Contract Unit Price bid per Square Yard, regardless of depth up to a depth of 4 inches and/or the vertical adjustments required, which price shall include full compensation for all labor, materials, equipment, and incidentals necessary to cold plane pavement, transport millings, clean and prepare pavement surface to the satisfaction of the Engineer. Any additional hand work or jack-hammering needed to remove bituminous or cement concrete from around structures shall be included under this Item with no additional compensation.

**ITEM 141.1 TEST PIT FOR EXPLORATION CUBIC YARD**

The work to be done under this item shall conform to the relevant provisions of Section 140 supplemented by the following:

Test pits shall be excavated where designated on the plans and/or as directed and approved by the Engineer in advance. The maximum pay limits for a test pit shall be no more than 4' x 4' to the depth approved by the Engineer, unless otherwise directed by the Engineer.

Payment for work under this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall be full compensation for labor, materials, equipment, tools, saw-cutting, excavation, the taking and recording of measurements, proper backfilling and compaction, temporary and permanent asphalt patch, and other incidentals necessary to satisfactorily complete the work. **Test pits made without the expressed prior approval of the Engineer shall not be compensated for.**

**ITEM 151. GRAVEL BORROW CUBIC YARD**

Work under this Item shall conform to the relevant provisions of Subsection 150 of the Standard Specifications and the following:

Gravel borrow shall conform to Material Specifications M1.03.0 (Type b).

Gravel Borrow shall be placed with a maximum lift thickness of 6 inches. Where required, trenches shall be backfilled with approved granular materials and properly compacted to the minimum density of 90 percent of the maximum density as determined by ASTM D1557 (Modified Proctor). All other gravel areas shall be compacted to the minimum density of 95 percent of the maximum density. Any settlements or other defective work and material shall be promptly repaired or replaced at the Contractor's expense. The density of the compacted fill shall be determined by the ASTM D6938 Nuclear Method or latest ASTM standard.

Payment for this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall include all labor, materials, equipment and testing necessary to complete the work of this Item.

**ITEM 204. GUTTER INLET EACH**

The work done under these items shall conform to Section 201, and include all excavation and materials for each installation and the following:

Gutter Inlets shall comply with MassDOT Standard Drawing E 204.2.0.

A bedding of 12 inches of crushed stone shall be placed under structures and shall be paid for under this item.

Payment for this item shall be at the Contract Unit Prices bid per Each, complete regardless of depth, and shall include all excavation, shoring, bracing, bedding and gravel borrow backfill.

Castings shall be paid for under Item 222.3.

| <b>ITEM 220.11</b> | <b>STRUCTURE ADJUSTED</b> | <b>EACH</b> |
|--------------------|---------------------------|-------------|
| <b>ITEM 220.2</b>  | <b>STRUCTURE REBUILT</b>  | <b>FOOT</b> |

Work under this Item shall conform to the relevant provisions of Section 220 and shall be applicable to all types of municipal structures, including drainage and sanitary structures.

Work under Item 220.11 shall include adjusting sewer manhole castings, stormwater manhole castings, and catch basins castings to the proposed finished grade when the adjustment to grade is 6 inches or less.

Work under Item 220.2 shall include vertical masonry rebuild for adjustment of structures requiring a change of greater than 6 inches to meet the proposed finished grade.

Concrete collars shall be High Early Strength cement concrete. The dimensions of the concrete collars shall be as shown on MassDOT Construction Standard Drawing E 202.9.0. Concrete collars shall be incidental to the item of work to which they pertain.

Use of steel plates to cover open structures shall be considered incidental to the work and not cause for additional compensation.

Multiple adjustments that may be necessary as a result of the work sequence shall be considered part of the one-time measurement and payment and not cause for additional compensation.

Salvageable frames and grates or covers from existing structures to be removed shall be removed and reset to proposed structures as directed by the Engineer or, if not needed, shall be removed and stacked at the Town of Hull yard. Nonsalvageable frames and grates or covers from existing drainage structures to be removed shall become the property of the Contractor and shall be disposed of off the site. If frames and grates or covers from existing structures are nonsalvageable due to no fault of the Contractor, a new frame and grate or cover shall be paid for under Item 222.3.

Payment under Item 220.11 shall be at the Contract Unit price bid per Each, which price shall include all labor, tools, materials, pavement sawcuts, concrete collar, setting/resetting the existing frame and grate (or cover) to proper line and grade, transporting/stacking/discarding the existing frame and grate (or cover) as necessary and all other necessary incidental expenses.

Payment under Item 220.2 shall be at the Contract Unit price bid per Foot, which price shall include all labor, tools, materials, pavement sawcuts, concrete collar, setting/resetting the existing frame and grate (or cover) to proper line and grade, transporting/stacking/discarding the existing frame and grate (or cover) as necessary and all other necessary incidental expenses.

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**FRAME AND GRATE (OR COVER)**

**ITEM 222.3** **MUNICIPAL STANDARD** **EACH**

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The work of this Item shall conform to the relevant provisions of Section 200 of the Standard Specifications and the following:

Frames, grates and covers shall be of good quality, strong, tough, even grained cast iron smooth, free from scale, lumps, blisters, sand holes and defects of any kind which render them unfit for the service for which they are intended. Grates, covers, and frame seats shall be machined to a true surface. Castings shall be thoroughly cleaned and subject to hammer inspection.

Frames, grates and covers shall be per municipal standard.

Manhole covers shall have a diamond pattern, pickholes and the appropriate word "DRAIN" or "SEWER" cast in 3 inch letters.

Casting frames shall be set in a full mortar bed with clay bricks (maximum height 8 inches). Use of cement concrete brick will not be allowed. Castings shall be set to line and grade and secured with a concrete collar that is overlaid with a minimum of two inches of Hot Mix Asphalt top course. Castings shall be set 1-inch lower than finish grade in pavement areas.

Compensation for this work shall be at the Contract Unit price bid for Each, which price shall include all labor, tools, material and necessary incidental expenses.

**ITEM 238.10** **10 INCH DUCTILE IRON PIPE** **FOOT**

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This work under these Items shall conform to the relevant provisions of Section 230 of the Standard Specifications and the following.

Unless otherwise directed, trenches shall be backfilled with approved granular materials and properly compacted to the minimum density of 90 percent of the maximum density as determined by ASTM D1557 (Modified Proctor). Any settlements or other defective work and material shall be promptly repaired or replaced at the Contractor's expense. Density testing shall be required as determined by the Engineer. The Engineer will identify the locations for testing to be paid for by the Contractor.

The work shall include the incidental adjustment of other utilities as required to install proposed pipe. All existing drainage pipe that is impacted by the installation of proposed pipe shall be removed to the extent required and disposed of by the Contractor as part of the work under this Item. Pipe may be abandoned in place, if approved by the Engineer. Where new pipe connects into an existing manhole, inverts shall be rebuilt or modified, as needed, to match proposed conditions under this Item.

Payment under this Item shall be at the Contract Unit Prices bid per Foot, complete in place; including all trench excavation, regardless of depth; saw cutting, backfilling; shoring and bracing; crushed stone bedding, compaction testing, the removal or abandonment of existing pipe, modifying inverts, and the maintenance of flow and the protection from and cleaning of related construction debris from the affected portions of the existing drainage system.

Gravel Borrow for backfill, if required shall be paid for under Item 151.

**HIGH EARLY STRENGTH**  
**ITEM 431.1                      CEMENT CONCRETE BASE COURSE                      CUBIC YARD**

Work under this Item shall conform to the relevant provisions of Subsection 430 of the Standard Specifications and the following:

High Early Strength Cement Concrete Base Course shall be used as a base course in areas of roadway widening less than 4 feet. It shall be 6 inches in depth and shall be placed over an 8 inch gravel subbase.

The cement concrete used to set curbs in areas that are not roadway widenings shall not be included under this item and shall be incidental to the curb item.

Payment for this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall include all labor, materials, equipment necessary to complete the work of this Item.

**ITEM 460.    HOT MIX ASPHALT    TON**

Materials and methods for construction shall conform to Section 460 of the standard specifications.

The top course shall be 1.5 inches in depth.

Prior to placing HMA pavement over binder course, the Contractor shall spread suitable tack coat emulsion meeting the requirements of the Standard Specifications, to ensure a proper bond between the two layers. The tack coat must be applied by a tack truck.

Contractor is responsible for cutting all keys to match existing pavement to the hot mix pavement. All key cuts will be sealed on the same day as the paving is completed. All joint locations where proposed pavement meets existing pavement including, but not limited to, full depth construction, utility trenching and edges of trench excavation shall be sealed with hot poured rubberized asphalt sealer. Price for tack coat and asphalt sealer will be included in this Item.

Tonnage shall be determined by weight slips submitted to the Engineer. Also, this number will be verified by the inch per square yard method of determining tonnage (inches of approved thickness, multiplied by square yard unit measurement, multiplied by the volume to weight conversion factor of 0.056 tons/inch/square yard).

Tack coat will be used at the rate of .05 to .10 GAL/SY applied by a tack wagon prior to placement of the next pavement course, unless waived by the Engineer. Tack and sand shall be applied to all joints immediately after paving or as directed by the Engineer. Use of tack or tack and sand shall be considered incidental to the work of this Item.

As part of the work under this Item, the Contractor shall be required to perform field survey and field engineering. The Contractor shall determine the level of field survey and engineering he / she needs to ensure proper grading of the roadway, as defined by good engineering and requirements of these documents.

The objective of this project is to provide, to the extent possible, a 2% cross slope on roadway. Other criteria are as follows:

- Minimum profile & gutter gradient - 1%
- New final roadway pavement shall not alter current overland drainage patterns.
- Catch Basin castings shall be set 1-inch lower than finish grade in pavement areas.
- Apply level course of dense binder, as required to meet cross slope requirement and / or as directed by the Engineer.

Payment under this Item shall be at the Contract Unit Price bid per Ton for the specified thickness of leveling or top course, complete in place; which price shall be considered full compensation for all labor, equipment, materials, and incidentals, including tack coat, as necessary to complete the work to the satisfaction of the Engineer. This price shall also include all necessary work to prepare the pavement surface, including street sweeping. Hot Mix Asphalt for required leveling course shall be paid under Item 460.

**ITEM 464.5            HOT POURED RUBBERIZED ASPHALT SEALER            FOOT**

Work under this Item shall conform to the relevant provisions of Section 460 of the Standard Specifications and the following:

Material for this work shall conform to the requirements of relevant sections of the Massachusetts Standard Specifications, specifically M3.05.0.

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

The joint shall be coated with a hot poured rubberized asphalt sealant meeting the requirements of M3.05.0. When using pavers in tandem, the use of the hot poured rubberized asphalt sealer may be omitted at the discretion of the Engineer, if the temperature of the mixture at the longitudinal joint does not fall below 200°F (95°C) prior to the placement of the adjacent mat. No re-heating of the joint shall be permitted.

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

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

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



of "setting-up" these joints shall be performed only by competent workmen. Where and as directed, the first width of any course shall be placed not less than one foot wider than the first width of top course, and successive widths of top and as any other courses shall be so placed that there will be at least a one foot overlap between the joints in the top course and the other course. The rolling of the successive widths of courses shall overlap and shall be performed so as to leave smooth, uniform joints and cross sections.

Hot poured rubberized asphalt sealer will be measured for payment by the foot, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**HOT MIX ASPHALT FOR  
ITEM 472. MISCELLANEOUS WORK TON**

Work under this Item shall conform to the relevant provisions of the Standard Specifications, the Material Specification of for Item 460 noted herein and the following:

Hot mix asphalt for miscellaneous work shall be used to provide temporary access and egress to those properties abutting the work area as determined by the Engineer. It shall also be used for temporary restoration of pavement surface after the installation of drainage pipes, conduits, where not included in the payment of other items of this contract and where such areas are specified by the Engineer. The Contractor is advised that this is material, which will be spread primarily by hand.

No payment will be made for roadway patching done outside the excavation pay limits shown on the plans.

The subsequent removal of this material, if directed by the Engineer, shall also be included in this Item.

Hot Mix Asphalt for miscellaneous work shall be placed only upon the direction of the Engineer.

Compensation for this Item shall be paid for at the Contract Unit Price per Ton, which price shall include all labor, materials, equipment for surface preparation, placement, maintenance and removal, and incidental costs necessary to complete the work to the satisfaction of the Engineer. The Contractor shall be required to maintain areas of temporary pavement in reasonable repair, as determined by the Engineer, and not be compensated for additional materials, labor and incidentals required to do so.

**ITEM 504.01 GRANITE CURB TYPE VA4 FOOT**

Work under this Item shall conform to the relevant provisions of Section 500, supplemented and amended as follows:

The work shall include furnishing and installing granite curb, Type VA-4, whether straight or curved sections, splayed or transition pieces for wheel chair ramps and driveways, curb corners, and curb inlets with measurement made on a linear foot basis measures along the centerline axis of the curb piece. Six foot pieces shall be used at curb inlets and will be paid as 6 feet. The length of transition pieces shall be in accordance with the MassDOT 2017 Construction Standards.

Curb inlets shall be installed at catch basins, wherever possible and at the direction of the Engineer.

All new curbing shall be provided with concrete support, as shown on the construction detail. Concrete support shall be provided on both sides of curbing that does not have a hard surface backing it up. Cost of all concrete support shall be included in the price bid for curb.

Where granite curb is used to stabilize areas of cut at the back of a sidewalk or wheel chair ramps, it shall be measured and paid for under this Item.

Payment shall be at the Contract Unit Prices bid per Foot for furnishing and installing new granite curb of all types, complete in place including sawcutting, excavation, fine grading and compacting of both subbase and existing subgrade, compacted gravel borrow subbase, concrete support, backfill and removing and discarding of all types of curb. Incidental to the work of this Item will be the removing and disposing of existing curb.

**ITEM 672. FENCE GATE AND GATE POSTS REMOVED AND RESET EACH**

The work under this Item shall conform to the relevant provisions of Section 670 of the Standard Specifications and following:

Work under this Item shall include the removal and resetting of fence gates and gate posts, regardless of type, as necessary, due to grade changes at private walks.

Any associated fence and fence posts that may need to be removed and reset to transition the gates back to existing fence shall be considered incidental to this item.

Fence Gate and Gate Posts Removed and Reset shall be measured and paid for at the Contract Unit Price bid per Each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**ITEM 697.1 SILT SACK EACH**

The work under this Item shall conform to the relevant provisions of Section 670 of the Standard Specifications and consist of the furnishing, installing, maintaining, and removing silt sacks from all catch basins, drop inlets, and gutter inlets within the limit of work, or otherwise required.

Silt sacks shall be made out of woven polypropylene geotextile fabric and sewn by a double needle machine, using a high strength nylon thread. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

Silt sacks shall be manufactured to fit the opening of the catch basins and all curb openings shall be blocked to prevent stormwater from bypassing the device. Silt sacks shall be manufactured with two dump straps attached at the bottom of the silt sack. Silt sacks shall have a ¼-inch nylon expansion restraint rope with two (2) inch flat washers to keep the sides of the silt sacks away from the catch basin walls. Silt sacks shall be manufactured so that they have a certified average wide width strength per ASTM D-4884 standards of 165.0 lb/in for regular flow.

When the expansion restraint rope is covered with sediment, the silt sack shall be emptied, cleaned, and placed back into the catch basin.

All material removed from the silt sacks shall be properly handled and disposed of by the Contractor, and this must be done in accordance with all DEP regulations, policies, and guidance and at no additional cost to the Town. The responsibility for the proper handling and disposal of this material shall be solely the Contractor's.

Material removed from silt sacks shall be transported immediately to the place of disposal in machines or trucks that will not spill the material along the roadway. Any material falling on the roadway shall be removed at the Contractor's own expense.

Silt sack cleanings are classified as a solid waste by the Massachusetts Department of Environmental Protection (DEP) and may be disposed of at any landfill that is permitted by DEP to accept solid waste. Materials containing free-flowing liquids are prohibited from being accepted at landfills. The DEP encourages the beneficial reuse of this material whenever possible; however, use not in accordance with DEP determination, or disposal or use as fill in an unapproved location is not acceptable.

It is anticipated that most, if not all, of the material will be landfilled, therefore the Contractor should be aware that many landfills may require testing and analysis of the material prior to accepting it for disposal at the facility.

The Contractor should be aware that in the event that the test results indicate a hazardous waste that cannot be landfilled, the Contractor shall be responsible for all costs associated with adhering to special regulations regarding disposal of hazardous waste. The Contractor should take this into consideration in preparing the bid.

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the silt sacks will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and dispose of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Town.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractor's expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

Silt sacks will be paid for at the Contract Unit Price bid per Each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for testing, inspections, maintenance, removal and disposal of the sediment from the insert or for the final removal and disposal of the silt sack, but all costs in connection therewith shall be included in the Contract Unit Price Bid.

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**ITEM 701. CEMENT CONCRETE SIDEWALK SQUARE YARD**  
**ITEM 701.1 CEMENT CONCRETE SIDEWALK AT DRIVEWAYS SQUARE YARD**

The work under these Items shall conform to the relevant provisions of Section 700 and include installation of cement concrete sidewalks, walks and driveway aprons.

All work shall conform to the latest edition of the MassDOT and ADA Standards, including the MassDOT 2017 Construction Standards.

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

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

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

Sidewalks and Drives shall be constructed in accordance with requirements of the Standard Specifications, including placement of alternating sections, 30 feet in length and provided with expansion joints. Expansion filler shall also be used at pours against buildings, walls or other hard objects.

Contractor is responsible for securing areas with curing concrete, and shall supply barricades or watchmen, as necessary to prevent defacement of concrete surfaces.

Payment for Sidewalks and Driveways shall be at the respective Contract Unit Prices bid per Square Yard complete in place, to the satisfaction of the Engineer, including but not limited to, all excavation, fine grading and compaction of both subbase and existing subgrade, gravel borrow subbase, expansion joints, protection and finishing. Payment shall also include temporary removal of obstructions for the purposes of forming and pouring sidewalks or driveways.

The reconstruction of all items included in concrete steps, brick walks and flagstone paving walks shall be considered incidental to the work of this section.

**ITEM 701.2 CEMENT CONCRETE WHEELCHAIR RAMP SQUARE YARD**

The work under this Item shall conform to the relevant provisions of Section 701 of the Standard Specifications, the plan details and the following:

All work shall conform to the latest edition of the MassDOT and ADA Standards, including the MassDOT 2017 Construction Standards.

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

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

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

Detectible warning panels shall be installed as shown on the Plans and as detailed in the 2017 MassDOT Construction Standards detail E 107.6.5. The tile shall conform to Americans with Disabilities Act (ADA) requirements and color shall be the town standard. Catalog cut shall be submitted illustrating color.

Contractor is responsible for securing areas with curing concrete, and shall supply barricades or watchmen, as necessary to prevent defacement of concrete surfaces.

Payment shall be by the Contract Unit Price bid per Square Yard, regardless of depth, and shall include all excavation, fine grading and compaction of both subbase and existing subgrade, gravel borrow subbase, expansion joints, protection, finishing and furnishing and installing detectable warning panels to ADA requirements. Payment shall also include temporary removal of obstructions for the purposes of forming and pouring wheel chair ramps.

|                  |                                     |            |
|------------------|-------------------------------------|------------|
| <b>ITEM 702.</b> | <b>HOT MIX ASPHALT WALK SURFACE</b> | <b>TON</b> |
| <b>ITEM 703.</b> | <b>HOT MIX ASPHALT DRIVEWAY</b>     | <b>TON</b> |

Work under this Item shall conform to the relevant provisions of Section 701, supplemented and amended as follows:

The work under this Item shall conform to the relevant provisions of Section 700 and 460 and include hot mix asphalt driveways and walks, especially areas where newly constructed cement concrete sidewalks and driveways meet existing asphalt sidewalks and driveways. Saw cutting of up to 6 inches of bituminous concrete or providing a key way necessary to provide a stable joint with existing asphalt will be considered incidental to the handwork installation. No additional compensation will be made for saw cutting asphalt or cutting a keyway.

Payment under this Item shall include temporary removal and resetting of obstructions (such as fences) for the purposes of forming and placing sidewalks.

Payment shall made at the contract unit price bid per ton of hot asphalt placed and shall include all labor, equipment and materials necessary for placement, including but not limited to, all saw cutting, excavation, gravel borrow subbase, fine grading and compaction of both subbase and existing subgrade, tack coat, asphalt sealer, protection and finishing.

|                   |   |                    |
|-------------------|---|--------------------|
| <b>ITEM 706.1</b> | <b>BRICK WALK REMOVED AND RELAID</b>          | <b>SQUARE YARD</b> |
| <b>ITEM 706.5</b> | <b>FIELD STONE WALK<br/>REMOVED AND RESET</b> | <b>SQUARE YARD</b> |

Work under this Item shall conform to the relevant provisions of Section 700, supplemented and amended as follows:

The work under this Item shall include removing and relaying or resetting brick walk or field stone walk as necessary to meet back of sidewalk grades.

Payment shall made at the contract unit price bid per square yard and shall include all labor, equipment and materials necessary for removing and relaying or resetting brick walk or field stone walk, including but not limited to, all saw cutting, excavation, gravel borrow subbase, fine grading and compaction of both subbase and existing subgrade, protection and finishing.

**ITEM 767.12** **COMPOST FILTER TUBES** **FOOT**

The work under this Item shall conform to the relevant provisions of Sections 751 and 767 of the MassDOT Standard Specifications and the following:

This work shall include furnishing and installing a linear, compost-filled tube for filtering suspended sediments from storm water flow. The work shall also include maintenance of the tubes and removal of the tube fabric and stakes.

Material for the filter tubes shall be compost meeting M1.06.0, except that no manure or biosolids shall be used. In addition, no kiln-dried wood or construction debris shall be allowed. Compost shall pass through a 3 inch sieve.

Tubes for compost filters shall be a minimum of 12 inches and a maximum of 18" in diameter, and shall be jute mesh or approved biodegradable material. Additional tubes shall be used as required by the Engineer.

A 1 foot wide by 2 inch deep wedge of compost spread along the uphill side of the filter tube shall be incidental to this item. Stakes for anchors, if required, shall be nominal 2 x 2 stakes.

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.

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.

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 in depth on soil substrate.

Compost filter tubes shall be measured in place by the foot of compost tube installed, approved, and maintained.

Compost filter tubes shall be paid for at the Contract Unit Price per Foot, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work, 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.

### **REFLECTORIZED PAVEMENT MARKING**

|                         |                                    |                    |
|-------------------------|------------------------------------|--------------------|
| <b><u>ITEM 866.</u></b> | <b><u>LINE (THERMOPLASTIC)</u></b> | <b><u>FOOT</u></b> |
|-------------------------|------------------------------------|--------------------|

The work to be done under this Item shall consist of the placement of reflectORIZED thermoplastic lines, in accordance with the relevant provisions of Section 860 and M7.01. This item shall consist of furnishing materials and the application of pavement markings in accordance with the Manual on Uniform Traffic Control Devices, current edition.

Payment for four inch lines shall be made at the Contract Unit Price bid per Foot. Stop lines and crosswalks (12 inches wide) shall be measured for payment by the actual amount of linear feet installed times a factor of 3.00. Text shall be measured for payment by the actual length of each letter of text applied.

**APPENDIX A**  
**PREVAILING 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**

CHARLES D. BAKER  
Governor

ROSALIN ACOSTA  
Secretary

KARYN E. POLITO  
Lt. Governor

WILLIAM D MCKINNEY  
Director

**Awarding Authority:** Town of Hull  
**Contract Number:** **City/Town:** HULL  
**Description of Work:** Full depth box widening, pavement milling, hot mix asphalt paving, utility structure adjustments, granite curb, cement concrete sidewalks and wheelchair ramps, pavement markings, safety controls, signs  
**Job Location:** Nantasket Ave

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 |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| <b>Construction</b>  |                |           |         |         |                           |            |
| (2 AXLE) DRIVER - EQUIPMENT<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>                    | 12/01/2016     | \$32.15   | \$10.91 | \$10.89 | \$0.00                    | \$53.95    |
| (3 AXLE) DRIVER - EQUIPMENT<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>                    | 12/01/2016     | \$32.22   | \$10.91 | \$10.89 | \$0.00                    | \$54.02    |
| (4 & 5 AXLE) DRIVER - EQUIPMENT<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>                | 12/01/2016     | \$32.34   | \$10.91 | \$10.89 | \$0.00                    | \$54.14    |
| ADS/SUBMERSIBLE PILOT<br><i>PILE DRIVER LOCAL 56 (ZONE 1)</i>                                  | 08/01/2017     | \$92.97   | \$9.90  | \$21.15 | \$0.00                    | \$124.02   |
|  | 08/01/2018     | \$97.80   | \$9.90  | \$21.15 | \$0.00                    | \$128.85   |
|  | 08/01/2019     | \$102.78  | \$9.90  | \$21.15 | \$0.00                    | \$133.83   |
| For apprentice rates see "Apprentice- PILE DRIVER"   |                |           |         |         |                           |            |
| AIR TRACK OPERATOR<br><i>LABORERS - ZONE 2</i>   | 06/01/2018     | \$34.00   | \$7.70  | \$14.02 | \$0.00                    | \$55.72    |
|  | 12/01/2018     | \$34.84   | \$7.70  | \$14.02 | \$0.00                    | \$56.56    |
|  | 06/01/2019     | \$35.71   | \$7.70  | \$14.02 | \$0.00                    | \$57.43    |
|  | 12/01/2019     | \$36.57   | \$7.70  | \$14.02 | \$0.00                    | \$58.29    |
|  | 06/01/2020     | \$37.46   | \$7.70  | \$14.02 | \$0.00                    | \$59.18    |
|  | 12/01/2020     | \$38.35   | \$7.70  | \$14.02 | \$0.00                    | \$60.07    |
|  | 06/01/2021     | \$39.27   | \$7.70  | \$14.02 | \$0.00                    | \$60.99    |
|  | 12/01/2021     | \$40.18   | \$7.70  | \$14.02 | \$0.00                    | \$61.90    |
| For apprentice rates see "Apprentice- LABORER"   |                |           |         |         |                           |            |
| ASBESTOS REMOVER - PIPE / MECH. EQUIPT.<br><i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i> | 06/01/2018     | \$36.90   | \$11.50 | \$7.10  | \$0.00                    | \$55.50    |
|  | 12/01/2018     | \$37.90   | \$11.50 | \$7.10  | \$0.00                    | \$56.50    |
|  | 06/01/2019     | \$38.90   | \$11.50 | \$7.10  | \$0.00                    | \$57.50    |
|  | 12/01/2019     | \$39.90   | \$11.50 | \$7.10  | \$0.00                    | \$58.50    |
|  | 06/01/2020     | \$40.90   | \$11.50 | \$7.10  | \$0.00                    | \$59.50    |
|  | 12/01/2020     | \$41.90   | \$11.50 | \$7.10  | \$0.00                    | \$60.50    |
| ASPHALT RAKER<br><i>LABORERS - ZONE 2</i>  | 06/01/2018     | \$33.50   | \$7.70  | \$14.02 | \$0.00                    | \$55.22    |
|  | 12/01/2018     | \$34.34   | \$7.70  | \$14.02 | \$0.00                    | \$56.06    |
|  | 06/01/2019     | \$35.21   | \$7.70  | \$14.02 | \$0.00                    | \$56.93    |
|  | 12/01/2019     | \$36.07   | \$7.70  | \$14.02 | \$0.00                    | \$57.79    |
|  | 06/01/2020     | \$36.96   | \$7.70  | \$14.02 | \$0.00                    | \$58.68    |
|  | 12/01/2020     | \$37.85   | \$7.70  | \$14.02 | \$0.00                    | \$59.57    |
|  | 06/01/2021     | \$38.77   | \$7.70  | \$14.02 | \$0.00                    | \$60.49    |
|  | 12/01/2021     | \$39.68   | \$7.70  | \$14.02 | \$0.00                    | \$61.40    |
| For apprentice rates see "Apprentice- LABORER"   |                |           |         |         |                           |            |
| ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE<br><i>OPERATING ENGINEERS LOCAL 4</i>                   | 06/01/2018     | \$47.08   | \$11.00 | \$15.50 | \$0.00                    | \$73.58    |
|  | 12/01/2018     | \$48.23   | \$11.00 | \$15.50 | \$0.00                    | \$74.73    |
|  | 06/01/2019     | \$49.33   | \$11.00 | \$15.50 | \$0.00                    | \$75.83    |
|  | 12/01/2019     | \$50.48   | \$11.00 | \$15.50 | \$0.00                    | \$76.98    |
|  | 06/01/2020     | \$51.58   | \$11.00 | \$15.50 | \$0.00                    | \$78.08    |
|  | 12/01/2020     | \$52.73   | \$11.00 | \$15.50 | \$0.00                    | \$79.23    |
|  | 06/01/2021     | \$53.83   | \$11.00 | \$15.50 | \$0.00                    | \$80.33    |
|  | 12/01/2021     | \$54.98   | \$11.00 | \$15.50 | \$0.00                    | \$81.48    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                                     |                |           |         |         |                           |            |

| Classification   | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| BACKHOE/FRONT-END LOADER<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018     | \$47.08   | \$11.00 | \$15.50 | \$0.00                    | \$73.58    |
|  | 12/01/2018     | \$48.23   | \$11.00 | \$15.50 | \$0.00                    | \$74.73    |
|  | 06/01/2019     | \$49.33   | \$11.00 | \$15.50 | \$0.00                    | \$75.83    |
|  | 12/01/2019     | \$50.48   | \$11.00 | \$15.50 | \$0.00                    | \$76.98    |
|  | 06/01/2020     | \$51.58   | \$11.00 | \$15.50 | \$0.00                    | \$78.08    |
|  | 12/01/2020     | \$52.73   | \$11.00 | \$15.50 | \$0.00                    | \$79.23    |
|  | 06/01/2021     | \$53.83   | \$11.00 | \$15.50 | \$0.00                    | \$80.33    |
|  | 12/01/2021     | \$54.98   | \$11.00 | \$15.50 | \$0.00                    | \$81.48    |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| BARCO-TYPE JUMPING TAMPER<br><i>LABORERS - ZONE 2</i> | 06/01/2018 | \$33.50 | \$7.70 | \$14.02 | \$0.00 | \$55.22 |
|   | 12/01/2018 | \$34.34 | \$7.70 | \$14.02 | \$0.00 | \$56.06 |
|   | 06/01/2019 | \$35.21 | \$7.70 | \$14.02 | \$0.00 | \$56.93 |
|   | 12/01/2019 | \$36.07 | \$7.70 | \$14.02 | \$0.00 | \$57.79 |
|   | 06/01/2020 | \$36.96 | \$7.70 | \$14.02 | \$0.00 | \$58.68 |
|   | 12/01/2020 | \$37.85 | \$7.70 | \$14.02 | \$0.00 | \$59.57 |
|   | 06/01/2021 | \$38.77 | \$7.70 | \$14.02 | \$0.00 | \$60.49 |
|   | 12/01/2021 | \$39.68 | \$7.70 | \$14.02 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| BLOCK PAVER, RAMMER / CURB SETTER<br><i>LABORERS - ZONE 2</i> | 06/01/2018 | \$34.00 | \$7.70 | \$14.02 | \$0.00 | \$55.72 |
|   | 12/01/2018 | \$34.84 | \$7.70 | \$14.02 | \$0.00 | \$56.56 |
|   | 06/01/2019 | \$35.71 | \$7.70 | \$14.02 | \$0.00 | \$57.43 |
|   | 12/01/2019 | \$36.57 | \$7.70 | \$14.02 | \$0.00 | \$58.29 |
|   | 06/01/2020 | \$37.46 | \$7.70 | \$14.02 | \$0.00 | \$59.18 |
|   | 12/01/2020 | \$38.35 | \$7.70 | \$14.02 | \$0.00 | \$60.07 |
|   | 06/01/2021 | \$39.27 | \$7.70 | \$14.02 | \$0.00 | \$60.99 |
|   | 12/01/2021 | \$40.18 | \$7.70 | \$14.02 | \$0.00 | \$61.90 |

For apprentice rates see "Apprentice- LABORER"

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| BOILER MAKER<br><i>BOILERMAKERS LOCAL 29</i> | 01/01/2017 | \$42.92 | \$6.97 | \$16.21 | \$0.00 | \$66.10 |
|--|------------|---------|--------|---------|--------|---------|

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2017**

| 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**

| Classification  | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)<br><i>BRICKLAYERS LOCAL 3 (QUINCY)</i> | 02/01/2018     | \$52.06   | \$10.75 | \$20.03 | \$0.00                    | \$82.84    |
|   | 08/01/2018     | \$52.91   | \$10.75 | \$20.66 | \$0.00                    | \$84.32    |
|   | 02/01/2019     | \$53.55   | \$10.75 | \$20.66 | \$0.00                    | \$84.96    |
|   | 08/01/2019     | \$54.90   | \$10.75 | \$20.80 | \$0.00                    | \$86.45    |
|   | 02/01/2020     | \$55.54   | \$10.75 | \$20.80 | \$0.00                    | \$87.09    |
|   | 08/01/2020     | \$56.89   | \$10.75 | \$20.95 | \$0.00                    | \$88.59    |
|   | 02/01/2021     | \$57.53   | \$10.75 | \$20.95 | \$0.00                    | \$89.23    |
|   | 08/01/2021     | \$58.93   | \$10.75 | \$21.11 | \$0.00                    | \$90.79    |
|   | 02/01/2022     | \$59.52   | \$10.75 | \$21.11 | \$0.00                    | \$91.38    |

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

**Effective Date - 02/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$26.03              | \$10.75 | \$20.03 | \$0.00                    | \$56.81    |
| 2    | 60      | \$31.24              | \$10.75 | \$20.03 | \$0.00                    | \$62.02    |
| 3    | 70      | \$36.44              | \$10.75 | \$20.03 | \$0.00                    | \$67.22    |
| 4    | 80      | \$41.65              | \$10.75 | \$20.03 | \$0.00                    | \$72.43    |
| 5    | 90      | \$46.85              | \$10.75 | \$20.03 | \$0.00                    | \$77.63    |

**Effective Date - 08/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$26.46              | \$10.75 | \$20.66 | \$0.00                    | \$57.87    |
| 2    | 60      | \$31.75              | \$10.75 | \$20.66 | \$0.00                    | \$63.16    |
| 3    | 70      | \$37.04              | \$10.75 | \$20.66 | \$0.00                    | \$68.45    |
| 4    | 80      | \$42.33              | \$10.75 | \$20.66 | \$0.00                    | \$73.74    |
| 5    | 90      | \$47.62              | \$10.75 | \$20.66 | \$0.00                    | \$79.03    |

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

|  |            |         |         |         |        |         |
|--|------------|---------|---------|---------|--------|---------|
| BULLDOZER/GRADER/SCRAPER<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018 | \$46.61 | \$11.00 | \$15.50 | \$0.00 | \$73.11 |
|  | 12/01/2018 | \$47.75 | \$11.00 | \$15.50 | \$0.00 | \$74.25 |
|  | 06/01/2019 | \$48.84 | \$11.00 | \$15.50 | \$0.00 | \$75.34 |
|  | 12/01/2019 | \$49.98 | \$11.00 | \$15.50 | \$0.00 | \$76.48 |
|  | 06/01/2020 | \$51.06 | \$11.00 | \$15.50 | \$0.00 | \$77.56 |
|  | 12/01/2020 | \$52.20 | \$11.00 | \$15.50 | \$0.00 | \$78.70 |
|  | 06/01/2021 | \$53.29 | \$11.00 | \$15.50 | \$0.00 | \$79.79 |
|  | 12/01/2021 | \$54.43 | \$11.00 | \$15.50 | \$0.00 | \$80.93 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| Classification   | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| CAISSON & UNDERPINNING BOTTOM MAN<br><i>LABORERS - FOUNDATION AND MARINE</i> | 06/01/2018     | \$39.10   | \$7.70 | \$15.40 | \$0.00                    | \$62.20    |
|  | 12/01/2018     | \$40.05   | \$7.70 | \$15.40 | \$0.00                    | \$63.15    |
|  | 06/01/2019     | \$41.05   | \$7.70 | \$15.40 | \$0.00                    | \$64.15    |
|  | 12/01/2019     | \$42.05   | \$7.70 | \$15.40 | \$0.00                    | \$65.15    |
|  | 06/01/2020     | \$43.04   | \$7.70 | \$15.40 | \$0.00                    | \$66.14    |
|  | 12/01/2020     | \$44.02   | \$7.70 | \$15.40 | \$0.00                    | \$67.12    |
|  | 06/01/2021     | \$45.04   | \$7.70 | \$15.40 | \$0.00                    | \$68.14    |
|  | 12/01/2021     | \$46.05   | \$7.70 | \$15.40 | \$0.00                    | \$69.15    |
| For apprentice rates see "Apprentice- LABORER"                               |                |           |        |         |                           |            |
| CAISSON & UNDERPINNING LABORER<br><i>LABORERS - FOUNDATION AND MARINE</i>    | 06/01/2018     | \$37.95   | \$7.70 | \$15.40 | \$0.00                    | \$61.05    |
|  | 12/01/2018     | \$38.90   | \$7.70 | \$15.40 | \$0.00                    | \$62.00    |
|  | 06/01/2019     | \$39.90   | \$7.70 | \$15.40 | \$0.00                    | \$63.00    |
|  | 12/01/2019     | \$40.90   | \$7.70 | \$15.40 | \$0.00                    | \$64.00    |
|  | 06/01/2020     | \$41.89   | \$7.70 | \$15.40 | \$0.00                    | \$64.99    |
|  | 12/01/2020     | \$42.87   | \$7.70 | \$15.40 | \$0.00                    | \$65.97    |
|  | 06/01/2021     | \$43.89   | \$7.70 | \$15.40 | \$0.00                    | \$66.99    |
|  | 12/01/2021     | \$44.90   | \$7.70 | \$15.40 | \$0.00                    | \$68.00    |
| For apprentice rates see "Apprentice- LABORER"                               |                |           |        |         |                           |            |
| CAISSON & UNDERPINNING TOP MAN<br><i>LABORERS - FOUNDATION AND MARINE</i>    | 06/01/2018     | \$37.95   | \$7.70 | \$15.40 | \$0.00                    | \$61.05    |
|  | 12/01/2018     | \$38.90   | \$7.70 | \$15.40 | \$0.00                    | \$62.00    |
|  | 06/01/2019     | \$39.90   | \$7.70 | \$15.40 | \$0.00                    | \$63.00    |
|  | 12/01/2019     | \$40.90   | \$7.70 | \$15.40 | \$0.00                    | \$64.00    |
|  | 06/01/2020     | \$41.89   | \$7.70 | \$15.40 | \$0.00                    | \$64.99    |
|  | 12/01/2020     | \$42.87   | \$7.70 | \$15.40 | \$0.00                    | \$65.97    |
|  | 06/01/2021     | \$43.89   | \$7.70 | \$15.40 | \$0.00                    | \$66.99    |
|  | 12/01/2021     | \$44.90   | \$7.70 | \$15.40 | \$0.00                    | \$68.00    |
| For apprentice rates see "Apprentice- LABORER"                               |                |           |        |         |                           |            |
| CARBIDE CORE DRILL OPERATOR<br><i>LABORERS - ZONE 2</i>                      | 06/01/2018     | \$33.50   | \$7.70 | \$14.02 | \$0.00                    | \$55.22    |
|  | 12/01/2018     | \$34.34   | \$7.70 | \$14.02 | \$0.00                    | \$56.06    |
|  | 06/01/2019     | \$35.21   | \$7.70 | \$14.02 | \$0.00                    | \$56.93    |
|  | 12/01/2019     | \$36.07   | \$7.70 | \$14.02 | \$0.00                    | \$57.79    |
|  | 06/01/2020     | \$36.96   | \$7.70 | \$14.02 | \$0.00                    | \$58.68    |
|  | 12/01/2020     | \$37.85   | \$7.70 | \$14.02 | \$0.00                    | \$59.57    |
|  | 06/01/2021     | \$38.77   | \$7.70 | \$14.02 | \$0.00                    | \$60.49    |
|  | 12/01/2021     | \$39.68   | \$7.70 | \$14.02 | \$0.00                    | \$61.40    |
| For apprentice rates see "Apprentice- LABORER"                               |                |           |        |         |                           |            |
| CARPENTER<br><i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>               | 03/01/2018     | \$40.28   | \$9.90 | \$17.50 | \$0.00                    | \$67.68    |
|  | 09/01/2018     | \$41.32   | \$9.90 | \$17.50 | \$0.00                    | \$68.72    |
|  | 03/01/2019     | \$42.35   | \$9.90 | \$17.50 | \$0.00                    | \$69.75    |

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - CARPENTER - Zone 2 Eastern MA**

**Effective Date - 03/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$20.14              | \$9.90 | \$1.73  | \$0.00                    | \$31.77    |
| 2    | 60      | \$24.17              | \$9.90 | \$1.73  | \$0.00                    | \$35.80    |
| 3    | 70      | \$28.20              | \$9.90 | \$12.31 | \$0.00                    | \$50.41    |
| 4    | 75      | \$30.21              | \$9.90 | \$12.31 | \$0.00                    | \$52.42    |
| 5    | 80      | \$32.22              | \$9.90 | \$14.04 | \$0.00                    | \$56.16    |
| 6    | 80      | \$32.22              | \$9.90 | \$14.04 | \$0.00                    | \$56.16    |
| 7    | 90      | \$36.25              | \$9.90 | \$15.77 | \$0.00                    | \$61.92    |
| 8    | 90      | \$36.25              | \$9.90 | \$15.77 | \$0.00                    | \$61.92    |

**Effective Date - 09/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$20.66              | \$9.90 | \$1.73  | \$0.00                    | \$32.29    |
| 2    | 60      | \$24.79              | \$9.90 | \$1.73  | \$0.00                    | \$36.42    |
| 3    | 70      | \$28.92              | \$9.90 | \$12.31 | \$0.00                    | \$51.13    |
| 4    | 75      | \$30.99              | \$9.90 | \$12.31 | \$0.00                    | \$53.20    |
| 5    | 80      | \$33.06              | \$9.90 | \$14.04 | \$0.00                    | \$57.00    |
| 6    | 80      | \$33.06              | \$9.90 | \$14.04 | \$0.00                    | \$57.00    |
| 7    | 90      | \$37.19              | \$9.90 | \$15.77 | \$0.00                    | \$62.86    |
| 8    | 90      | \$37.19              | \$9.90 | \$15.77 | \$0.00                    | \$62.86    |

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
 Step 1&2 \$29.76/ 3&4 \$35.45/ 5&6 \$52.14/ 7&8 \$57.89

**Apprentice to Journeyworker Ratio:1:5**

|                                 |            |         |        |        |        |         |
|---------------------------------|------------|---------|--------|--------|--------|---------|
| CARPENTER WOOD FRAME            | 04/01/2018 | \$26.67 | \$7.07 | \$7.86 | \$0.00 | \$41.60 |
| CARPENTERS -ZONE 2 (Wood Frame) | 10/01/2018 | \$27.09 | \$7.07 | \$7.86 | \$0.00 | \$42.02 |
|                                 | 04/01/2019 | \$27.52 | \$7.07 | \$7.86 | \$0.00 | \$42.45 |
|                                 | 10/01/2019 | \$27.95 | \$7.07 | \$7.86 | \$0.00 | \$42.88 |

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

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - CARPENTER (Wood Frame) - Zone 2**

**Effective Date - 04/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 60      | \$16.00              | \$7.07 | \$0.00  | \$0.00                    | \$23.07    |
| 2    | 60      | \$16.00              | \$7.07 | \$0.00  | \$0.00                    | \$23.07    |
| 3    | 65      | \$17.34              | \$7.07 | \$7.86  | \$0.00                    | \$32.27    |
| 4    | 70      | \$18.67              | \$7.07 | \$7.86  | \$0.00                    | \$33.60    |
| 5    | 75      | \$20.00              | \$7.07 | \$7.86  | \$0.00                    | \$34.93    |
| 6    | 80      | \$21.34              | \$7.07 | \$7.86  | \$0.00                    | \$36.27    |
| 7    | 85      | \$22.67              | \$7.07 | \$7.86  | \$0.00                    | \$37.60    |
| 8    | 90      | \$24.00              | \$7.07 | \$7.86  | \$0.00                    | \$38.93    |

**Effective Date - 10/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 60      | \$16.25              | \$7.07 | \$0.00  | \$0.00                    | \$23.32    |
| 2    | 60      | \$16.25              | \$7.07 | \$0.00  | \$0.00                    | \$23.32    |
| 3    | 65      | \$17.61              | \$7.07 | \$7.86  | \$0.00                    | \$32.54    |
| 4    | 70      | \$18.96              | \$7.07 | \$7.86  | \$0.00                    | \$33.89    |
| 5    | 75      | \$20.32              | \$7.07 | \$7.86  | \$0.00                    | \$35.25    |
| 6    | 80      | \$21.67              | \$7.07 | \$7.86  | \$0.00                    | \$36.60    |
| 7    | 85      | \$23.03              | \$7.07 | \$7.86  | \$0.00                    | \$37.96    |
| 8    | 90      | \$24.38              | \$7.07 | \$7.86  | \$0.00                    | \$39.31    |

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
 Step 1&2 \$19.07/ 3&4 \$26.49/ 5&6 \$33.60/ 7&8 \$36.27

**Apprentice to Journeyworker Ratio:1:5**

|  |            |         |         |         |        |         |
|--|------------|---------|---------|---------|--------|---------|
| CARPENTER WOOD FRAME (All Other Work)<br>CARPENTERS -ZONE 2 (Wood Frame) | 06/01/2016 | \$25.32 | \$9.80  | \$16.82 | \$0.00 | \$51.94 |
| CEMENT MASONRY/PLASTERING<br>BRICKLAYERS LOCAL 3 (QUINCY)                | 07/01/2018 | \$46.20 | \$12.42 | \$22.41 | \$0.30 | \$81.33 |
|  | 01/01/2019 | \$47.58 | \$12.42 | \$22.41 | \$0.30 | \$82.71 |
|  | 07/01/2019 | \$48.32 | \$12.42 | \$22.41 | \$0.30 | \$83.45 |
|  | 01/01/2020 | \$49.72 | \$12.42 | \$22.41 | \$0.30 | \$84.85 |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Quincy)**

**Effective Date - 07/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$23.10              | \$12.42 | \$15.41 | \$0.00                    | \$50.93    |
| 2    | 60      | \$27.72              | \$12.42 | \$17.41 | \$0.30                    | \$57.85    |
| 3    | 65      | \$30.03              | \$12.42 | \$18.41 | \$0.30                    | \$61.16    |
| 4    | 70      | \$32.34              | \$12.42 | \$19.41 | \$0.30                    | \$64.47    |
| 5    | 75      | \$34.65              | \$12.42 | \$20.41 | \$0.30                    | \$67.78    |
| 6    | 80      | \$36.96              | \$12.42 | \$21.41 | \$0.30                    | \$71.09    |
| 7    | 90      | \$41.58              | \$12.42 | \$22.41 | \$0.30                    | \$76.71    |

**Effective Date - 01/01/2019**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$23.79              | \$12.42 | \$15.41 | \$0.00                    | \$51.62    |
| 2    | 60      | \$28.55              | \$12.42 | \$17.41 | \$0.30                    | \$58.68    |
| 3    | 65      | \$30.93              | \$12.42 | \$18.41 | \$0.30                    | \$62.06    |
| 4    | 70      | \$33.31              | \$12.42 | \$19.41 | \$0.30                    | \$65.44    |
| 5    | 75      | \$35.69              | \$12.42 | \$20.41 | \$0.30                    | \$68.82    |
| 6    | 80      | \$38.06              | \$12.42 | \$21.41 | \$0.30                    | \$72.19    |
| 7    | 90      | \$42.82              | \$12.42 | \$22.41 | \$0.30                    | \$77.95    |

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:3**

|                    |            |         |        |         |        |         |
|--------------------|------------|---------|--------|---------|--------|---------|
| CHAIN SAW OPERATOR | 06/01/2018 | \$33.50 | \$7.70 | \$14.02 | \$0.00 | \$55.22 |
| LABORERS - ZONE 2  | 12/01/2018 | \$34.34 | \$7.70 | \$14.02 | \$0.00 | \$56.06 |
|                    | 06/01/2019 | \$35.21 | \$7.70 | \$14.02 | \$0.00 | \$56.93 |
|                    | 12/01/2019 | \$36.07 | \$7.70 | \$14.02 | \$0.00 | \$57.79 |
|                    | 06/01/2020 | \$36.96 | \$7.70 | \$14.02 | \$0.00 | \$58.68 |
|                    | 12/01/2020 | \$37.85 | \$7.70 | \$14.02 | \$0.00 | \$59.57 |
|                    | 06/01/2021 | \$38.77 | \$7.70 | \$14.02 | \$0.00 | \$60.49 |
|                    | 12/01/2021 | \$39.68 | \$7.70 | \$14.02 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES | 12/01/2017 | \$47.63 | \$10.50 | \$15.50 | \$0.00 | \$73.63 |
| OPERATING ENGINEERS LOCAL 4                 |            |         |         |         |        |         |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|                             |            |         |         |         |        |         |
|-----------------------------|------------|---------|---------|---------|--------|---------|
| COMPRESSOR OPERATOR         | 06/01/2018 | \$31.90 | \$11.00 | \$15.50 | \$0.00 | \$58.40 |
| OPERATING ENGINEERS LOCAL 4 | 12/01/2018 | \$32.68 | \$11.00 | \$15.50 | \$0.00 | \$59.18 |
|                             | 06/01/2019 | \$33.43 | \$11.00 | \$15.50 | \$0.00 | \$59.93 |
|                             | 12/01/2019 | \$34.22 | \$11.00 | \$15.50 | \$0.00 | \$60.72 |
|                             | 06/01/2020 | \$34.97 | \$11.00 | \$15.50 | \$0.00 | \$61.47 |
|                             | 12/01/2020 | \$35.75 | \$11.00 | \$15.50 | \$0.00 | \$62.25 |
|                             | 06/01/2021 | \$36.50 | \$11.00 | \$15.50 | \$0.00 | \$63.00 |
|                             | 12/01/2021 | \$37.29 | \$11.00 | \$15.50 | \$0.00 | \$63.79 |



| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------|----------------|-----------|--------|---------|---------------------------|------------|
|----------------|----------------|-----------|--------|---------|---------------------------|------------|

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| DELEADER (BRIDGE)<br>PAINTERS LOCAL 35 - ZONE 2 | 07/01/2018 | \$50.01 | \$8.15 | \$20.15 | \$0.00 | \$78.31 |
|   | 01/01/2019 | \$50.36 | \$8.15 | \$20.85 | \$0.00 | \$79.36 |
|   | 07/01/2019 | \$51.46 | \$8.15 | \$20.85 | \$0.00 | \$80.46 |
|   | 01/01/2020 | \$52.56 | \$8.15 | \$20.85 | \$0.00 | \$81.56 |
|   | 07/01/2020 | \$53.66 | \$8.15 | \$20.85 | \$0.00 | \$82.66 |
|   | 01/01/2021 | \$54.76 | \$8.15 | \$20.85 | \$0.00 | \$83.76 |

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 07/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$25.01              | \$8.15 | \$0.00  | \$0.00                    | \$33.16    |
| 2    | 55      | \$27.51              | \$8.15 | \$5.34  | \$0.00                    | \$41.00    |
| 3    | 60      | \$30.01              | \$8.15 | \$5.82  | \$0.00                    | \$43.98    |
| 4    | 65      | \$32.51              | \$8.15 | \$6.31  | \$0.00                    | \$46.97    |
| 5    | 70      | \$35.01              | \$8.15 | \$17.24 | \$0.00                    | \$60.40    |
| 6    | 75      | \$37.51              | \$8.15 | \$17.73 | \$0.00                    | \$63.39    |
| 7    | 80      | \$40.01              | \$8.15 | \$18.21 | \$0.00                    | \$66.37    |
| 8    | 90      | \$45.01              | \$8.15 | \$19.18 | \$0.00                    | \$72.34    |

**Effective Date - 01/01/2019**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$25.18              | \$8.15 | \$0.00  | \$0.00                    | \$33.33    |
| 2    | 55      | \$27.70              | \$8.15 | \$5.64  | \$0.00                    | \$41.49    |
| 3    | 60      | \$30.22              | \$8.15 | \$6.15  | \$0.00                    | \$44.52    |
| 4    | 65      | \$32.73              | \$8.15 | \$6.66  | \$0.00                    | \$47.54    |
| 5    | 70      | \$35.25              | \$8.15 | \$17.78 | \$0.00                    | \$61.18    |
| 6    | 75      | \$37.77              | \$8.15 | \$18.29 | \$0.00                    | \$64.21    |
| 7    | 80      | \$40.29              | \$8.15 | \$18.80 | \$0.00                    | \$67.24    |
| 8    | 90      | \$45.32              | \$8.15 | \$19.83 | \$0.00                    | \$73.30    |

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

|                                    |            |         |        |         |        |         |
|------------------------------------|------------|---------|--------|---------|--------|---------|
| DEMO: ADZEMAN<br>LABORERS - ZONE 2 | 06/01/2018 | \$38.15 | \$7.70 | \$15.20 | \$0.00 | \$61.05 |
|                                    | 12/01/2018 | \$39.10 | \$7.70 | \$15.20 | \$0.00 | \$62.00 |
|                                    | 06/01/2019 | \$40.10 | \$7.70 | \$15.20 | \$0.00 | \$63.00 |
|                                    | 12/01/2019 | \$41.10 | \$7.70 | \$15.20 | \$0.00 | \$64.00 |

For apprentice rates see "Apprentice- LABORER"

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| DEMO: BACKHOE/LOADER/HAMMER OPERATOR<br>LABORERS - ZONE 2 | 06/01/2018 | \$39.15 | \$7.70 | \$15.20 | \$0.00 | \$62.05 |
|   | 12/01/2018 | \$40.10 | \$7.70 | \$15.20 | \$0.00 | \$63.00 |
|   | 06/01/2019 | \$41.10 | \$7.70 | \$15.20 | \$0.00 | \$64.00 |
|   | 12/01/2019 | \$42.10 | \$7.70 | \$15.20 | \$0.00 | \$65.00 |

For apprentice rates see "Apprentice- LABORER"

| Classification   | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| DEMO: BURNERS<br><i>LABORERS - ZONE 2</i>                                | 06/01/2018     | \$38.90   | \$7.70  | \$15.20 | \$0.00                    | \$61.80    |
|  | 12/01/2018     | \$39.85   | \$7.70  | \$15.20 | \$0.00                    | \$62.75    |
|  | 06/01/2019     | \$40.85   | \$7.70  | \$15.20 | \$0.00                    | \$63.75    |
|  | 12/01/2019     | \$41.85   | \$7.70  | \$15.20 | \$0.00                    | \$64.75    |
| For apprentice rates see "Apprentice- LABORER"                           |                |           |         |         |                           |            |
| DEMO: CONCRETE CUTTER/SAWYER<br><i>LABORERS - ZONE 2</i>                 | 06/01/2018     | \$39.15   | \$7.70  | \$15.20 | \$0.00                    | \$62.05    |
|  | 12/01/2018     | \$40.10   | \$7.70  | \$15.20 | \$0.00                    | \$63.00    |
|  | 06/01/2019     | \$41.10   | \$7.70  | \$15.20 | \$0.00                    | \$64.00    |
|  | 12/01/2019     | \$42.10   | \$7.70  | \$15.20 | \$0.00                    | \$65.00    |
| For apprentice rates see "Apprentice- LABORER"                           |                |           |         |         |                           |            |
| DEMO: JACKHAMMER OPERATOR<br><i>LABORERS - ZONE 2</i>                    | 06/01/2018     | \$38.90   | \$7.70  | \$15.20 | \$0.00                    | \$61.80    |
|  | 12/01/2018     | \$39.85   | \$7.70  | \$15.20 | \$0.00                    | \$62.75    |
|  | 06/01/2019     | \$40.85   | \$7.70  | \$15.20 | \$0.00                    | \$63.75    |
|  | 12/01/2019     | \$41.85   | \$7.70  | \$15.20 | \$0.00                    | \$64.75    |
| For apprentice rates see "Apprentice- LABORER"                           |                |           |         |         |                           |            |
| DEMO: WRECKING LABORER<br><i>LABORERS - ZONE 2</i>                       | 06/01/2018     | \$38.15   | \$7.70  | \$15.20 | \$0.00                    | \$61.05    |
|  | 12/01/2018     | \$39.10   | \$7.70  | \$15.20 | \$0.00                    | \$62.00    |
|  | 06/01/2019     | \$40.10   | \$7.70  | \$15.20 | \$0.00                    | \$63.00    |
|  | 12/01/2019     | \$41.10   | \$7.70  | \$15.20 | \$0.00                    | \$64.00    |
| For apprentice rates see "Apprentice- LABORER"                           |                |           |         |         |                           |            |
| DIRECTIONAL DRILL MACHINE OPERATOR<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018     | \$46.61   | \$11.00 | \$15.50 | \$0.00                    | \$73.11    |
|  | 12/01/2018     | \$47.75   | \$11.00 | \$15.50 | \$0.00                    | \$74.25    |
|  | 06/01/2019     | \$48.84   | \$11.00 | \$15.50 | \$0.00                    | \$75.34    |
|  | 12/01/2019     | \$49.98   | \$11.00 | \$15.50 | \$0.00                    | \$76.48    |
|  | 06/01/2020     | \$51.06   | \$11.00 | \$15.50 | \$0.00                    | \$77.56    |
|  | 12/01/2020     | \$52.20   | \$11.00 | \$15.50 | \$0.00                    | \$78.70    |
|  | 06/01/2021     | \$53.29   | \$11.00 | \$15.50 | \$0.00                    | \$79.79    |
|  | 12/01/2021     | \$54.43   | \$11.00 | \$15.50 | \$0.00                    | \$80.93    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"               |                |           |         |         |                           |            |
| DIVER<br><i>PILE DRIVER LOCAL 56 (ZONE 1)</i>                            | 08/01/2017     | \$61.98   | \$9.90  | \$21.15 | \$0.00                    | \$93.03    |
|  | 08/01/2018     | \$65.20   | \$9.90  | \$21.15 | \$0.00                    | \$96.25    |
|  | 08/01/2019     | \$68.52   | \$9.90  | \$21.15 | \$0.00                    | \$99.57    |
| For apprentice rates see "Apprentice- PILE DRIVER"                       |                |           |         |         |                           |            |
| DIVER TENDER<br><i>PILE DRIVER LOCAL 56 (ZONE 1)</i>                     | 08/01/2017     | \$44.27   | \$9.90  | \$21.15 | \$0.00                    | \$75.32    |
|  | 08/01/2018     | \$46.57   | \$9.90  | \$21.15 | \$0.00                    | \$77.62    |
|  | 08/01/2019     | \$48.94   | \$9.90  | \$21.15 | \$0.00                    | \$79.99    |
| For apprentice rates see "Apprentice- PILE DRIVER"                       |                |           |         |         |                           |            |
| DIVER TENDER (EFFLUENT)<br><i>PILE DRIVER LOCAL 56 (ZONE 1)</i>          | 08/01/2017     | \$66.41   | \$9.90  | \$21.15 | \$0.00                    | \$97.46    |
|  | 08/01/2018     | \$69.86   | \$9.90  | \$21.15 | \$0.00                    | \$100.91   |
|  | 08/01/2019     | \$73.41   | \$9.90  | \$21.15 | \$0.00                    | \$104.46   |
| For apprentice rates see "Apprentice- PILE DRIVER"                       |                |           |         |         |                           |            |
| DIVER/SLURRY (EFFLUENT)<br><i>PILE DRIVER LOCAL 56 (ZONE 1)</i>          | 08/01/2017     | \$92.97   | \$9.90  | \$21.15 | \$0.00                    | \$124.02   |
|  | 08/01/2018     | \$97.80   | \$9.90  | \$21.15 | \$0.00                    | \$128.85   |
|  | 08/01/2019     | \$102.78  | \$9.90  | \$21.15 | \$0.00                    | \$133.83   |
| For apprentice rates see "Apprentice- PILE DRIVER"                       |                |           |         |         |                           |            |

| Classification  | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| DRAWBRIDGE OPERATOR (Construction)<br><i>ELECTRICIANS LOCAL 103</i> | 03/01/2018     | \$50.15   | \$13.00 | \$17.85 | \$0.00                    | \$81.00    |
|   | 09/01/2018     | \$51.34   | \$13.00 | \$17.89 | \$0.00                    | \$82.23    |
|   | 03/01/2019     | \$52.53   | \$13.00 | \$17.93 | \$0.00                    | \$83.46    |
| For apprentice rates see "Apprentice- ELECTRICIAN"                  |                |           |         |         |                           |            |
| ELECTRICIAN<br><i>ELECTRICIANS LOCAL 103</i>                        | 03/01/2018     | \$50.15   | \$13.00 | \$17.85 | \$0.00                    | \$81.00    |
|   | 09/01/2018     | \$51.34   | \$13.00 | \$17.89 | \$0.00                    | \$82.23    |
|   | 03/01/2019     | \$52.53   | \$13.00 | \$17.93 | \$0.00                    | \$83.46    |

**Apprentice - ELECTRICIAN - Local 103**

**Effective Date - 03/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 40      | \$20.06              | \$13.00 | \$0.60  | \$0.00                    | \$33.66    |
| 2    | 40      | \$20.06              | \$13.00 | \$0.60  | \$0.00                    | \$33.66    |
| 3    | 45      | \$22.57              | \$13.00 | \$13.61 | \$0.00                    | \$49.18    |
| 4    | 45      | \$22.57              | \$13.00 | \$13.61 | \$0.00                    | \$49.18    |
| 5    | 50      | \$25.08              | \$13.00 | \$13.99 | \$0.00                    | \$52.07    |
| 6    | 55      | \$27.58              | \$13.00 | \$14.38 | \$0.00                    | \$54.96    |
| 7    | 60      | \$30.09              | \$13.00 | \$14.76 | \$0.00                    | \$57.85    |
| 8    | 65      | \$32.60              | \$13.00 | \$15.15 | \$0.00                    | \$60.75    |
| 9    | 70      | \$35.11              | \$13.00 | \$15.53 | \$0.00                    | \$63.64    |
| 10   | 75      | \$37.61              | \$13.00 | \$15.93 | \$0.00                    | \$66.54    |

**Effective Date - 09/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 40      | \$20.54              | \$13.00 | \$0.62  | \$0.00                    | \$34.16    |
| 2    | 40      | \$20.54              | \$13.00 | \$0.62  | \$0.00                    | \$34.16    |
| 3    | 45      | \$23.10              | \$13.00 | \$13.62 | \$0.00                    | \$49.72    |
| 4    | 45      | \$23.10              | \$13.00 | \$13.62 | \$0.00                    | \$49.72    |
| 5    | 50      | \$25.67              | \$13.00 | \$14.01 | \$0.00                    | \$52.68    |
| 6    | 55      | \$28.24              | \$13.00 | \$14.40 | \$0.00                    | \$55.64    |
| 7    | 60      | \$30.80              | \$13.00 | \$14.78 | \$0.00                    | \$58.58    |
| 8    | 65      | \$33.37              | \$13.00 | \$15.17 | \$0.00                    | \$61.54    |
| 9    | 70      | \$35.94              | \$13.00 | \$15.56 | \$0.00                    | \$64.50    |
| 10   | 75      | \$38.51              | \$13.00 | \$15.96 | \$0.00                    | \$67.47    |

**Notes :**

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

**Apprentice to Journeyworker Ratio:2:3\*\*\***

|  |            |         |         |         |        |          |
|--|------------|---------|---------|---------|--------|----------|
| ELEVATOR CONSTRUCTOR<br><i>ELEVATOR CONSTRUCTORS LOCAL 4</i> | 01/01/2018 | \$57.62 | \$15.43 | \$16.61 | \$0.00 | \$89.66  |
|  | 01/01/2019 | \$59.47 | \$15.58 | \$17.51 | \$0.00 | \$92.56  |
|  | 01/01/2020 | \$61.42 | \$15.73 | \$18.41 | \$0.00 | \$95.56  |
|  | 01/01/2021 | \$63.47 | \$15.88 | \$19.31 | \$0.00 | \$98.66  |
|  | 01/01/2022 | \$65.62 | \$16.03 | \$20.21 | \$0.00 | \$101.86 |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

**Effective Date - 01/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$28.81              | \$15.43 | \$0.00  | \$0.00                    | \$44.24    |
| 2    | 55      | \$31.69              | \$15.43 | \$16.61 | \$0.00                    | \$63.73    |
| 3    | 65      | \$37.45              | \$15.43 | \$16.61 | \$0.00                    | \$69.49    |
| 4    | 70      | \$40.33              | \$15.43 | \$16.61 | \$0.00                    | \$72.37    |
| 5    | 80      | \$46.10              | \$15.43 | \$16.61 | \$0.00                    | \$78.14    |

**Effective Date - 01/01/2019**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$29.74              | \$15.58 | \$0.00  | \$0.00                    | \$45.32    |
| 2    | 55      | \$32.71              | \$15.58 | \$17.51 | \$0.00                    | \$65.80    |
| 3    | 65      | \$38.66              | \$15.58 | \$17.51 | \$0.00                    | \$71.75    |
| 4    | 70      | \$41.63              | \$15.58 | \$17.51 | \$0.00                    | \$74.72    |
| 5    | 80      | \$47.58              | \$15.58 | \$17.51 | \$0.00                    | \$80.67    |

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

**Apprentice to Journeyworker Ratio:1:1**

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| ELEVATOR CONSTRUCTOR HELPER<br><i>ELEVATOR CONSTRUCTORS LOCAL 4</i> | 01/01/2018 | \$40.33 | \$15.43 | \$16.61 | \$0.00 | \$72.37 |
|   | 01/01/2019 | \$41.63 | \$15.58 | \$17.51 | \$0.00 | \$74.72 |
|   | 01/01/2020 | \$42.99 | \$15.73 | \$18.41 | \$0.00 | \$77.13 |
|   | 01/01/2021 | \$44.43 | \$15.88 | \$19.31 | \$0.00 | \$79.62 |
|   | 01/01/2022 | \$45.93 | \$16.03 | \$20.21 | \$0.00 | \$82.17 |

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| FENCE & GUARD RAIL ERECTOR<br><i>LABORERS - ZONE 2</i> | 06/01/2018 | \$33.50 | \$7.70 | \$14.02 | \$0.00 | \$55.22 |
|  | 12/01/2018 | \$34.34 | \$7.70 | \$14.02 | \$0.00 | \$56.06 |
|  | 06/01/2019 | \$35.21 | \$7.70 | \$14.02 | \$0.00 | \$56.93 |
|  | 12/01/2019 | \$36.07 | \$7.70 | \$14.02 | \$0.00 | \$57.79 |
|  | 06/01/2020 | \$36.96 | \$7.70 | \$14.02 | \$0.00 | \$58.68 |
|  | 12/01/2020 | \$37.85 | \$7.70 | \$14.02 | \$0.00 | \$59.57 |
|  | 06/01/2021 | \$38.77 | \$7.70 | \$14.02 | \$0.00 | \$60.49 |
|  | 12/01/2021 | \$39.68 | \$7.70 | \$14.02 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY<br><i>OPERATING ENGINEERS LOCAL 4</i> | 05/01/2018 | \$42.84 | \$10.50 | \$15.50 | \$0.00 | \$68.84 |
|---|------------|---------|---------|---------|--------|---------|

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY<br><i>OPERATING ENGINEERS LOCAL 4</i> | 05/01/2018 | \$44.31 | \$10.50 | \$15.50 | \$0.00 | \$70.31 |
|---|------------|---------|---------|---------|--------|---------|

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|  |            |         |         |         |        |         |
|--|------------|---------|---------|---------|--------|---------|
| FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY<br><i>OPERATING ENGINEERS LOCAL 4</i> | 05/01/2018 | \$22.51 | \$10.50 | \$15.50 | \$0.00 | \$48.51 |
|--|------------|---------|---------|---------|--------|---------|

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| Classification   | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| FIRE ALARM INSTALLER<br><i>ELECTRICIANS LOCAL 103</i>                                      | 03/01/2018     | \$50.15   | \$13.00 | \$17.85 | \$0.00                    | \$81.00    |
|  | 09/01/2018     | \$51.34   | \$13.00 | \$17.89 | \$0.00                    | \$82.23    |
|  | 03/01/2019     | \$52.53   | \$13.00 | \$17.93 | \$0.00                    | \$83.46    |
| For apprentice rates see "Apprentice- ELECTRICIAN"   |                |           |         |         |                           |            |
| FIRE ALARM REPAIR / MAINTENANCE<br>/ COMMISSIONING <i>ELECTRICIANS</i><br><i>LOCAL 103</i> | 03/01/2018     | \$37.61   | \$13.00 | \$15.93 | \$0.00                    | \$66.54    |
|  | 09/01/2018     | \$38.51   | \$13.00 | \$15.96 | \$0.00                    | \$67.47    |
|  | 03/01/2019     | \$39.40   | \$13.00 | \$15.98 | \$0.00                    | \$68.38    |
| For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"                       |                |           |         |         |                           |            |
| FIREMAN (ASST. ENGINEER)<br><i>OPERATING ENGINEERS LOCAL 4</i>                             | 06/01/2018     | \$38.83   | \$11.00 | \$15.50 | \$0.00                    | \$65.33    |
|  | 12/01/2018     | \$39.78   | \$11.00 | \$15.50 | \$0.00                    | \$66.28    |
|  | 06/01/2019     | \$40.69   | \$11.00 | \$15.50 | \$0.00                    | \$67.19    |
|  | 12/01/2019     | \$41.64   | \$11.00 | \$15.50 | \$0.00                    | \$68.14    |
|  | 06/01/2020     | \$42.55   | \$11.00 | \$15.50 | \$0.00                    | \$69.05    |
|  | 12/01/2020     | \$43.50   | \$11.00 | \$15.50 | \$0.00                    | \$70.00    |
|  | 06/01/2021     | \$44.41   | \$11.00 | \$15.50 | \$0.00                    | \$70.91    |
| 12/01/2021   | \$45.36        | \$11.00   | \$15.50 | \$0.00  | \$71.86                   |            |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                                 |                |           |         |         |                           |            |
| FLAGGER & SIGNALER<br><i>LABORERS - ZONE 2</i>   | 06/01/2018     | \$21.50   | \$7.70  | \$14.02 | \$0.00                    | \$43.22    |
|  | 12/01/2018     | \$22.50   | \$7.70  | \$14.02 | \$0.00                    | \$44.22    |
|  | 06/01/2019     | \$22.50   | \$7.70  | \$14.02 | \$0.00                    | \$44.22    |
|  | 12/01/2019     | \$23.50   | \$7.70  | \$14.02 | \$0.00                    | \$45.22    |
|  | 06/01/2020     | \$23.50   | \$7.70  | \$14.02 | \$0.00                    | \$45.22    |
|  | 12/01/2020     | \$24.50   | \$7.70  | \$14.02 | \$0.00                    | \$46.22    |
|  | 06/01/2021     | \$24.50   | \$7.70  | \$14.02 | \$0.00                    | \$46.22    |
| 12/01/2021   | \$24.50        | \$7.70    | \$14.02 | \$0.00  | \$46.22                   |            |
| For apprentice rates see "Apprentice- LABORER"   |                |           |         |         |                           |            |
| FLOORCOVERER<br><i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>                                     | 03/01/2016     | \$42.13   | \$9.80  | \$17.62 | \$0.00                    | \$69.55    |

**Apprentice - FLOORCOVERER - Local 2168 Zone 1**

**Effective Date - 03/01/2016**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$21.07              | \$9.80 | \$1.79  | \$0.00                    | \$32.66    |
| 2    | 55      | \$23.17              | \$9.80 | \$1.79  | \$0.00                    | \$34.76    |
| 3    | 60      | \$25.28              | \$9.80 | \$12.25 | \$0.00                    | \$47.33    |
| 4    | 65      | \$27.38              | \$9.80 | \$12.25 | \$0.00                    | \$49.43    |
| 5    | 70      | \$29.49              | \$9.80 | \$14.04 | \$0.00                    | \$53.33    |
| 6    | 75      | \$31.60              | \$9.80 | \$14.04 | \$0.00                    | \$55.44    |
| 7    | 80      | \$33.70              | \$9.80 | \$15.83 | \$0.00                    | \$59.33    |
| 8    | 85      | \$35.81              | \$9.80 | \$15.83 | \$0.00                    | \$61.44    |

**Notes:** Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$30.55/ 3&4 \$36.49/ 5&6 \$53.33/ 7&8 \$59.33

**Apprentice to Journeyworker Ratio:1:1**

| Classification  | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| FORK LIFT/CHERRY PICKER<br><i>OPERATING ENGINEERS LOCAL 4</i>                           | 06/01/2018     | \$47.08   | \$11.00 | \$15.50 | \$0.00                    | \$73.58    |
|   | 12/01/2018     | \$48.23   | \$11.00 | \$15.50 | \$0.00                    | \$74.73    |
|   | 06/01/2019     | \$49.33   | \$11.00 | \$15.50 | \$0.00                    | \$75.83    |
|   | 12/01/2019     | \$50.48   | \$11.00 | \$15.50 | \$0.00                    | \$76.98    |
|   | 06/01/2020     | \$51.58   | \$11.00 | \$15.50 | \$0.00                    | \$78.08    |
|   | 12/01/2020     | \$52.73   | \$11.00 | \$15.50 | \$0.00                    | \$79.23    |
|   | 06/01/2021     | \$53.83   | \$11.00 | \$15.50 | \$0.00                    | \$80.33    |
|   | 12/01/2021     | \$54.98   | \$11.00 | \$15.50 | \$0.00                    | \$81.48    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                              |                |           |         |         |                           |            |
| GENERATOR/LIGHTING PLANT/HEATERS<br><i>OPERATING ENGINEERS LOCAL 4</i>                  | 06/01/2018     | \$31.90   | \$11.00 | \$15.50 | \$0.00                    | \$58.40    |
|   | 12/01/2018     | \$32.68   | \$11.00 | \$15.50 | \$0.00                    | \$59.18    |
|   | 06/01/2019     | \$33.43   | \$11.00 | \$15.50 | \$0.00                    | \$59.93    |
|   | 12/01/2019     | \$34.22   | \$11.00 | \$15.50 | \$0.00                    | \$60.72    |
|   | 06/01/2020     | \$34.97   | \$11.00 | \$15.50 | \$0.00                    | \$61.47    |
|   | 12/01/2020     | \$35.75   | \$11.00 | \$15.50 | \$0.00                    | \$62.25    |
|   | 06/01/2021     | \$36.50   | \$11.00 | \$15.50 | \$0.00                    | \$63.00    |
|   | 12/01/2021     | \$37.29   | \$11.00 | \$15.50 | \$0.00                    | \$63.79    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                              |                |           |         |         |                           |            |
| GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)<br><i>GLAZIERS LOCAL 35 (ZONE 2)</i> | 07/01/2018     | \$39.51   | \$8.15  | \$20.15 | \$0.00                    | \$67.81    |
|   | 01/01/2019     | \$39.86   | \$8.15  | \$20.85 | \$0.00                    | \$68.86    |
|   | 07/01/2019     | \$40.96   | \$8.15  | \$20.85 | \$0.00                    | \$69.96    |
|   | 01/01/2020     | \$42.06   | \$8.15  | \$20.85 | \$0.00                    | \$71.06    |
|   | 07/01/2020     | \$43.16   | \$8.15  | \$20.85 | \$0.00                    | \$72.16    |
|   | 01/01/2021     | \$44.26   | \$8.15  | \$20.85 | \$0.00                    | \$73.26    |

**Apprentice - GLAZIER - Local 35 Zone 2**

**Effective Date - 07/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$19.76              | \$8.15 | \$0.00  | \$0.00                    | \$27.91    |
| 2    | 55      | \$21.73              | \$8.15 | \$5.34  | \$0.00                    | \$35.22    |
| 3    | 60      | \$23.71              | \$8.15 | \$5.82  | \$0.00                    | \$37.68    |
| 4    | 65      | \$25.68              | \$8.15 | \$6.31  | \$0.00                    | \$40.14    |
| 5    | 70      | \$27.66              | \$8.15 | \$17.24 | \$0.00                    | \$53.05    |
| 6    | 75      | \$29.63              | \$8.15 | \$17.73 | \$0.00                    | \$55.51    |
| 7    | 80      | \$31.61              | \$8.15 | \$18.21 | \$0.00                    | \$57.97    |
| 8    | 90      | \$35.56              | \$8.15 | \$19.18 | \$0.00                    | \$62.89    |

**Effective Date - 01/01/2019**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$19.93              | \$8.15 | \$0.00  | \$0.00                    | \$28.08    |
| 2    | 55      | \$21.92              | \$8.15 | \$5.64  | \$0.00                    | \$35.71    |
| 3    | 60      | \$23.92              | \$8.15 | \$6.15  | \$0.00                    | \$38.22    |
| 4    | 65      | \$25.91              | \$8.15 | \$6.66  | \$0.00                    | \$40.72    |
| 5    | 70      | \$27.90              | \$8.15 | \$17.78 | \$0.00                    | \$53.83    |
| 6    | 75      | \$29.90              | \$8.15 | \$18.29 | \$0.00                    | \$56.34    |
| 7    | 80      | \$31.89              | \$8.15 | \$18.80 | \$0.00                    | \$58.84    |
| 8    | 90      | \$35.87              | \$8.15 | \$19.83 | \$0.00                    | \$63.85    |

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

|                                   |            |         |         |         |        |         |
|-----------------------------------|------------|---------|---------|---------|--------|---------|
| HOISTING ENGINEER/CRANES/GRADALLS | 06/01/2018 | \$47.08 | \$11.00 | \$15.50 | \$0.00 | \$73.58 |
| OPERATING ENGINEERS LOCAL 4       | 12/01/2018 | \$48.23 | \$11.00 | \$15.50 | \$0.00 | \$74.73 |
|                                   | 06/01/2019 | \$49.33 | \$11.00 | \$15.50 | \$0.00 | \$75.83 |
|                                   | 12/01/2019 | \$50.48 | \$11.00 | \$15.50 | \$0.00 | \$76.98 |
|                                   | 06/01/2020 | \$51.58 | \$11.00 | \$15.50 | \$0.00 | \$78.08 |
|                                   | 12/01/2020 | \$52.73 | \$11.00 | \$15.50 | \$0.00 | \$79.23 |
|                                   | 06/01/2021 | \$53.83 | \$11.00 | \$15.50 | \$0.00 | \$80.33 |
|                                   | 12/01/2021 | \$54.98 | \$11.00 | \$15.50 | \$0.00 | \$81.48 |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 06/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 55      | \$25.89              | \$11.00 | \$0.00  | \$0.00                    | \$36.89    |
| 2    | 60      | \$28.25              | \$11.00 | \$15.50 | \$0.00                    | \$54.75    |
| 3    | 65      | \$30.60              | \$11.00 | \$15.50 | \$0.00                    | \$57.10    |
| 4    | 70      | \$32.96              | \$11.00 | \$15.50 | \$0.00                    | \$59.46    |
| 5    | 75      | \$35.31              | \$11.00 | \$15.50 | \$0.00                    | \$61.81    |
| 6    | 80      | \$37.66              | \$11.00 | \$15.50 | \$0.00                    | \$64.16    |
| 7    | 85      | \$40.02              | \$11.00 | \$15.50 | \$0.00                    | \$66.52    |
| 8    | 90      | \$42.37              | \$11.00 | \$15.50 | \$0.00                    | \$68.87    |

**Effective Date - 12/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 55      | \$26.53              | \$11.00 | \$0.00  | \$0.00                    | \$37.53    |
| 2    | 60      | \$28.94              | \$11.00 | \$15.50 | \$0.00                    | \$55.44    |
| 3    | 65      | \$31.35              | \$11.00 | \$15.50 | \$0.00                    | \$57.85    |
| 4    | 70      | \$33.76              | \$11.00 | \$15.50 | \$0.00                    | \$60.26    |
| 5    | 75      | \$36.17              | \$11.00 | \$15.50 | \$0.00                    | \$62.67    |
| 6    | 80      | \$38.58              | \$11.00 | \$15.50 | \$0.00                    | \$65.08    |
| 7    | 85      | \$41.00              | \$11.00 | \$15.50 | \$0.00                    | \$67.50    |
| 8    | 90      | \$43.41              | \$11.00 | \$15.50 | \$0.00                    | \$69.91    |

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

HVAC (DUCTWORK) 02/01/2018 \$44.11 \$12.20 \$24.12 \$2.41 \$82.84  
*SHEETMETAL WORKERS LOCAL 17 - A*

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) 03/01/2018 \$50.15 \$13.00 \$17.85 \$0.00 \$81.00  
*ELECTRICIANS LOCAL 103*  
 09/01/2018 \$51.34 \$13.00 \$17.89 \$0.00 \$82.23  
 03/01/2019 \$52.53 \$13.00 \$17.93 \$0.00 \$83.46

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) 02/01/2018 \$44.11 \$12.20 \$24.12 \$2.41 \$82.84  
*SHEETMETAL WORKERS LOCAL 17 - A*

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) 09/01/2017 \$51.44 \$9.95 \$18.74 \$0.00 \$80.13  
*PIPEFITTERS LOCAL 537*  
 09/01/2018 \$52.94 \$9.95 \$18.74 \$0.00 \$81.63  
 09/01/2019 \$54.44 \$9.95 \$18.74 \$0.00 \$83.13  
 09/01/2020 \$55.94 \$9.95 \$18.74 \$0.00 \$84.63

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC 09/01/2017 \$51.44 \$9.95 \$18.74 \$0.00 \$80.13  
*PIPEFITTERS LOCAL 537*  
 09/01/2018 \$52.94 \$9.95 \$18.74 \$0.00 \$81.63  
 09/01/2019 \$54.44 \$9.95 \$18.74 \$0.00 \$83.13  
 09/01/2020 \$55.94 \$9.95 \$18.74 \$0.00 \$84.63



| Classification  | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|--------|---------|---------------------------|------------|
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" |                |           |        |         |                           |            |
| HYDRAULIC DRILLS<br>LABORERS - ZONE 2                                     | 06/01/2018     | \$34.00   | \$7.70 | \$14.02 | \$0.00                    | \$55.72    |
|   | 12/01/2018     | \$34.84   | \$7.70 | \$14.02 | \$0.00                    | \$56.56    |
|   | 06/01/2019     | \$35.71   | \$7.70 | \$14.02 | \$0.00                    | \$57.43    |
|   | 12/01/2019     | \$36.57   | \$7.70 | \$14.02 | \$0.00                    | \$58.29    |
|   | 06/01/2020     | \$37.46   | \$7.70 | \$14.02 | \$0.00                    | \$59.18    |
|   | 12/01/2020     | \$38.35   | \$7.70 | \$14.02 | \$0.00                    | \$60.07    |
|   | 06/01/2021     | \$39.27   | \$7.70 | \$14.02 | \$0.00                    | \$60.99    |
|   | 12/01/2021     | \$40.18   | \$7.70 | \$14.02 | \$0.00                    | \$61.90    |

| For apprentice rates see "Apprentice- LABORER"                        |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| INSULATOR (PIPES & TANKS)<br>HEAT & FROST INSULATORS LOCAL 6 (BOSTON) | 09/01/2017 | \$47.09 | \$11.75 | \$14.20 | \$0.00 | \$73.04 |
|   | 09/01/2018 | \$49.34 | \$11.75 | \$14.20 | \$0.00 | \$75.29 |
|   | 09/01/2019 | \$51.84 | \$11.75 | \$14.20 | \$0.00 | \$77.79 |

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

**Effective Date - 09/01/2017**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$23.55              | \$11.75 | \$10.45 | \$0.00                    | \$45.75    |
| 2    | 60      | \$28.25              | \$11.75 | \$11.20 | \$0.00                    | \$51.20    |
| 3    | 70      | \$32.96              | \$11.75 | \$11.95 | \$0.00                    | \$56.66    |
| 4    | 80      | \$37.67              | \$11.75 | \$12.70 | \$0.00                    | \$62.12    |

**Effective Date - 09/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$24.67              | \$11.75 | \$10.45 | \$0.00                    | \$46.87    |
| 2    | 60      | \$29.60              | \$11.75 | \$11.20 | \$0.00                    | \$52.55    |
| 3    | 70      | \$34.54              | \$11.75 | \$11.95 | \$0.00                    | \$58.24    |
| 4    | 80      | \$39.47              | \$11.75 | \$12.70 | \$0.00                    | \$63.92    |

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| IRONWORKER/WELDER<br>IRONWORKERS LOCAL 7 (BOSTON AREA) | 03/16/2017 | \$44.65 | \$7.80 | \$20.85 | \$0.00 | \$73.30 |
|--|------------|---------|--------|---------|--------|---------|

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - IRONWORKER - Local 7 Boston**

**Effective Date - 03/16/2017**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 60      | \$26.79              | \$7.80 | \$20.85 | \$0.00                    | \$55.44    |
| 2    | 70      | \$31.26              | \$7.80 | \$20.85 | \$0.00                    | \$59.91    |
| 3    | 75      | \$33.49              | \$7.80 | \$20.85 | \$0.00                    | \$62.14    |
| 4    | 80      | \$35.72              | \$7.80 | \$20.85 | \$0.00                    | \$64.37    |
| 5    | 85      | \$37.95              | \$7.80 | \$20.85 | \$0.00                    | \$66.60    |
| 6    | 90      | \$40.19              | \$7.80 | \$20.85 | \$0.00                    | \$68.84    |

**Notes:**

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

**Apprentice to Journeyworker Ratio:\*\***

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| JACKHAMMER & PAVING BREAKER OPERATOR<br>LABORERS - ZONE 2 | 06/01/2018 | \$33.50 | \$7.70 | \$14.02 | \$0.00 | \$55.22 |
|   | 12/01/2018 | \$34.34 | \$7.70 | \$14.02 | \$0.00 | \$56.06 |
|   | 06/01/2019 | \$35.21 | \$7.70 | \$14.02 | \$0.00 | \$56.93 |
|   | 12/01/2019 | \$36.07 | \$7.70 | \$14.02 | \$0.00 | \$57.79 |
|   | 06/01/2020 | \$36.96 | \$7.70 | \$14.02 | \$0.00 | \$58.68 |
|   | 12/01/2020 | \$37.85 | \$7.70 | \$14.02 | \$0.00 | \$59.57 |
|   | 06/01/2021 | \$38.77 | \$7.70 | \$14.02 | \$0.00 | \$60.49 |
|   | 12/01/2021 | \$39.68 | \$7.70 | \$14.02 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"

|                              |            |         |        |         |        |         |
|------------------------------|------------|---------|--------|---------|--------|---------|
| LABORER<br>LABORERS - ZONE 2 | 06/01/2018 | \$33.25 | \$7.70 | \$14.02 | \$0.00 | \$54.97 |
|                              | 12/01/2018 | \$34.09 | \$7.70 | \$14.02 | \$0.00 | \$55.81 |
|                              | 06/01/2019 | \$34.96 | \$7.70 | \$14.02 | \$0.00 | \$56.68 |
|                              | 12/01/2019 | \$35.82 | \$7.70 | \$14.02 | \$0.00 | \$57.54 |
|                              | 06/01/2020 | \$36.71 | \$7.70 | \$14.02 | \$0.00 | \$58.43 |
|                              | 12/01/2020 | \$37.60 | \$7.70 | \$14.02 | \$0.00 | \$59.32 |
|                              | 06/01/2021 | \$38.52 | \$7.70 | \$14.02 | \$0.00 | \$60.24 |
|                              | 12/01/2021 | \$39.43 | \$7.70 | \$14.02 | \$0.00 | \$61.15 |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - LABORER - Zone 2**

**Effective Date - 06/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 60      | \$19.95              | \$7.70 | \$14.02 | \$0.00                    | \$41.67    |
| 2    | 70      | \$23.28              | \$7.70 | \$14.02 | \$0.00                    | \$45.00    |
| 3    | 80      | \$26.60              | \$7.70 | \$14.02 | \$0.00                    | \$48.32    |
| 4    | 90      | \$29.93              | \$7.70 | \$14.02 | \$0.00                    | \$51.65    |

**Effective Date - 12/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 60      | \$20.45              | \$7.70 | \$14.02 | \$0.00                    | \$42.17    |
| 2    | 70      | \$23.86              | \$7.70 | \$14.02 | \$0.00                    | \$45.58    |
| 3    | 80      | \$27.27              | \$7.70 | \$14.02 | \$0.00                    | \$48.99    |
| 4    | 90      | \$30.68              | \$7.70 | \$14.02 | \$0.00                    | \$52.40    |

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| LABORER: CARPENTER TENDER<br>LABORERS - ZONE 2 | 06/01/2018 | \$33.25 | \$7.70 | \$14.02 | \$0.00 | \$54.97 |
|  | 12/01/2018 | \$34.09 | \$7.70 | \$14.02 | \$0.00 | \$55.81 |
|  | 06/01/2019 | \$34.96 | \$7.70 | \$14.02 | \$0.00 | \$56.68 |
|  | 12/01/2019 | \$35.82 | \$7.70 | \$14.02 | \$0.00 | \$57.54 |
|  | 06/01/2020 | \$36.71 | \$7.70 | \$14.02 | \$0.00 | \$58.43 |
|  | 12/01/2020 | \$37.60 | \$7.70 | \$14.02 | \$0.00 | \$59.32 |
|  | 06/01/2021 | \$38.52 | \$7.70 | \$14.02 | \$0.00 | \$60.24 |
|  | 12/01/2021 | \$39.43 | \$7.70 | \$14.02 | \$0.00 | \$61.15 |

For apprentice rates see "Apprentice- LABORER"

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| LABORER: CEMENT FINISHER TENDER<br>LABORERS - ZONE 2 | 06/01/2018 | \$33.25 | \$7.70 | \$14.02 | \$0.00 | \$54.97 |
|  | 12/01/2018 | \$34.09 | \$7.70 | \$14.02 | \$0.00 | \$55.81 |
|  | 06/01/2019 | \$34.96 | \$7.70 | \$14.02 | \$0.00 | \$56.68 |
|  | 12/01/2019 | \$35.82 | \$7.70 | \$14.02 | \$0.00 | \$57.54 |
|  | 06/01/2020 | \$36.71 | \$7.70 | \$14.02 | \$0.00 | \$58.43 |
|  | 12/01/2020 | \$37.60 | \$7.70 | \$14.02 | \$0.00 | \$59.32 |
|  | 06/01/2021 | \$38.52 | \$7.70 | \$14.02 | \$0.00 | \$60.24 |
|  | 12/01/2021 | \$39.43 | \$7.70 | \$14.02 | \$0.00 | \$61.15 |

For apprentice rates see "Apprentice- LABORER"

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER<br>LABORERS - ZONE 2 | 06/01/2018 | \$33.45 | \$7.70 | \$13.97 | \$0.00 | \$55.12 |
|  | 12/01/2018 | \$34.29 | \$7.70 | \$13.97 | \$0.00 | \$55.96 |
|  | 06/01/2019 | \$35.16 | \$7.70 | \$13.97 | \$0.00 | \$56.83 |
|  | 12/01/2019 | \$36.02 | \$7.70 | \$13.97 | \$0.00 | \$57.69 |

For apprentice rates see "Apprentice- LABORER"

| Classification  | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| LABORER: MASON TENDER<br><i>LABORERS - ZONE 2</i>   | 06/01/2018     | \$33.50   | \$7.70  | \$14.02 | \$0.00                    | \$55.22    |
|   | 12/01/2018     | \$34.34   | \$7.70  | \$14.02 | \$0.00                    | \$56.06    |
|   | 06/01/2019     | \$35.21   | \$7.70  | \$14.02 | \$0.00                    | \$56.93    |
|   | 12/01/2019     | \$36.07   | \$7.70  | \$14.02 | \$0.00                    | \$57.79    |
|   | 06/01/2020     | \$36.96   | \$7.70  | \$14.02 | \$0.00                    | \$58.68    |
|   | 12/01/2020     | \$37.85   | \$7.70  | \$14.02 | \$0.00                    | \$59.57    |
|   | 06/01/2021     | \$38.77   | \$7.70  | \$14.02 | \$0.00                    | \$60.49    |
|   | 12/01/2021     | \$39.68   | \$7.70  | \$14.02 | \$0.00                    | \$61.40    |
| For apprentice rates see "Apprentice- LABORER"  |                |           |         |         |                           |            |
| LABORER: MULTI-TRADE TENDER<br><i>LABORERS - ZONE 2</i>   | 06/01/2018     | \$33.25   | \$7.70  | \$14.02 | \$0.00                    | \$54.97    |
|   | 12/01/2018     | \$34.09   | \$7.70  | \$14.02 | \$0.00                    | \$55.81    |
|   | 06/01/2019     | \$34.96   | \$7.70  | \$14.02 | \$0.00                    | \$56.68    |
|   | 12/01/2019     | \$35.82   | \$7.70  | \$14.02 | \$0.00                    | \$57.54    |
|   | 06/01/2020     | \$36.71   | \$7.70  | \$14.02 | \$0.00                    | \$58.43    |
|   | 12/01/2020     | \$37.60   | \$7.70  | \$14.02 | \$0.00                    | \$59.32    |
|   | 06/01/2021     | \$38.52   | \$7.70  | \$14.02 | \$0.00                    | \$60.24    |
|   | 12/01/2021     | \$39.43   | \$7.70  | \$14.02 | \$0.00                    | \$61.15    |
| For apprentice rates see "Apprentice- LABORER"  |                |           |         |         |                           |            |
| LABORER: TREE REMOVER<br><i>LABORERS - ZONE 2</i>   | 06/01/2018     | \$33.25   | \$7.70  | \$14.02 | \$0.00                    | \$54.97    |
|   | 12/01/2018     | \$34.09   | \$7.70  | \$14.02 | \$0.00                    | \$55.81    |
|   | 06/01/2019     | \$34.96   | \$7.70  | \$14.02 | \$0.00                    | \$56.68    |
|   | 12/01/2019     | \$35.82   | \$7.70  | \$14.02 | \$0.00                    | \$57.54    |
|   | 06/01/2020     | \$36.71   | \$7.70  | \$14.02 | \$0.00                    | \$58.43    |
|   | 12/01/2020     | \$37.60   | \$7.70  | \$14.02 | \$0.00                    | \$59.32    |
|   | 06/01/2021     | \$38.52   | \$7.70  | \$14.02 | \$0.00                    | \$60.24    |
|   | 12/01/2021     | \$39.43   | \$7.70  | \$14.02 | \$0.00                    | \$61.15    |
| 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<br><i>LABORERS - ZONE 2</i>   | 06/01/2018     | \$33.50   | \$7.70  | \$14.02 | \$0.00                    | \$55.22    |
|   | 12/01/2018     | \$34.34   | \$7.70  | \$14.02 | \$0.00                    | \$56.06    |
|   | 06/01/2019     | \$35.21   | \$7.70  | \$14.02 | \$0.00                    | \$56.93    |
|   | 12/01/2019     | \$36.07   | \$7.70  | \$14.02 | \$0.00                    | \$57.79    |
|   | 06/01/2020     | \$36.96   | \$7.70  | \$14.02 | \$0.00                    | \$58.68    |
|   | 12/01/2020     | \$37.85   | \$7.70  | \$14.02 | \$0.00                    | \$59.57    |
|   | 06/01/2021     | \$38.77   | \$7.70  | \$14.02 | \$0.00                    | \$60.49    |
|   | 12/01/2021     | \$39.68   | \$7.70  | \$14.02 | \$0.00                    | \$61.40    |
| For apprentice rates see "Apprentice- LABORER"  |                |           |         |         |                           |            |
| MARBLE & TILE FINISHERS<br><i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>   | 02/01/2018     | \$39.82   | \$10.75 | \$18.34 | \$0.00                    | \$68.91    |
|   | 08/01/2018     | \$40.40   | \$10.75 | \$18.97 | \$0.00                    | \$70.12    |
|   | 02/01/2019     | \$40.91   | \$10.75 | \$18.97 | \$0.00                    | \$70.63    |
|   | 08/01/2019     | \$41.99   | \$10.75 | \$19.11 | \$0.00                    | \$71.85    |
|   | 02/01/2020     | \$42.50   | \$10.75 | \$19.11 | \$0.00                    | \$72.36    |
|   | 08/01/2020     | \$43.58   | \$10.75 | \$19.26 | \$0.00                    | \$73.59    |
|   | 02/01/2021     | \$44.09   | \$10.75 | \$19.26 | \$0.00                    | \$74.10    |
|   | 08/01/2021     | \$45.21   | \$10.75 | \$19.42 | \$0.00                    | \$75.38    |
|   | 02/01/2022     | \$45.68   | \$10.75 | \$19.42 | \$0.00                    | \$75.85    |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

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

**Effective Date - 02/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$19.91              | \$10.75 | \$18.34 | \$0.00                    | \$49.00    |
| 2    | 60      | \$23.89              | \$10.75 | \$18.34 | \$0.00                    | \$52.98    |
| 3    | 70      | \$27.87              | \$10.75 | \$18.34 | \$0.00                    | \$56.96    |
| 4    | 80      | \$31.86              | \$10.75 | \$18.34 | \$0.00                    | \$60.95    |
| 5    | 90      | \$35.84              | \$10.75 | \$18.34 | \$0.00                    | \$64.93    |

**Effective Date - 08/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$20.20              | \$10.75 | \$18.97 | \$0.00                    | \$49.92    |
| 2    | 60      | \$24.24              | \$10.75 | \$18.97 | \$0.00                    | \$53.96    |
| 3    | 70      | \$28.28              | \$10.75 | \$18.97 | \$0.00                    | \$58.00    |
| 4    | 80      | \$32.32              | \$10.75 | \$18.97 | \$0.00                    | \$62.04    |
| 5    | 90      | \$36.36              | \$10.75 | \$18.97 | \$0.00                    | \$66.08    |

**Notes:**

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**Apprentice to Journeyworker Ratio:1:3**

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| MARBLE MASONS, TILELAYERS & TERRAZZO MECH | 02/01/2018 | \$52.10 | \$10.75 | \$20.03 | \$0.00 | \$82.88 |
| BRICKLAYERS LOCAL 3 - MARBLE & TILE       | 08/01/2018 | \$52.95 | \$10.75 | \$20.66 | \$0.00 | \$84.36 |
|   | 02/01/2019 | \$53.57 | \$10.75 | \$20.66 | \$0.00 | \$84.98 |
|   | 08/01/2019 | \$54.92 | \$10.75 | \$20.80 | \$0.00 | \$86.47 |
|   | 02/01/2020 | \$55.55 | \$10.75 | \$20.80 | \$0.00 | \$87.10 |
|   | 08/01/2020 | \$56.90 | \$10.75 | \$20.95 | \$0.00 | \$88.60 |
|   | 02/01/2021 | \$57.54 | \$10.75 | \$20.95 | \$0.00 | \$89.24 |
|   | 08/01/2021 | \$58.94 | \$10.75 | \$21.11 | \$0.00 | \$90.80 |
|   | 02/01/2022 | \$59.51 | \$10.75 | \$21.11 | \$0.00 | \$91.37 |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

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

**Effective Date - 02/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$26.05              | \$10.75 | \$20.03 | \$0.00                    | \$56.83    |
| 2    | 60      | \$31.26              | \$10.75 | \$20.03 | \$0.00                    | \$62.04    |
| 3    | 70      | \$36.47              | \$10.75 | \$20.03 | \$0.00                    | \$67.25    |
| 4    | 80      | \$41.68              | \$10.75 | \$20.03 | \$0.00                    | \$72.46    |
| 5    | 90      | \$46.89              | \$10.75 | \$20.03 | \$0.00                    | \$77.67    |

**Effective Date - 08/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$26.48              | \$10.75 | \$20.66 | \$0.00                    | \$57.89    |
| 2    | 60      | \$31.77              | \$10.75 | \$20.66 | \$0.00                    | \$63.18    |
| 3    | 70      | \$37.07              | \$10.75 | \$20.66 | \$0.00                    | \$68.48    |
| 4    | 80      | \$42.36              | \$10.75 | \$20.66 | \$0.00                    | \$73.77    |
| 5    | 90      | \$47.66              | \$10.75 | \$20.66 | \$0.00                    | \$79.07    |

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

|  |            |         |         |         |        |         |
|--|------------|---------|---------|---------|--------|---------|
| MECH. SWEEPER OPERATOR (ON CONST. SITES)<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018 | \$46.61 | \$11.00 | \$15.50 | \$0.00 | \$73.11 |
|  | 12/01/2018 | \$47.75 | \$11.00 | \$15.50 | \$0.00 | \$74.25 |
|  | 06/01/2019 | \$48.84 | \$11.00 | \$15.50 | \$0.00 | \$75.34 |
|  | 12/01/2019 | \$49.98 | \$11.00 | \$15.50 | \$0.00 | \$76.48 |
|  | 06/01/2020 | \$51.06 | \$11.00 | \$15.50 | \$0.00 | \$77.56 |
|  | 12/01/2020 | \$52.20 | \$11.00 | \$15.50 | \$0.00 | \$78.70 |
|  | 06/01/2021 | \$53.29 | \$11.00 | \$15.50 | \$0.00 | \$79.79 |
|  | 12/01/2021 | \$54.43 | \$11.00 | \$15.50 | \$0.00 | \$80.93 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| MECHANICS MAINTENANCE<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018 | \$46.61 | \$11.00 | \$15.50 | \$0.00 | \$73.11 |
|   | 12/01/2018 | \$47.75 | \$11.00 | \$15.50 | \$0.00 | \$74.25 |
|   | 06/01/2019 | \$48.84 | \$11.00 | \$15.50 | \$0.00 | \$75.34 |
|   | 12/01/2019 | \$49.98 | \$11.00 | \$15.50 | \$0.00 | \$76.48 |
|   | 06/01/2020 | \$51.06 | \$11.00 | \$15.50 | \$0.00 | \$77.56 |
|   | 12/01/2020 | \$52.20 | \$11.00 | \$15.50 | \$0.00 | \$78.70 |
|   | 06/01/2021 | \$53.29 | \$11.00 | \$15.50 | \$0.00 | \$79.79 |
|   | 12/01/2021 | \$54.43 | \$11.00 | \$15.50 | \$0.00 | \$80.93 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| MILLWRIGHT (Zone 1)<br><i>MILLWRIGHTS LOCAL 1121 - Zone 1</i> | 04/01/2018 | \$40.42 | \$9.90 | \$18.50 | \$0.00 | \$68.82 |
|   | 10/01/2018 | \$41.32 | \$9.90 | \$18.50 | \$0.00 | \$69.72 |
|   | 04/01/2019 | \$42.22 | \$9.90 | \$18.50 | \$0.00 | \$70.62 |

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - MILLWRIGHT - Local 1121 Zone 1**

**Effective Date - 04/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 55      | \$22.23              | \$9.90 | \$5.31  | \$0.00                    | \$37.44    |
| 2    | 65      | \$26.27              | \$9.90 | \$15.13 | \$0.00                    | \$51.30    |
| 3    | 75      | \$30.32              | \$9.90 | \$16.10 | \$0.00                    | \$56.32    |
| 4    | 85      | \$34.36              | \$9.90 | \$17.06 | \$0.00                    | \$61.32    |

**Notes:**  
Steps are 2,000 hours

**Apprentice to Journeyworker Ratio:1:5**

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| <b>MORTAR MIXER</b><br><i>LABORERS - ZONE 2</i> | 06/01/2018 | \$33.50 | \$7.70 | \$14.02 | \$0.00 | \$55.22 |
|   | 12/01/2018 | \$34.34 | \$7.70 | \$14.02 | \$0.00 | \$56.06 |
|   | 06/01/2019 | \$35.21 | \$7.70 | \$14.02 | \$0.00 | \$56.93 |
|   | 12/01/2019 | \$36.07 | \$7.70 | \$14.02 | \$0.00 | \$57.79 |
|   | 06/01/2020 | \$36.96 | \$7.70 | \$14.02 | \$0.00 | \$58.68 |
|   | 12/01/2020 | \$37.85 | \$7.70 | \$14.02 | \$0.00 | \$59.57 |
|   | 06/01/2021 | \$38.77 | \$7.70 | \$14.02 | \$0.00 | \$60.49 |
|   | 12/01/2021 | \$39.68 | \$7.70 | \$14.02 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"

|  |            |         |         |         |        |         |
|--|------------|---------|---------|---------|--------|---------|
| <b>OILER (OTHER THAN TRUCK CRANES, GRADALLS)</b><br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018 | \$23.14 | \$11.00 | \$15.50 | \$0.00 | \$49.64 |
|  | 12/01/2018 | \$23.71 | \$11.00 | \$15.50 | \$0.00 | \$50.21 |
|  | 06/01/2019 | \$24.26 | \$11.00 | \$15.50 | \$0.00 | \$50.76 |
|  | 12/01/2019 | \$24.83 | \$11.00 | \$15.50 | \$0.00 | \$51.33 |
|  | 06/01/2020 | \$25.38 | \$11.00 | \$15.50 | \$0.00 | \$51.88 |
|  | 12/01/2020 | \$25.95 | \$11.00 | \$15.50 | \$0.00 | \$52.45 |
|  | 06/01/2021 | \$26.50 | \$11.00 | \$15.50 | \$0.00 | \$53.00 |
|  | 12/01/2021 | \$27.08 | \$11.00 | \$15.50 | \$0.00 | \$53.58 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| <b>OILER (TRUCK CRANES, GRADALLS)</b><br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018 | \$27.40 | \$11.00 | \$15.50 | \$0.00 | \$53.90 |
|   | 12/01/2018 | \$28.07 | \$11.00 | \$15.50 | \$0.00 | \$54.57 |
|   | 06/01/2019 | \$28.72 | \$11.00 | \$15.50 | \$0.00 | \$55.22 |
|   | 12/01/2019 | \$29.39 | \$11.00 | \$15.50 | \$0.00 | \$55.89 |
|   | 06/01/2020 | \$30.04 | \$11.00 | \$15.50 | \$0.00 | \$56.54 |
|   | 12/01/2020 | \$30.72 | \$11.00 | \$15.50 | \$0.00 | \$57.22 |
|   | 06/01/2021 | \$31.36 | \$11.00 | \$15.50 | \$0.00 | \$57.86 |
|   | 12/01/2021 | \$32.04 | \$11.00 | \$15.50 | \$0.00 | \$58.54 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| Classification  | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| OTHER POWER DRIVEN EQUIPMENT - CLASS II<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018     | \$46.61   | \$11.00 | \$15.50 | \$0.00                    | \$73.11    |
|   | 12/01/2018     | \$47.75   | \$11.00 | \$15.50 | \$0.00                    | \$74.25    |
|   | 06/01/2019     | \$48.84   | \$11.00 | \$15.50 | \$0.00                    | \$75.34    |
|   | 12/01/2019     | \$49.98   | \$11.00 | \$15.50 | \$0.00                    | \$76.48    |
|   | 06/01/2020     | \$51.06   | \$11.00 | \$15.50 | \$0.00                    | \$77.56    |
|   | 12/01/2020     | \$52.20   | \$11.00 | \$15.50 | \$0.00                    | \$78.70    |
|   | 06/01/2021     | \$53.29   | \$11.00 | \$15.50 | \$0.00                    | \$79.79    |
|   | 12/01/2021     | \$54.43   | \$11.00 | \$15.50 | \$0.00                    | \$80.93    |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| PAINTER (BRIDGES/TANKS)<br><i>PAINTERS LOCAL 35 - ZONE 2</i> | 07/01/2018 | \$50.01 | \$8.15 | \$20.15 | \$0.00 | \$78.31 |
|  | 01/01/2019 | \$50.36 | \$8.15 | \$20.85 | \$0.00 | \$79.36 |
|  | 07/01/2019 | \$51.46 | \$8.15 | \$20.85 | \$0.00 | \$80.46 |
|  | 01/01/2020 | \$52.56 | \$8.15 | \$20.85 | \$0.00 | \$81.56 |
|  | 07/01/2020 | \$53.66 | \$8.15 | \$20.85 | \$0.00 | \$82.66 |
|  | 01/01/2021 | \$54.76 | \$8.15 | \$20.85 | \$0.00 | \$83.76 |

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 07/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$25.01              | \$8.15 | \$0.00  | \$0.00                    | \$33.16    |
| 2    | 55      | \$27.51              | \$8.15 | \$5.34  | \$0.00                    | \$41.00    |
| 3    | 60      | \$30.01              | \$8.15 | \$5.82  | \$0.00                    | \$43.98    |
| 4    | 65      | \$32.51              | \$8.15 | \$6.31  | \$0.00                    | \$46.97    |
| 5    | 70      | \$35.01              | \$8.15 | \$17.24 | \$0.00                    | \$60.40    |
| 6    | 75      | \$37.51              | \$8.15 | \$17.73 | \$0.00                    | \$63.39    |
| 7    | 80      | \$40.01              | \$8.15 | \$18.21 | \$0.00                    | \$66.37    |
| 8    | 90      | \$45.01              | \$8.15 | \$19.18 | \$0.00                    | \$72.34    |

**Effective Date - 01/01/2019**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$25.18              | \$8.15 | \$0.00  | \$0.00                    | \$33.33    |
| 2    | 55      | \$27.70              | \$8.15 | \$5.64  | \$0.00                    | \$41.49    |
| 3    | 60      | \$30.22              | \$8.15 | \$6.15  | \$0.00                    | \$44.52    |
| 4    | 65      | \$32.73              | \$8.15 | \$6.66  | \$0.00                    | \$47.54    |
| 5    | 70      | \$35.25              | \$8.15 | \$17.78 | \$0.00                    | \$61.18    |
| 6    | 75      | \$37.77              | \$8.15 | \$18.29 | \$0.00                    | \$64.21    |
| 7    | 80      | \$40.29              | \$8.15 | \$18.80 | \$0.00                    | \$67.24    |
| 8    | 90      | \$45.32              | \$8.15 | \$19.83 | \$0.00                    | \$73.30    |

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**



| Classification   | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|--------|---------|---------------------------|------------|
| PAINTER (SPRAY OR SANDBLAST, NEW) *<br>* If 30% or more of surfaces to be painted are new construction,<br>NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i> | 07/01/2018     | \$40.91   | \$8.15 | \$20.15 | \$0.00                    | \$69.21    |
|  | 01/01/2019     | \$41.26   | \$8.15 | \$20.85 | \$0.00                    | \$70.26    |
|  | 07/01/2019     | \$42.36   | \$8.15 | \$20.85 | \$0.00                    | \$71.36    |
|  | 01/01/2020     | \$43.46   | \$8.15 | \$20.85 | \$0.00                    | \$72.46    |
|  | 07/01/2020     | \$44.56   | \$8.15 | \$20.85 | \$0.00                    | \$73.56    |
|  | 01/01/2021     | \$45.66   | \$8.15 | \$20.85 | \$0.00                    | \$74.66    |

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

**Effective Date - 07/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$20.46              | \$8.15 | \$0.00  | \$0.00                    | \$28.61    |
| 2    | 55      | \$22.50              | \$8.15 | \$5.34  | \$0.00                    | \$35.99    |
| 3    | 60      | \$24.55              | \$8.15 | \$5.82  | \$0.00                    | \$38.52    |
| 4    | 65      | \$26.59              | \$8.15 | \$6.31  | \$0.00                    | \$41.05    |
| 5    | 70      | \$28.64              | \$8.15 | \$17.24 | \$0.00                    | \$54.03    |
| 6    | 75      | \$30.68              | \$8.15 | \$17.73 | \$0.00                    | \$56.56    |
| 7    | 80      | \$32.73              | \$8.15 | \$18.21 | \$0.00                    | \$59.09    |
| 8    | 90      | \$36.82              | \$8.15 | \$19.18 | \$0.00                    | \$64.15    |

**Effective Date - 01/01/2019**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$20.63              | \$8.15 | \$0.00  | \$0.00                    | \$28.78    |
| 2    | 55      | \$22.69              | \$8.15 | \$5.64  | \$0.00                    | \$36.48    |
| 3    | 60      | \$24.76              | \$8.15 | \$6.15  | \$0.00                    | \$39.06    |
| 4    | 65      | \$26.82              | \$8.15 | \$6.66  | \$0.00                    | \$41.63    |
| 5    | 70      | \$28.88              | \$8.15 | \$17.78 | \$0.00                    | \$54.81    |
| 6    | 75      | \$30.95              | \$8.15 | \$18.29 | \$0.00                    | \$57.39    |
| 7    | 80      | \$33.01              | \$8.15 | \$18.80 | \$0.00                    | \$59.96    |
| 8    | 90      | \$37.13              | \$8.15 | \$19.83 | \$0.00                    | \$65.11    |

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| PAINTER (SPRAY OR SANDBLAST, REPAINT)<br><i>PAINTERS LOCAL 35 - ZONE 2</i> | 07/01/2018 | \$38.97 | \$8.15 | \$20.15 | \$0.00 | \$67.27 |
|  | 01/01/2019 | \$39.32 | \$8.15 | \$20.85 | \$0.00 | \$68.32 |
|  | 07/01/2019 | \$40.42 | \$8.15 | \$20.85 | \$0.00 | \$69.42 |
|  | 01/01/2020 | \$41.52 | \$8.15 | \$20.85 | \$0.00 | \$70.52 |
|  | 07/01/2020 | \$42.62 | \$8.15 | \$20.85 | \$0.00 | \$71.62 |
|  | 01/01/2021 | \$43.72 | \$8.15 | \$20.85 | \$0.00 | \$72.72 |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

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

**Effective Date - 07/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$19.49              | \$8.15 | \$0.00  | \$0.00                    | \$27.64    |
| 2    | 55      | \$21.43              | \$8.15 | \$5.34  | \$0.00                    | \$34.92    |
| 3    | 60      | \$23.38              | \$8.15 | \$5.82  | \$0.00                    | \$37.35    |
| 4    | 65      | \$25.33              | \$8.15 | \$6.31  | \$0.00                    | \$39.79    |
| 5    | 70      | \$27.28              | \$8.15 | \$17.24 | \$0.00                    | \$52.67    |
| 6    | 75      | \$29.23              | \$8.15 | \$17.73 | \$0.00                    | \$55.11    |
| 7    | 80      | \$31.18              | \$8.15 | \$18.21 | \$0.00                    | \$57.54    |
| 8    | 90      | \$35.07              | \$8.15 | \$19.18 | \$0.00                    | \$62.40    |

**Effective Date - 01/01/2019**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$19.66              | \$8.15 | \$0.00  | \$0.00                    | \$27.81    |
| 2    | 55      | \$21.63              | \$8.15 | \$5.64  | \$0.00                    | \$35.42    |
| 3    | 60      | \$23.59              | \$8.15 | \$6.15  | \$0.00                    | \$37.89    |
| 4    | 65      | \$25.56              | \$8.15 | \$6.66  | \$0.00                    | \$40.37    |
| 5    | 70      | \$27.52              | \$8.15 | \$17.78 | \$0.00                    | \$53.45    |
| 6    | 75      | \$29.49              | \$8.15 | \$18.29 | \$0.00                    | \$55.93    |
| 7    | 80      | \$31.46              | \$8.15 | \$18.80 | \$0.00                    | \$58.41    |
| 8    | 90      | \$35.39              | \$8.15 | \$19.83 | \$0.00                    | \$63.37    |

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| PAINTER (TRAFFIC MARKINGS)<br>LABORERS - ZONE 2 | 06/01/2018 | \$33.25 | \$7.70 | \$14.02 | \$0.00 | \$54.97 |
|   | 12/01/2018 | \$34.09 | \$7.70 | \$14.02 | \$0.00 | \$55.81 |
|   | 06/01/2019 | \$34.96 | \$7.70 | \$14.02 | \$0.00 | \$56.68 |
|   | 12/01/2019 | \$35.82 | \$7.70 | \$14.02 | \$0.00 | \$57.54 |
|   | 06/01/2020 | \$36.71 | \$7.70 | \$14.02 | \$0.00 | \$58.43 |
|   | 12/01/2020 | \$37.60 | \$7.70 | \$14.02 | \$0.00 | \$59.32 |
|   | 06/01/2021 | \$38.52 | \$7.70 | \$14.02 | \$0.00 | \$60.24 |
|   | 12/01/2021 | \$39.43 | \$7.70 | \$14.02 | \$0.00 | \$61.15 |

For Apprentice rates see "Apprentice- LABORER"

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| PAINTER / TAPER (BRUSH, NEW) *   | 07/01/2018 | \$39.51 | \$8.15 | \$20.15 | \$0.00 | \$67.81 |
| * If 30% or more of surfaces to be painted are new construction,<br>NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2 | 01/01/2019 | \$39.86 | \$8.15 | \$20.85 | \$0.00 | \$68.86 |
|  | 07/01/2019 | \$40.96 | \$8.15 | \$20.85 | \$0.00 | \$69.96 |
|  | 01/01/2020 | \$42.06 | \$8.15 | \$20.85 | \$0.00 | \$71.06 |
|  | 07/01/2020 | \$43.16 | \$8.15 | \$20.85 | \$0.00 | \$72.16 |
|  | 01/01/2021 | \$44.25 | \$8.15 | \$20.85 | \$0.00 | \$73.25 |

**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**

**Effective Date - 07/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$19.76              | \$8.15 | \$0.00  | \$0.00                    | \$27.91    |
| 2    | 55      | \$21.73              | \$8.15 | \$5.34  | \$0.00                    | \$35.22    |
| 3    | 60      | \$23.71              | \$8.15 | \$5.82  | \$0.00                    | \$37.68    |
| 4    | 65      | \$25.68              | \$8.15 | \$6.31  | \$0.00                    | \$40.14    |
| 5    | 70      | \$27.66              | \$8.15 | \$17.24 | \$0.00                    | \$53.05    |
| 6    | 75      | \$29.63              | \$8.15 | \$17.73 | \$0.00                    | \$55.51    |
| 7    | 80      | \$31.61              | \$8.15 | \$18.21 | \$0.00                    | \$57.97    |
| 8    | 90      | \$35.56              | \$8.15 | \$19.18 | \$0.00                    | \$62.89    |

**Effective Date - 01/01/2019**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$19.93              | \$8.15 | \$0.00  | \$0.00                    | \$28.08    |
| 2    | 55      | \$21.92              | \$8.15 | \$5.64  | \$0.00                    | \$35.71    |
| 3    | 60      | \$23.92              | \$8.15 | \$6.15  | \$0.00                    | \$38.22    |
| 4    | 65      | \$25.91              | \$8.15 | \$6.66  | \$0.00                    | \$40.72    |
| 5    | 70      | \$27.90              | \$8.15 | \$17.78 | \$0.00                    | \$53.83    |
| 6    | 75      | \$29.90              | \$8.15 | \$18.29 | \$0.00                    | \$56.34    |
| 7    | 80      | \$31.89              | \$8.15 | \$18.80 | \$0.00                    | \$58.84    |
| 8    | 90      | \$35.87              | \$8.15 | \$19.83 | \$0.00                    | \$63.85    |

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

|                                  |            |         |        |         |        |         |
|----------------------------------|------------|---------|--------|---------|--------|---------|
| PAINTER / TAPER (BRUSH, REPAINT) | 07/01/2018 | \$37.57 | \$8.15 | \$20.15 | \$0.00 | \$65.87 |
| PAINTERS LOCAL 35 - ZONE 2       | 01/01/2019 | \$37.92 | \$8.15 | \$20.85 | \$0.00 | \$66.92 |
|                                  | 07/01/2019 | \$39.02 | \$8.15 | \$20.85 | \$0.00 | \$68.02 |
|                                  | 01/01/2020 | \$40.12 | \$8.15 | \$20.85 | \$0.00 | \$69.12 |
|                                  | 07/01/2020 | \$41.22 | \$8.15 | \$20.85 | \$0.00 | \$70.22 |
|                                  | 01/01/2021 | \$42.32 | \$8.15 | \$20.85 | \$0.00 | \$71.32 |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

**Effective Date - 07/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$18.79              | \$8.15 | \$0.00  | \$0.00                    | \$26.94    |
| 2    | 55      | \$20.66              | \$8.15 | \$5.34  | \$0.00                    | \$34.15    |
| 3    | 60      | \$22.54              | \$8.15 | \$5.82  | \$0.00                    | \$36.51    |
| 4    | 65      | \$24.42              | \$8.15 | \$6.31  | \$0.00                    | \$38.88    |
| 5    | 70      | \$26.30              | \$8.15 | \$17.24 | \$0.00                    | \$51.69    |
| 6    | 75      | \$28.18              | \$8.15 | \$17.73 | \$0.00                    | \$54.06    |
| 7    | 80      | \$30.06              | \$8.15 | \$18.21 | \$0.00                    | \$56.42    |
| 8    | 90      | \$33.81              | \$8.15 | \$19.18 | \$0.00                    | \$61.14    |

**Effective Date - 01/01/2019**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$18.96              | \$8.15 | \$0.00  | \$0.00                    | \$27.11    |
| 2    | 55      | \$20.86              | \$8.15 | \$5.64  | \$0.00                    | \$34.65    |
| 3    | 60      | \$22.75              | \$8.15 | \$6.15  | \$0.00                    | \$37.05    |
| 4    | 65      | \$24.65              | \$8.15 | \$6.66  | \$0.00                    | \$39.46    |
| 5    | 70      | \$26.54              | \$8.15 | \$17.78 | \$0.00                    | \$52.47    |
| 6    | 75      | \$28.44              | \$8.15 | \$18.29 | \$0.00                    | \$54.88    |
| 7    | 80      | \$30.34              | \$8.15 | \$18.80 | \$0.00                    | \$57.29    |
| 8    | 90      | \$34.13              | \$8.15 | \$19.83 | \$0.00                    | \$62.11    |

**Notes:**  
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| PANEL & PICKUP TRUCKS DRIVER<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>              | 12/01/2012 | \$30.28 | \$9.07 | \$8.00  | \$0.00 | \$47.35 |
| PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)<br><i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2017 | \$44.27 | \$9.90 | \$21.15 | \$0.00 | \$75.32 |
|   | 08/01/2018 | \$46.57 | \$9.90 | \$21.15 | \$0.00 | \$77.62 |
|   | 08/01/2019 | \$48.94 | \$9.90 | \$21.15 | \$0.00 | \$79.99 |
| For apprentice rates see "Apprentice- PILE DRIVER"  |            |         |        |         |        |         |
| PILE DRIVER<br><i>PILE DRIVER LOCAL 56 (ZONE 1)</i>                                       | 08/01/2017 | \$44.27 | \$9.90 | \$21.15 | \$0.00 | \$75.32 |
|   | 08/01/2018 | \$46.57 | \$9.90 | \$21.15 | \$0.00 | \$77.62 |
|   | 08/01/2019 | \$48.94 | \$9.90 | \$21.15 | \$0.00 | \$79.99 |

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - PILE DRIVER - Local 56 Zone 1**

**Effective Date - 08/01/2017**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$22.14              | \$9.90 | \$21.15 | \$0.00                    | \$53.19    |
| 2    | 60      | \$26.56              | \$9.90 | \$21.15 | \$0.00                    | \$57.61    |
| 3    | 70      | \$30.99              | \$9.90 | \$21.15 | \$0.00                    | \$62.04    |
| 4    | 75      | \$33.20              | \$9.90 | \$21.15 | \$0.00                    | \$64.25    |
| 5    | 80      | \$35.42              | \$9.90 | \$21.15 | \$0.00                    | \$66.47    |
| 6    | 80      | \$35.42              | \$9.90 | \$21.15 | \$0.00                    | \$66.47    |
| 7    | 90      | \$39.84              | \$9.90 | \$21.15 | \$0.00                    | \$70.89    |
| 8    | 90      | \$39.84              | \$9.90 | \$21.15 | \$0.00                    | \$70.89    |

**Effective Date - 08/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 50      | \$23.29              | \$9.90 | \$21.15 | \$0.00                    | \$54.34    |
| 2    | 60      | \$27.94              | \$9.90 | \$21.15 | \$0.00                    | \$58.99    |
| 3    | 70      | \$32.60              | \$9.90 | \$21.15 | \$0.00                    | \$63.65    |
| 4    | 75      | \$34.93              | \$9.90 | \$21.15 | \$0.00                    | \$65.98    |
| 5    | 80      | \$37.26              | \$9.90 | \$21.15 | \$0.00                    | \$68.31    |
| 6    | 80      | \$37.26              | \$9.90 | \$21.15 | \$0.00                    | \$68.31    |
| 7    | 90      | \$41.91              | \$9.90 | \$21.15 | \$0.00                    | \$72.96    |
| 8    | 90      | \$41.91              | \$9.90 | \$21.15 | \$0.00                    | \$72.96    |

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

|                          |            |         |        |         |        |         |
|--------------------------|------------|---------|--------|---------|--------|---------|
| PIPEFITTER & STEAMFITTER | 09/01/2017 | \$51.44 | \$9.95 | \$18.74 | \$0.00 | \$80.13 |
| PIPEFITTERS LOCAL 537    | 09/01/2018 | \$52.94 | \$9.95 | \$18.74 | \$0.00 | \$81.63 |
|                          | 09/01/2019 | \$54.44 | \$9.95 | \$18.74 | \$0.00 | \$83.13 |
|                          | 09/01/2020 | \$55.94 | \$9.95 | \$18.74 | \$0.00 | \$84.63 |

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - PIPEFITTER - Local 537**

**Effective Date - 09/01/2017**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 40      | \$20.58              | \$9.95 | \$7.75  | \$0.00                    | \$38.28    |
| 2    | 45      | \$23.15              | \$9.95 | \$18.74 | \$0.00                    | \$51.84    |
| 3    | 60      | \$30.86              | \$9.95 | \$18.74 | \$0.00                    | \$59.55    |
| 4    | 70      | \$36.01              | \$9.95 | \$18.74 | \$0.00                    | \$64.70    |
| 5    | 80      | \$41.15              | \$9.95 | \$18.74 | \$0.00                    | \$69.84    |

**Effective Date - 09/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 40      | \$21.18              | \$9.95 | \$7.75  | \$0.00                    | \$38.88    |
| 2    | 45      | \$23.82              | \$9.95 | \$18.74 | \$0.00                    | \$52.51    |
| 3    | 60      | \$31.76              | \$9.95 | \$18.74 | \$0.00                    | \$60.45    |
| 4    | 70      | \$37.06              | \$9.95 | \$18.74 | \$0.00                    | \$65.75    |
| 5    | 80      | \$42.35              | \$9.95 | \$18.74 | \$0.00                    | \$71.04    |

**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         | 06/01/2018 | \$33.50 | \$7.70 | \$14.02 | \$0.00 | \$55.22 |
| LABORERS - ZONE 2 | 12/01/2018 | \$34.34 | \$7.70 | \$14.02 | \$0.00 | \$56.06 |
|                   | 06/01/2019 | \$35.21 | \$7.70 | \$14.02 | \$0.00 | \$56.93 |
|                   | 12/01/2019 | \$36.07 | \$7.70 | \$14.02 | \$0.00 | \$57.79 |
|                   | 06/01/2020 | \$36.96 | \$7.70 | \$14.02 | \$0.00 | \$58.68 |
|                   | 12/01/2020 | \$37.85 | \$7.70 | \$14.02 | \$0.00 | \$59.57 |
|                   | 06/01/2021 | \$38.77 | \$7.70 | \$14.02 | \$0.00 | \$60.49 |
|                   | 12/01/2021 | \$39.68 | \$7.70 | \$14.02 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"

|                                |            |         |         |         |        |         |
|--------------------------------|------------|---------|---------|---------|--------|---------|
| PLUMBERS & GASFITTERS          | 03/01/2018 | \$54.69 | \$11.57 | \$15.76 | \$0.00 | \$82.02 |
| PLUMBERS & GASFITTERS LOCAL 12 | 09/01/2018 | \$56.19 | \$11.57 | \$15.76 | \$0.00 | \$83.52 |
|                                | 03/01/2019 | \$57.69 | \$11.57 | \$15.76 | \$0.00 | \$85.02 |
|                                | 09/01/2019 | \$59.19 | \$11.57 | \$15.76 | \$0.00 | \$86.52 |
|                                | 03/01/2020 | \$60.69 | \$11.57 | \$15.76 | \$0.00 | \$88.02 |
|                                | 09/01/2020 | \$62.19 | \$11.57 | \$15.76 | \$0.00 | \$89.52 |
|                                | 03/01/2021 | \$63.69 | \$11.57 | \$15.76 | \$0.00 | \$91.02 |

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - PLUMBER/GASFITTER - Local 12**

**Effective Date - 03/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 35      | \$19.14              | \$11.57 | \$5.72  | \$0.00                    | \$36.43    |
| 2    | 40      | \$21.88              | \$11.57 | \$6.49  | \$0.00                    | \$39.94    |
| 3    | 55      | \$30.08              | \$11.57 | \$8.81  | \$0.00                    | \$50.46    |
| 4    | 65      | \$35.55              | \$11.57 | \$10.36 | \$0.00                    | \$57.48    |
| 5    | 75      | \$41.02              | \$11.57 | \$11.90 | \$0.00                    | \$64.49    |

**Effective Date - 09/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 35      | \$19.67              | \$11.57 | \$5.72  | \$0.00                    | \$36.96    |
| 2    | 40      | \$22.48              | \$11.57 | \$6.49  | \$0.00                    | \$40.54    |
| 3    | 55      | \$30.90              | \$11.57 | \$8.82  | \$0.00                    | \$51.29    |
| 4    | 65      | \$36.52              | \$11.57 | \$10.36 | \$0.00                    | \$58.45    |
| 5    | 75      | \$42.14              | \$11.57 | \$11.90 | \$0.00                    | \$65.61    |

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$61.00, Step5 with lic\$67.99

**Apprentice to Journeyworker Ratio:\*\***

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| PNEUMATIC CONTROLS (TEMP.)<br><i>PIPEFITTERS LOCAL 537</i> | 09/01/2017 | \$51.44 | \$9.95 | \$18.74 | \$0.00 | \$80.13 |
|  | 09/01/2018 | \$52.94 | \$9.95 | \$18.74 | \$0.00 | \$81.63 |
|  | 09/01/2019 | \$54.44 | \$9.95 | \$18.74 | \$0.00 | \$83.13 |
|  | 09/01/2020 | \$55.94 | \$9.95 | \$18.74 | \$0.00 | \$84.63 |

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| PNEUMATIC DRILL/TOOL OPERATOR<br><i>LABORERS - ZONE 2</i> | 06/01/2018 | \$33.50 | \$7.70 | \$14.02 | \$0.00 | \$55.22 |
|   | 12/01/2018 | \$34.34 | \$7.70 | \$14.02 | \$0.00 | \$56.06 |
|   | 06/01/2019 | \$35.21 | \$7.70 | \$14.02 | \$0.00 | \$56.93 |
|   | 12/01/2019 | \$36.07 | \$7.70 | \$14.02 | \$0.00 | \$57.79 |
|   | 06/01/2020 | \$36.96 | \$7.70 | \$14.02 | \$0.00 | \$58.68 |
|   | 12/01/2020 | \$37.85 | \$7.70 | \$14.02 | \$0.00 | \$59.57 |
|   | 06/01/2021 | \$38.77 | \$7.70 | \$14.02 | \$0.00 | \$60.49 |
|   | 12/01/2021 | \$39.68 | \$7.70 | \$14.02 | \$0.00 | \$61.40 |

For apprentice rates see "Apprentice- LABORER"

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| POWDERMAN & BLASTER<br><i>LABORERS - ZONE 2</i> | 06/01/2018 | \$34.25 | \$7.70 | \$14.02 | \$0.00 | \$55.97 |
|   | 12/01/2018 | \$35.09 | \$7.70 | \$14.02 | \$0.00 | \$56.81 |
|   | 06/01/2019 | \$35.96 | \$7.70 | \$14.02 | \$0.00 | \$57.68 |
|   | 12/01/2019 | \$36.82 | \$7.70 | \$14.02 | \$0.00 | \$58.54 |
|   | 06/01/2020 | \$37.71 | \$7.70 | \$14.02 | \$0.00 | \$59.43 |
|   | 12/01/2020 | \$38.60 | \$7.70 | \$14.02 | \$0.00 | \$60.32 |
|   | 06/01/2021 | \$39.52 | \$7.70 | \$14.02 | \$0.00 | \$61.24 |
|   | 12/01/2021 | \$40.43 | \$7.70 | \$14.02 | \$0.00 | \$62.15 |

For apprentice rates see "Apprentice- LABORER"

| Classification   | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| POWER SHOVEL/DERRICK/TRENCHING MACHINE<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018     | \$47.08   | \$11.00 | \$15.50 | \$0.00                    | \$73.58    |
|  | 12/01/2018     | \$48.23   | \$11.00 | \$15.50 | \$0.00                    | \$74.73    |
|  | 06/01/2019     | \$49.33   | \$11.00 | \$15.50 | \$0.00                    | \$75.83    |
|  | 12/01/2019     | \$50.48   | \$11.00 | \$15.50 | \$0.00                    | \$76.98    |
|  | 06/01/2020     | \$51.58   | \$11.00 | \$15.50 | \$0.00                    | \$78.08    |
|  | 12/01/2020     | \$52.73   | \$11.00 | \$15.50 | \$0.00                    | \$79.23    |
|  | 06/01/2021     | \$53.83   | \$11.00 | \$15.50 | \$0.00                    | \$80.33    |
|  | 12/01/2021     | \$54.98   | \$11.00 | \$15.50 | \$0.00                    | \$81.48    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                   |                |           |         |         |                           |            |
| PUMP OPERATOR (CONCRETE)<br><i>OPERATING ENGINEERS LOCAL 4</i>               | 06/01/2018     | \$47.08   | \$11.00 | \$15.50 | \$0.00                    | \$73.58    |
|  | 12/01/2018     | \$48.23   | \$11.00 | \$15.50 | \$0.00                    | \$74.73    |
|  | 06/01/2019     | \$49.33   | \$11.00 | \$15.50 | \$0.00                    | \$75.83    |
|  | 12/01/2019     | \$50.48   | \$11.00 | \$15.50 | \$0.00                    | \$76.98    |
|  | 06/01/2020     | \$51.58   | \$11.00 | \$15.50 | \$0.00                    | \$78.08    |
|  | 12/01/2020     | \$52.73   | \$11.00 | \$15.50 | \$0.00                    | \$79.23    |
|  | 06/01/2021     | \$53.83   | \$11.00 | \$15.50 | \$0.00                    | \$80.33    |
|  | 12/01/2021     | \$54.98   | \$11.00 | \$15.50 | \$0.00                    | \$81.48    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                   |                |           |         |         |                           |            |
| PUMP OPERATOR (DEWATERING, OTHER)<br><i>OPERATING ENGINEERS LOCAL 4</i>      | 06/01/2018     | \$31.90   | \$11.00 | \$15.50 | \$0.00                    | \$58.40    |
|  | 12/01/2018     | \$32.68   | \$11.00 | \$15.50 | \$0.00                    | \$59.18    |
|  | 06/01/2019     | \$33.43   | \$11.00 | \$15.50 | \$0.00                    | \$59.93    |
|  | 12/01/2019     | \$34.22   | \$11.00 | \$15.50 | \$0.00                    | \$60.72    |
|  | 06/01/2020     | \$34.97   | \$11.00 | \$15.50 | \$0.00                    | \$61.47    |
|  | 12/01/2020     | \$35.75   | \$11.00 | \$15.50 | \$0.00                    | \$62.25    |
|  | 06/01/2021     | \$36.50   | \$11.00 | \$15.50 | \$0.00                    | \$63.00    |
|  | 12/01/2021     | \$37.29   | \$11.00 | \$15.50 | \$0.00                    | \$63.79    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                   |                |           |         |         |                           |            |
| READY-MIX CONCRETE DRIVER<br><i>TEAMSTERS LOCAL 653</i>                      | 08/01/2008     | \$19.76   | \$7.16  | \$4.21  | \$0.00                    | \$31.13    |
| RECLAIMERS<br><i>OPERATING ENGINEERS LOCAL 4</i>                             | 06/01/2018     | \$46.61   | \$11.00 | \$15.50 | \$0.00                    | \$73.11    |
|  | 12/01/2018     | \$47.75   | \$11.00 | \$15.50 | \$0.00                    | \$74.25    |
|  | 06/01/2019     | \$48.84   | \$11.00 | \$15.50 | \$0.00                    | \$75.34    |
|  | 12/01/2019     | \$49.98   | \$11.00 | \$15.50 | \$0.00                    | \$76.48    |
|  | 06/01/2020     | \$51.06   | \$11.00 | \$15.50 | \$0.00                    | \$77.56    |
|  | 12/01/2020     | \$52.20   | \$11.00 | \$15.50 | \$0.00                    | \$78.70    |
|  | 06/01/2021     | \$53.29   | \$11.00 | \$15.50 | \$0.00                    | \$79.79    |
|  | 12/01/2021     | \$54.43   | \$11.00 | \$15.50 | \$0.00                    | \$80.93    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                   |                |           |         |         |                           |            |
| RIDE-ON MOTORIZED BUGGY OPERATOR<br><i>LABORERS - ZONE 2</i>                 | 06/01/2018     | \$33.50   | \$7.70  | \$14.02 | \$0.00                    | \$55.22    |
|  | 12/01/2018     | \$34.34   | \$7.70  | \$14.02 | \$0.00                    | \$56.06    |
|  | 06/01/2019     | \$35.21   | \$7.70  | \$14.02 | \$0.00                    | \$56.93    |
|  | 12/01/2019     | \$36.07   | \$7.70  | \$14.02 | \$0.00                    | \$57.79    |
|  | 06/01/2020     | \$36.96   | \$7.70  | \$14.02 | \$0.00                    | \$58.68    |
|  | 12/01/2020     | \$37.85   | \$7.70  | \$14.02 | \$0.00                    | \$59.57    |
|  | 06/01/2021     | \$38.77   | \$7.70  | \$14.02 | \$0.00                    | \$60.49    |
|  | 12/01/2021     | \$39.68   | \$7.70  | \$14.02 | \$0.00                    | \$61.40    |
| For apprentice rates see "Apprentice- LABORER"                               |                |           |         |         |                           |            |



| Classification   | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| ROLLER/SPREADER/MULCHING MACHINE<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018     | \$46.61   | \$11.00 | \$15.50 | \$0.00                    | \$73.11    |
|  | 12/01/2018     | \$47.75   | \$11.00 | \$15.50 | \$0.00                    | \$74.25    |
|  | 06/01/2019     | \$48.84   | \$11.00 | \$15.50 | \$0.00                    | \$75.34    |
|  | 12/01/2019     | \$49.98   | \$11.00 | \$15.50 | \$0.00                    | \$76.48    |
|  | 06/01/2020     | \$51.06   | \$11.00 | \$15.50 | \$0.00                    | \$77.56    |
|  | 12/01/2020     | \$52.20   | \$11.00 | \$15.50 | \$0.00                    | \$78.70    |
|  | 06/01/2021     | \$53.29   | \$11.00 | \$15.50 | \$0.00                    | \$79.79    |
|  | 12/01/2021     | \$54.43   | \$11.00 | \$15.50 | \$0.00                    | \$80.93    |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

|  |            |         |         |         |        |         |
|--|------------|---------|---------|---------|--------|---------|
| ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg)<br><i>ROOFERS LOCAL 33</i> | 02/01/2018 | \$42.36 | \$11.35 | \$14.80 | \$0.00 | \$68.51 |
|  | 08/01/2018 | \$43.46 | \$11.35 | \$14.80 | \$0.00 | \$69.61 |
|  | 02/01/2019 | \$44.61 | \$11.35 | \$14.80 | \$0.00 | \$70.76 |

**Apprentice - ROOFER - Local 33**

**Effective Date - 02/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$21.18              | \$11.35 | \$3.44  | \$0.00                    | \$35.97    |
| 2    | 60      | \$25.42              | \$11.35 | \$14.80 | \$0.00                    | \$51.57    |
| 3    | 65      | \$27.53              | \$11.35 | \$14.80 | \$0.00                    | \$53.68    |
| 4    | 75      | \$31.77              | \$11.35 | \$14.80 | \$0.00                    | \$57.92    |
| 5    | 85      | \$36.01              | \$11.35 | \$14.80 | \$0.00                    | \$62.16    |

**Effective Date - 08/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$21.73              | \$11.35 | \$3.44  | \$0.00                    | \$36.52    |
| 2    | 60      | \$26.08              | \$11.35 | \$14.80 | \$0.00                    | \$52.23    |
| 3    | 65      | \$28.25              | \$11.35 | \$14.80 | \$0.00                    | \$54.40    |
| 4    | 75      | \$32.60              | \$11.35 | \$14.80 | \$0.00                    | \$58.75    |
| 5    | 85      | \$36.94              | \$11.35 | \$14.80 | \$0.00                    | \$63.09    |

**Notes:** \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.  
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

**Apprentice to Journeyworker Ratio:\*\***

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| ROOFER SLATE / TILE / PRECAST CONCRETE<br><i>ROOFERS LOCAL 33</i> | 02/01/2018 | \$42.61 | \$11.35 | \$14.80 | \$0.00 | \$68.76 |
|   | 08/01/2018 | \$43.71 | \$11.35 | \$14.80 | \$0.00 | \$69.86 |
|   | 02/01/2019 | \$44.86 | \$11.35 | \$14.80 | \$0.00 | \$71.01 |

For apprentice rates see "Apprentice- ROOFER"

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| SHEETMETAL WORKER<br><i>SHEETMETAL WORKERS LOCAL 17 - A</i> | 02/01/2018 | \$44.11 | \$12.20 | \$24.12 | \$2.41 | \$82.84 |
|---|------------|---------|---------|---------|--------|---------|

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - SHEET METAL WORKER - Local 17-A**

**Effective Date - 02/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 40      | \$17.64              | \$12.20 | \$5.61  | \$0.00                    | \$35.45    |
| 2    | 40      | \$17.64              | \$12.20 | \$5.61  | \$0.00                    | \$35.45    |
| 3    | 45      | \$19.85              | \$12.20 | \$10.85 | \$1.29                    | \$44.19    |
| 4    | 45      | \$19.85              | \$12.20 | \$10.85 | \$1.29                    | \$44.19    |
| 5    | 50      | \$22.06              | \$12.20 | \$11.80 | \$1.38                    | \$47.44    |
| 6    | 50      | \$22.06              | \$12.20 | \$12.05 | \$1.39                    | \$47.70    |
| 7    | 60      | \$26.47              | \$12.20 | \$13.70 | \$1.57                    | \$53.94    |
| 8    | 65      | \$28.67              | \$12.20 | \$14.65 | \$1.67                    | \$57.19    |
| 9    | 75      | \$33.08              | \$12.20 | \$16.56 | \$1.86                    | \$63.70    |
| 10   | 85      | \$37.49              | \$12.20 | \$17.96 | \$2.03                    | \$69.68    |

**Notes:**  
Steps are 6 mos.

**Apprentice to Journeyworker Ratio:1:4**

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

**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<br>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/01/2016 | \$32.44 | \$10.91 | \$10.89 | \$0.00 | \$54.24 |
|---|------------|---------|---------|---------|--------|---------|

|   |            |         |         |         |        |         |
|---|------------|---------|---------|---------|--------|---------|
| SPECIALIZED EARTH MOVING EQUIP > 35 TONS<br>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/01/2016 | \$32.73 | \$10.91 | \$10.89 | \$0.00 | \$54.53 |
|---|------------|---------|---------|---------|--------|---------|

| Classification  | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|--------|---------|---------------------------|------------|
| SPRINKLER FITTER<br><i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i> | 03/01/2018     | \$57.78   | \$9.12 | \$18.15 | \$0.00                    | \$85.05    |
|   | 10/01/2018     | \$59.28   | \$9.12 | \$18.15 | \$0.00                    | \$86.55    |
|   | 01/01/2019     | \$59.28   | \$9.47 | \$18.35 | \$0.00                    | \$87.10    |
|   | 03/01/2019     | \$60.78   | \$9.47 | \$18.35 | \$0.00                    | \$88.60    |
|   | 10/01/2019     | \$62.28   | \$9.47 | \$18.35 | \$0.00                    | \$90.10    |
|   | 03/01/2020     | \$63.78   | \$9.47 | \$18.35 | \$0.00                    | \$91.60    |
|   | 10/01/2020     | \$65.28   | \$9.47 | \$18.35 | \$0.00                    | \$93.10    |
|   | 03/01/2021     | \$66.78   | \$9.47 | \$18.35 | \$0.00                    | \$94.60    |

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

**Effective Date - 03/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 35      | \$20.22              | \$9.12 | \$8.90  | \$0.00                    | \$38.24    |
| 2    | 40      | \$23.11              | \$9.12 | \$8.90  | \$0.00                    | \$41.13    |
| 3    | 45      | \$26.00              | \$9.12 | \$8.90  | \$0.00                    | \$44.02    |
| 4    | 50      | \$28.89              | \$9.12 | \$8.90  | \$0.00                    | \$46.91    |
| 5    | 55      | \$31.78              | \$9.12 | \$8.90  | \$0.00                    | \$49.80    |
| 6    | 60      | \$34.67              | \$9.12 | \$10.40 | \$0.00                    | \$54.19    |
| 7    | 65      | \$37.56              | \$9.12 | \$10.40 | \$0.00                    | \$57.08    |
| 8    | 70      | \$40.45              | \$9.12 | \$10.40 | \$0.00                    | \$59.97    |
| 9    | 75      | \$43.34              | \$9.12 | \$10.40 | \$0.00                    | \$62.86    |
| 10   | 80      | \$46.22              | \$9.12 | \$10.40 | \$0.00                    | \$65.74    |

**Effective Date - 10/01/2018**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 35      | \$20.75              | \$9.12 | \$8.90  | \$0.00                    | \$38.77    |
| 2    | 40      | \$23.71              | \$9.12 | \$8.90  | \$0.00                    | \$41.73    |
| 3    | 45      | \$26.68              | \$9.12 | \$8.90  | \$0.00                    | \$44.70    |
| 4    | 50      | \$29.64              | \$9.12 | \$8.90  | \$0.00                    | \$47.66    |
| 5    | 55      | \$32.60              | \$9.12 | \$8.90  | \$0.00                    | \$50.62    |
| 6    | 60      | \$35.57              | \$9.12 | \$10.40 | \$0.00                    | \$55.09    |
| 7    | 65      | \$38.53              | \$9.12 | \$10.40 | \$0.00                    | \$58.05    |
| 8    | 70      | \$41.50              | \$9.12 | \$10.40 | \$0.00                    | \$61.02    |
| 9    | 75      | \$44.46              | \$9.12 | \$10.40 | \$0.00                    | \$63.98    |
| 10   | 80      | \$47.42              | \$9.12 | \$10.40 | \$0.00                    | \$66.94    |

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**

| <b>Classification</b>  | <b>Effective Date</b> | <b>Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Supplemental<br/>Unemployment</b> | <b>Total Rate</b> |
|--|-----------------------|------------------|---------------|----------------|--------------------------------------|-------------------|
| STEAM BOILER OPERATOR<br><i>OPERATING ENGINEERS LOCAL 4</i>                    | 06/01/2018            | \$46.61          | \$11.00       | \$15.50        | \$0.00                               | \$73.11           |
|  | 12/01/2018            | \$47.75          | \$11.00       | \$15.50        | \$0.00                               | \$74.25           |
|  | 06/01/2019            | \$48.84          | \$11.00       | \$15.50        | \$0.00                               | \$75.34           |
|  | 12/01/2019            | \$49.98          | \$11.00       | \$15.50        | \$0.00                               | \$76.48           |
|  | 06/01/2020            | \$51.06          | \$11.00       | \$15.50        | \$0.00                               | \$77.56           |
|  | 12/01/2020            | \$52.20          | \$11.00       | \$15.50        | \$0.00                               | \$78.70           |
|  | 06/01/2021            | \$53.29          | \$11.00       | \$15.50        | \$0.00                               | \$79.79           |
|  | 12/01/2021            | \$54.43          | \$11.00       | \$15.50        | \$0.00                               | \$80.93           |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                     |                       |                  |               |                |                                      |                   |
| TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN<br><i>OPERATING ENGINEERS LOCAL 4</i> | 06/01/2018            | \$46.61          | \$11.00       | \$15.50        | \$0.00                               | \$73.11           |
|  | 12/01/2018            | \$47.75          | \$11.00       | \$15.50        | \$0.00                               | \$74.25           |
|  | 06/01/2019            | \$48.84          | \$11.00       | \$15.50        | \$0.00                               | \$75.34           |
|  | 12/01/2019            | \$49.98          | \$11.00       | \$15.50        | \$0.00                               | \$76.48           |
|  | 06/01/2020            | \$51.06          | \$11.00       | \$15.50        | \$0.00                               | \$77.56           |
|  | 12/01/2020            | \$52.20          | \$11.00       | \$15.50        | \$0.00                               | \$78.70           |
|  | 06/01/2021            | \$53.29          | \$11.00       | \$15.50        | \$0.00                               | \$79.79           |
|  | 12/01/2021            | \$54.43          | \$11.00       | \$15.50        | \$0.00                               | \$80.93           |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                     |                       |                  |               |                |                                      |                   |
| TELECOMMUNICATION TECHNICIAN<br><i>ELECTRICIANS LOCAL 103</i>                  | 03/01/2018            | \$37.61          | \$13.00       | \$15.93        | \$0.00                               | \$66.54           |
|  | 09/01/2018            | \$38.51          | \$13.00       | \$15.96        | \$0.00                               | \$67.47           |
|  | 03/01/2019            | \$39.40          | \$13.00       | \$15.98        | \$0.00                               | \$68.38           |

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 03/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 40      | \$15.04              | \$13.00 | \$0.45  | \$0.00                    | \$28.49    |
| 2    | 40      | \$15.04              | \$13.00 | \$0.45  | \$0.00                    | \$28.49    |
| 3    | 45      | \$16.92              | \$13.00 | \$12.74 | \$0.00                    | \$42.66    |
| 4    | 45      | \$16.92              | \$13.00 | \$12.74 | \$0.00                    | \$42.66    |
| 5    | 50      | \$18.81              | \$13.00 | \$13.03 | \$0.00                    | \$44.84    |
| 6    | 55      | \$20.69              | \$13.00 | \$13.32 | \$0.00                    | \$47.01    |
| 7    | 60      | \$22.57              | \$13.00 | \$13.61 | \$0.00                    | \$49.18    |
| 8    | 65      | \$24.45              | \$13.00 | \$13.90 | \$0.00                    | \$51.35    |
| 9    | 70      | \$26.33              | \$13.00 | \$14.19 | \$0.00                    | \$53.52    |
| 10   | 75      | \$28.21              | \$13.00 | \$14.48 | \$0.00                    | \$55.69    |

**Effective Date - 09/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 40      | \$15.40              | \$13.00 | \$0.46  | \$0.00                    | \$28.86    |
| 2    | 40      | \$15.40              | \$13.00 | \$0.46  | \$0.00                    | \$28.86    |
| 3    | 45      | \$17.33              | \$13.00 | \$12.75 | \$0.00                    | \$43.08    |
| 4    | 45      | \$17.33              | \$13.00 | \$12.75 | \$0.00                    | \$43.08    |
| 5    | 50      | \$19.26              | \$13.00 | \$13.05 | \$0.00                    | \$45.31    |
| 6    | 55      | \$21.18              | \$13.00 | \$13.34 | \$0.00                    | \$47.52    |
| 7    | 60      | \$23.11              | \$13.00 | \$13.62 | \$0.00                    | \$49.73    |
| 8    | 65      | \$25.03              | \$13.00 | \$13.92 | \$0.00                    | \$51.95    |
| 9    | 70      | \$26.96              | \$13.00 | \$14.21 | \$0.00                    | \$54.17    |
| 10   | 75      | \$28.88              | \$13.00 | \$14.50 | \$0.00                    | \$56.38    |

**Notes:**

**Apprentice to Journeyworker Ratio:1:1**

|                                     |            |         |         |         |        |         |
|-------------------------------------|------------|---------|---------|---------|--------|---------|
| TERRAZZO FINISHERS                  | 02/01/2018 | \$51.00 | \$10.75 | \$20.03 | \$0.00 | \$81.78 |
| BRICKLAYERS LOCAL 3 - MARBLE & TILE | 08/01/2018 | \$51.85 | \$10.75 | \$20.66 | \$0.00 | \$83.26 |
|                                     | 02/01/2019 | \$52.49 | \$10.75 | \$20.66 | \$0.00 | \$83.90 |
|                                     | 08/01/2019 | \$53.84 | \$10.75 | \$20.80 | \$0.00 | \$85.39 |
|                                     | 02/01/2020 | \$54.48 | \$10.75 | \$20.80 | \$0.00 | \$86.03 |
|                                     | 08/01/2020 | \$55.83 | \$10.75 | \$20.95 | \$0.00 | \$87.53 |
|                                     | 02/01/2021 | \$56.47 | \$10.75 | \$20.95 | \$0.00 | \$88.17 |
|                                     | 08/01/2021 | \$57.87 | \$10.75 | \$21.11 | \$0.00 | \$89.73 |
|                                     | 02/01/2022 | \$58.46 | \$10.75 | \$21.11 | \$0.00 | \$90.32 |

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 02/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$25.50              | \$10.75 | \$20.03 | \$0.00                    | \$56.28    |
| 2    | 60      | \$30.60              | \$10.75 | \$20.03 | \$0.00                    | \$61.38    |
| 3    | 70      | \$35.70              | \$10.75 | \$20.03 | \$0.00                    | \$66.48    |
| 4    | 80      | \$40.80              | \$10.75 | \$20.03 | \$0.00                    | \$71.58    |
| 5    | 90      | \$45.90              | \$10.75 | \$20.03 | \$0.00                    | \$76.68    |

**Effective Date - 08/01/2018**

| Step | percent | Apprentice Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1    | 50      | \$25.93              | \$10.75 | \$20.03 | \$0.00                    | \$56.71    |
| 2    | 60      | \$31.11              | \$10.75 | \$20.03 | \$0.00                    | \$61.89    |
| 3    | 70      | \$36.30              | \$10.75 | \$20.03 | \$0.00                    | \$67.08    |
| 4    | 80      | \$41.48              | \$10.75 | \$20.03 | \$0.00                    | \$72.26    |
| 5    | 90      | \$46.67              | \$10.75 | \$20.03 | \$0.00                    | \$77.45    |

**Notes:**

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**Apprentice to Journeyworker Ratio:1:3**

|  |            |         |        |         |        |         |
|--|------------|---------|--------|---------|--------|---------|
| TEST BORING DRILLER<br><i>LABORERS - FOUNDATION AND MARINE</i> | 06/01/2018 | \$39.35 | \$7.70 | \$15.40 | \$0.00 | \$62.45 |
|  | 12/01/2018 | \$40.30 | \$7.70 | \$15.40 | \$0.00 | \$63.40 |
|  | 06/01/2019 | \$41.30 | \$7.70 | \$15.40 | \$0.00 | \$64.40 |
|  | 12/01/2019 | \$42.30 | \$7.70 | \$15.40 | \$0.00 | \$65.40 |
|  | 06/01/2020 | \$43.29 | \$7.70 | \$15.40 | \$0.00 | \$66.39 |
|  | 12/01/2020 | \$44.27 | \$7.70 | \$15.40 | \$0.00 | \$67.37 |
|  | 06/01/2021 | \$45.29 | \$7.70 | \$15.40 | \$0.00 | \$68.39 |
|  | 12/01/2021 | \$46.30 | \$7.70 | \$15.40 | \$0.00 | \$69.40 |

For apprentice rates see "Apprentice- LABORER"

|   |            |         |        |         |        |         |
|---|------------|---------|--------|---------|--------|---------|
| TEST BORING DRILLER HELPER<br><i>LABORERS - FOUNDATION AND MARINE</i> | 06/01/2018 | \$38.07 | \$7.70 | \$15.40 | \$0.00 | \$61.17 |
|   | 12/01/2018 | \$39.02 | \$7.70 | \$15.40 | \$0.00 | \$62.12 |
|   | 06/01/2019 | \$40.02 | \$7.70 | \$15.40 | \$0.00 | \$63.12 |
|   | 12/01/2019 | \$41.02 | \$7.70 | \$15.40 | \$0.00 | \$64.12 |
|   | 06/01/2020 | \$42.01 | \$7.70 | \$15.40 | \$0.00 | \$65.11 |
|   | 12/01/2020 | \$42.99 | \$7.70 | \$15.40 | \$0.00 | \$66.09 |
|   | 06/01/2021 | \$44.01 | \$7.70 | \$15.40 | \$0.00 | \$67.11 |
|   | 12/01/2021 | \$45.02 | \$7.70 | \$15.40 | \$0.00 | \$68.12 |

For apprentice rates see "Apprentice- LABORER"

| Classification  | Effective Date | Base Wage | Health  | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| TEST BORING LABORER<br><i>LABORERS - FOUNDATION AND MARINE</i>                      | 06/01/2018     | \$37.95   | \$7.70  | \$15.40 | \$0.00                    | \$61.05    |
|   | 12/01/2018     | \$38.90   | \$7.70  | \$15.40 | \$0.00                    | \$62.00    |
|   | 06/01/2019     | \$39.90   | \$7.70  | \$15.40 | \$0.00                    | \$63.00    |
|   | 12/01/2019     | \$40.90   | \$7.70  | \$15.40 | \$0.00                    | \$64.00    |
|   | 06/01/2020     | \$41.89   | \$7.70  | \$15.40 | \$0.00                    | \$64.99    |
|   | 12/01/2020     | \$42.87   | \$7.70  | \$15.40 | \$0.00                    | \$65.97    |
|   | 06/01/2021     | \$43.89   | \$7.70  | \$15.40 | \$0.00                    | \$66.99    |
|   | 12/01/2021     | \$44.90   | \$7.70  | \$15.40 | \$0.00                    | \$68.00    |
| For apprentice rates see "Apprentice- LABORER"                                      |                |           |         |         |                           |            |
| TRACTORS/PORTABLE STEAM GENERATORS<br><i>OPERATING ENGINEERS LOCAL 4</i>            | 06/01/2018     | \$46.61   | \$11.00 | \$15.50 | \$0.00                    | \$73.11    |
|   | 12/01/2018     | \$47.75   | \$11.00 | \$15.50 | \$0.00                    | \$74.25    |
|   | 06/01/2019     | \$48.84   | \$11.00 | \$15.50 | \$0.00                    | \$75.34    |
|   | 12/01/2019     | \$49.98   | \$11.00 | \$15.50 | \$0.00                    | \$76.48    |
|   | 06/01/2020     | \$51.06   | \$11.00 | \$15.50 | \$0.00                    | \$77.56    |
|   | 12/01/2020     | \$52.20   | \$11.00 | \$15.50 | \$0.00                    | \$78.70    |
|   | 06/01/2021     | \$53.29   | \$11.00 | \$15.50 | \$0.00                    | \$79.79    |
|   | 12/01/2021     | \$54.43   | \$11.00 | \$15.50 | \$0.00                    | \$80.93    |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                          |                |           |         |         |                           |            |
| TRAILERS FOR EARTH MOVING EQUIPMENT<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2016     | \$33.02   | \$10.91 | \$10.89 | \$0.00                    | \$54.82    |
| TUNNEL WORK - COMPRESSED AIR<br><i>LABORERS (COMPRESSED AIR)</i>                    | 06/01/2018     | \$50.23   | \$7.70  | \$15.80 | \$0.00                    | \$73.73    |
|   | 12/01/2018     | \$51.18   | \$7.70  | \$15.80 | \$0.00                    | \$74.68    |
|   | 06/01/2019     | \$52.18   | \$7.70  | \$15.80 | \$0.00                    | \$75.68    |
|   | 12/01/2019     | \$53.18   | \$7.70  | \$15.80 | \$0.00                    | \$76.68    |
|   | 06/01/2020     | \$54.17   | \$7.70  | \$15.80 | \$0.00                    | \$77.67    |
|   | 12/01/2020     | \$55.15   | \$7.70  | \$15.80 | \$0.00                    | \$78.65    |
|   | 06/01/2021     | \$56.17   | \$7.70  | \$15.80 | \$0.00                    | \$79.67    |
|   | 12/01/2021     | \$57.18   | \$7.70  | \$15.80 | \$0.00                    | \$80.68    |
| For apprentice rates see "Apprentice- LABORER"                                      |                |           |         |         |                           |            |
| TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)<br><i>LABORERS (COMPRESSED AIR)</i>       | 06/01/2018     | \$52.23   | \$7.70  | \$15.80 | \$0.00                    | \$75.73    |
|   | 12/01/2018     | \$53.18   | \$7.70  | \$15.80 | \$0.00                    | \$76.68    |
|   | 06/01/2019     | \$54.18   | \$7.70  | \$15.80 | \$0.00                    | \$77.68    |
|   | 12/01/2019     | \$55.18   | \$7.70  | \$15.80 | \$0.00                    | \$78.68    |
|   | 06/01/2020     | \$56.17   | \$7.70  | \$15.80 | \$0.00                    | \$79.67    |
|   | 12/01/2020     | \$57.15   | \$7.70  | \$15.80 | \$0.00                    | \$80.65    |
|   | 06/01/2021     | \$58.17   | \$7.70  | \$15.80 | \$0.00                    | \$81.67    |
|   | 12/01/2021     | \$59.18   | \$7.70  | \$15.80 | \$0.00                    | \$82.68    |
| For apprentice rates see "Apprentice- LABORER"                                      |                |           |         |         |                           |            |
| TUNNEL WORK - FREE AIR<br><i>LABORERS (FREE AIR TUNNEL)</i>                         | 06/01/2018     | \$42.30   | \$7.70  | \$15.80 | \$0.00                    | \$65.80    |
|   | 12/01/2018     | \$43.25   | \$7.70  | \$15.80 | \$0.00                    | \$66.75    |
|   | 06/01/2019     | \$44.25   | \$7.70  | \$15.80 | \$0.00                    | \$67.75    |
|   | 12/01/2019     | \$45.25   | \$7.70  | \$15.80 | \$0.00                    | \$68.75    |
|   | 06/01/2020     | \$46.24   | \$7.70  | \$15.80 | \$0.00                    | \$69.74    |
|   | 12/01/2020     | \$47.22   | \$7.70  | \$15.80 | \$0.00                    | \$70.72    |
|   | 06/01/2021     | \$48.24   | \$7.70  | \$15.80 | \$0.00                    | \$71.74    |
|   | 12/01/2021     | \$49.25   | \$7.70  | \$15.80 | \$0.00                    | \$72.75    |
| For apprentice rates see "Apprentice- LABORER"                                      |                |           |         |         |                           |            |

| <b>Classification</b>   | <b>Effective Date</b>  | <b>Base Wage</b> | <b>Health</b> | <b>Pension</b> | <b>Supplemental Unemployment</b> | <b>Total Rate</b> |
|---|--|------------------|---------------|----------------|----------------------------------|-------------------|
| TUNNEL WORK - FREE AIR (HAZ. WASTE)<br><i>LABORERS (FREE AIR TUNNEL)</i>                    | 06/01/2018   | \$44.30          | \$7.70        | \$15.80        | \$0.00                           | \$67.80           |
|   | 12/01/2018   | \$45.25          | \$7.70        | \$15.80        | \$0.00                           | \$68.75           |
|   | 06/01/2019   | \$46.25          | \$7.70        | \$15.80        | \$0.00                           | \$69.75           |
|   | 12/01/2019   | \$47.25          | \$7.70        | \$15.80        | \$0.00                           | \$70.75           |
|   | 06/01/2020   | \$48.24          | \$7.70        | \$15.80        | \$0.00                           | \$71.74           |
|   | 12/01/2020   | \$49.22          | \$7.70        | \$15.80        | \$0.00                           | \$72.72           |
|   | 06/01/2021   | \$50.24          | \$7.70        | \$15.80        | \$0.00                           | \$73.74           |
|   | 12/01/2021   | \$51.25          | \$7.70        | \$15.80        | \$0.00                           | \$74.75           |
| For apprentice rates see "Apprentice- LABORER"  |  |                  |               |                |                                  |                   |
| VAC-HAUL<br><i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>                                    | 12/01/2016   | \$32.44          | \$10.91       | \$10.89        | \$0.00                           | \$54.24           |
| WAGON DRILL OPERATOR<br><i>LABORERS - ZONE 2</i>  | 06/01/2018   | \$33.50          | \$7.70        | \$14.02        | \$0.00                           | \$55.22           |
|   | 12/01/2018   | \$34.34          | \$7.70        | \$14.02        | \$0.00                           | \$56.06           |
|   | 06/01/2019   | \$35.21          | \$7.70        | \$14.02        | \$0.00                           | \$56.93           |
|   | 12/01/2019   | \$36.07          | \$7.70        | \$14.02        | \$0.00                           | \$57.79           |
|   | 06/01/2020   | \$36.96          | \$7.70        | \$14.02        | \$0.00                           | \$58.68           |
|   | 12/01/2020   | \$37.85          | \$7.70        | \$14.02        | \$0.00                           | \$59.57           |
|   | 06/01/2021   | \$38.77          | \$7.70        | \$14.02        | \$0.00                           | \$60.49           |
|   | 12/01/2021   | \$39.68          | \$7.70        | \$14.02        | \$0.00                           | \$61.40           |
| For apprentice rates see "Apprentice- LABORER"  |  |                  |               |                |                                  |                   |
| WASTE WATER PUMP OPERATOR<br><i>OPERATING ENGINEERS LOCAL 4</i>                             | 06/01/2018   | \$47.08          | \$11.00       | \$15.50        | \$0.00                           | \$73.58           |
|   | 12/01/2018   | \$48.23          | \$11.00       | \$15.50        | \$0.00                           | \$74.73           |
|   | 06/01/2019   | \$49.33          | \$11.00       | \$15.50        | \$0.00                           | \$75.83           |
|   | 12/01/2019   | \$50.48          | \$11.00       | \$15.50        | \$0.00                           | \$76.98           |
|   | 06/01/2020   | \$51.58          | \$11.00       | \$15.50        | \$0.00                           | \$78.08           |
|   | 12/01/2020   | \$52.73          | \$11.00       | \$15.50        | \$0.00                           | \$79.23           |
|   | 06/01/2021   | \$53.83          | \$11.00       | \$15.50        | \$0.00                           | \$80.33           |
|   | 12/01/2021   | \$54.98          | \$11.00       | \$15.50        | \$0.00                           | \$81.48           |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS"                                  |  |                  |               |                |                                  |                   |
| WATER METER INSTALLER<br><i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>                          | 03/01/2018   | \$54.69          | \$11.57       | \$15.76        | \$0.00                           | \$82.02           |
|   | 09/01/2018   | \$56.19          | \$11.57       | \$15.76        | \$0.00                           | \$83.52           |
|   | 03/01/2019   | \$57.69          | \$11.57       | \$15.76        | \$0.00                           | \$85.02           |
|   | 09/01/2019   | \$59.19          | \$11.57       | \$15.76        | \$0.00                           | \$86.52           |
|   | 03/01/2020   | \$60.69          | \$11.57       | \$15.76        | \$0.00                           | \$88.02           |
|   | 09/01/2020   | \$62.19          | \$11.57       | \$15.76        | \$0.00                           | \$89.52           |
|   | 03/01/2021   | \$63.69          | \$11.57       | \$15.76        | \$0.00                           | \$91.02           |
|   | For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER" |                  |               |                |                                  |                   |
| <b>Outside Electrical - East</b>  |  |                  |               |                |                                  |                   |
| CABLE TECHNICIAN (Power Zone)<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>         | 09/03/2017   | \$27.14          | \$7.75        | \$1.81         | \$0.00                           | \$36.70           |
| For apprentice rates see "Apprentice- LINEMAN"  |  |                  |               |                |                                  |                   |
| CABLEMAN (Underground Ducts & Cables)<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i> | 09/03/2017   | \$38.45          | \$7.75        | \$9.53         | \$0.00                           | \$55.73           |
| For apprentice rates see "Apprentice- LINEMAN"  |  |                  |               |                |                                  |                   |
| DRIVER / GROUNDMAN CDL<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>                | 09/03/2017   | \$31.66          | \$7.75        | \$9.44         | \$0.00                           | \$48.85           |
| For apprentice rates see "Apprentice- LINEMAN"  |  |                  |               |                |                                  |                   |



| Classification  | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|--------|---------|---------------------------|------------|
| DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i> | 09/03/2017     | \$24.88   | \$7.75 | \$1.75  | \$0.00                    | \$34.38    |
| For apprentice rates see "Apprentice- LINEMAN"  |                |           |        |         |                           |            |
| EQUIPMENT OPERATOR (Class A CDL)<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>              | 09/03/2017     | \$38.45   | \$7.75 | \$13.61 | \$0.00                    | \$59.81    |
| For apprentice rates see "Apprentice- LINEMAN"  |                |           |        |         |                           |            |
| EQUIPMENT OPERATOR (Class B CDL)<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>              | 09/03/2017     | \$33.92   | \$7.75 | \$10.21 | \$0.00                    | \$51.88    |
| For apprentice rates see "Apprentice- LINEMAN"  |                |           |        |         |                           |            |
| GROUNDMAN<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>                                     | 09/03/2017     | \$24.88   | \$7.75 | \$1.75  | \$0.00                    | \$34.38    |
| For apprentice rates see "Apprentice- LINEMAN"  |                |           |        |         |                           |            |
| GROUNDMAN -Inexperienced (<2000 Hrs.)<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>         | 09/03/2017     | \$20.35   | \$7.75 | \$1.61  | \$0.00                    | \$29.71    |
| For apprentice rates see "Apprentice- LINEMAN"  |                |           |        |         |                           |            |
| JOURNEYMAN LINEMAN<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>                            | 09/03/2017     | \$45.23   | \$7.75 | \$16.61 | \$0.00                    | \$69.59    |

**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

**Effective Date - 09/03/2017**

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1    | 60      | \$27.14              | \$7.75 | \$3.31  | \$0.00                    | \$38.20    |
| 2    | 65      | \$29.40              | \$7.75 | \$3.38  | \$0.00                    | \$40.53    |
| 3    | 70      | \$31.66              | \$7.75 | \$3.45  | \$0.00                    | \$42.86    |
| 4    | 75      | \$33.92              | \$7.75 | \$5.02  | \$0.00                    | \$46.69    |
| 5    | 80      | \$36.18              | \$7.75 | \$5.09  | \$0.00                    | \$49.02    |
| 6    | 85      | \$38.45              | \$7.75 | \$5.15  | \$0.00                    | \$51.35    |
| 7    | 90      | \$40.71              | \$7.75 | \$7.22  | \$0.00                    | \$55.68    |

**Notes:**

**Apprentice to Journeyworker Ratio:1:2**

|   |            |         |        |        |        |         |
|---|------------|---------|--------|--------|--------|---------|
| TELEDATA CABLE SPLICER<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>  | 02/05/2018 | \$29.98 | \$4.70 | \$3.15 | \$0.00 | \$37.83 |
|   | 02/04/2019 | \$30.73 | \$4.70 | \$3.17 | \$0.00 | \$38.60 |
| TELEDATA LINEMAN/EQUIPMENT OPERATOR<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>   | 05/05/2018 | \$28.22 | \$4.70 | \$3.10 | \$0.00 | \$36.02 |
|   | 02/04/2019 | \$28.93 | \$4.70 | \$3.14 | \$0.00 | \$36.77 |
| TELEDATA WIREMAN/INSTALLER/TECHNICIAN<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>   | 02/05/2018 | \$28.22 | \$4.70 | \$3.10 | \$0.00 | \$36.02 |
|   | 02/04/2019 | \$28.93 | \$4.70 | \$3.14 | \$0.00 | \$36.77 |
| TREE TRIMMER<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>  | 01/31/2016 | \$18.51 | \$3.55 | \$0.00 | \$0.00 | \$22.06 |
| This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal. |            |         |        |        |        |         |
| TREE TRIMMER GROUNDMAN<br><i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>  | 01/31/2016 | \$16.32 | \$3.55 | \$0.00 | \$0.00 | \$19.87 |
| This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.     |            |         |        |        |        |         |

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.

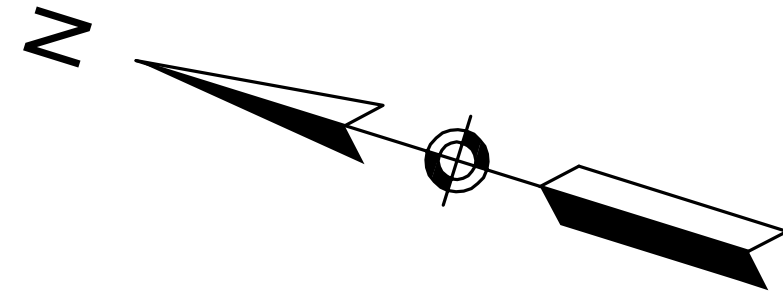
\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

**APPENDIX B**

**PAVEMENT CORES**



**APPENDIX C**  
**PLAN SHEETS**



N/F  
PARKS THOMAS L & YVETTE L  
2 BEACON RD - MILTON, NH  
ASSESS. MAP 12 - PARCEL ID: 12-035  
DEED BK 555 / PAGE 103

LIMIT OF WORK  
STA 10+25  
N2936760.5486  
E822411.6876

Y STREET

NANTASKET AVE

W STREET

V STREET

V STREET

CADISH AVENUE

8' CEM CONC SIDEWALK

5' BIKE LANE

11' TRAVEL LANE

GRAN CURB (TYP)

CEM CONC WALK

CEM CONC WCR (TYP)

N/F  
HULL TOWN OF  
0 NANTASKET AVE - HULL, MA  
ASSESS. MAP 12 - PARCEL ID: 12-111  
DEED BK / PAGE

REMOVE TREE

CEM CONC WALK

CEM CONC WALK

REMOVE TREES

DYL

PC +77.90

PT +95.46

DDYLEX

SWLEX

SWL

SWLEX

SWL

SWLEX

SWL

SWLEX

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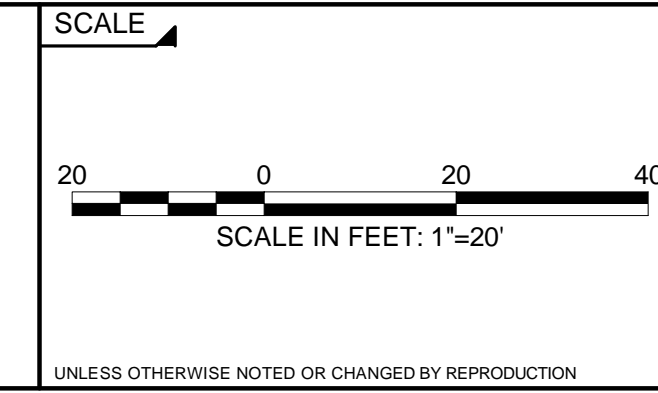
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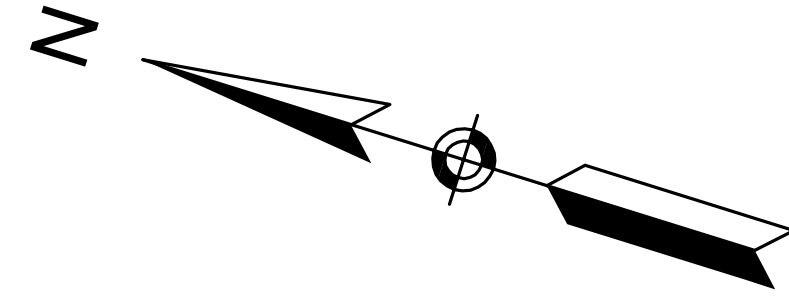


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TOWN OF HULL, MA**

BETA JOB NO. 5273  
ISSUE DATE 5/23/2018 4:10 PM  
SHEET NO. **1 OF 6**



V STREET

U STREET

T STREET

S STREET

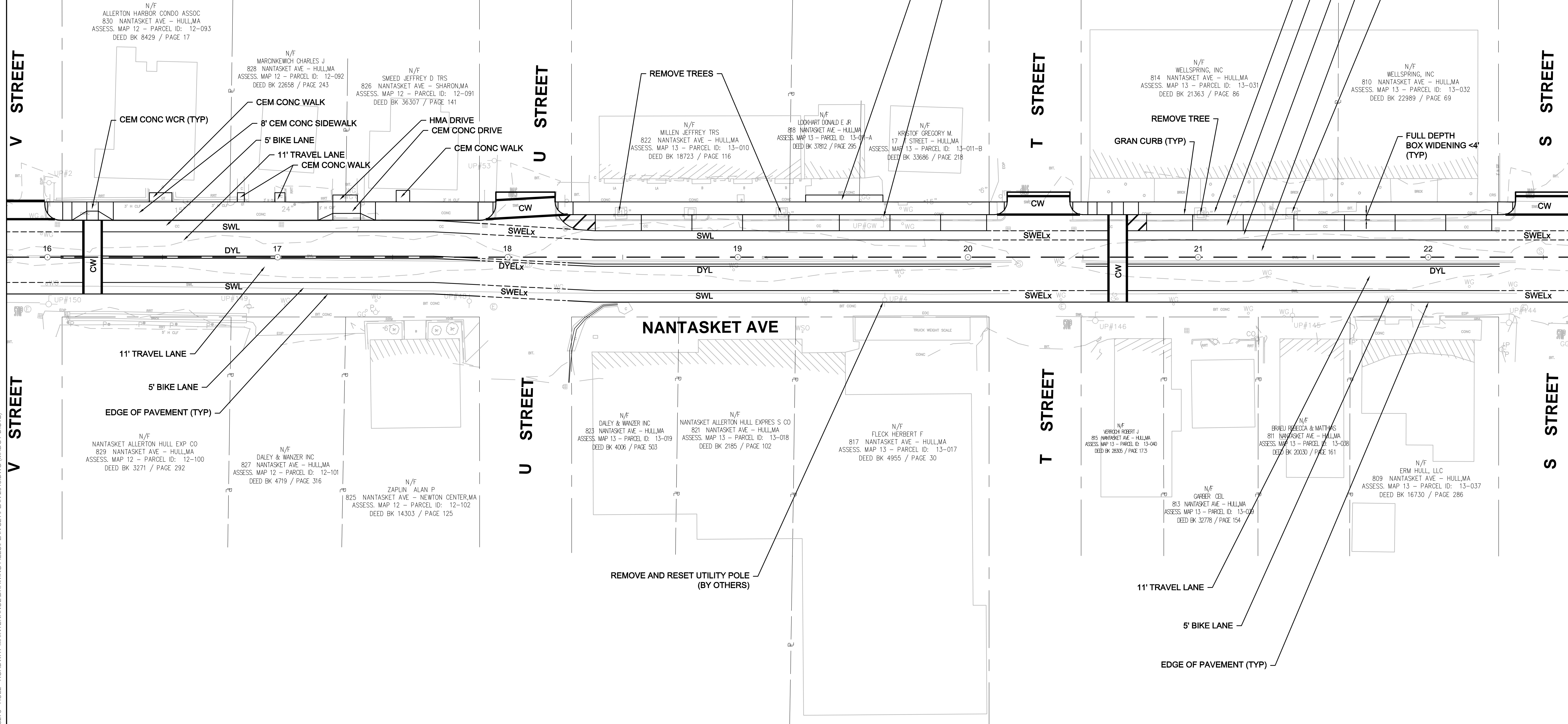
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NANTASKET AVE



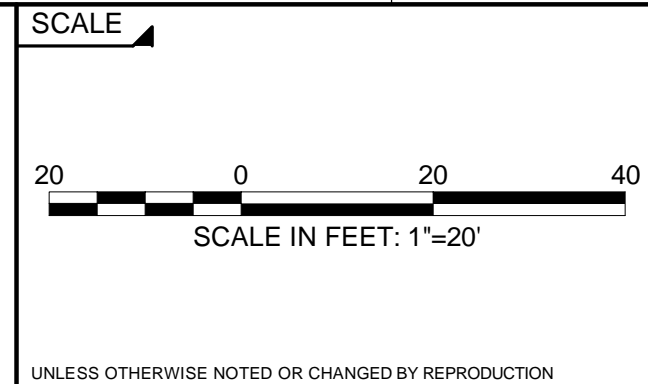
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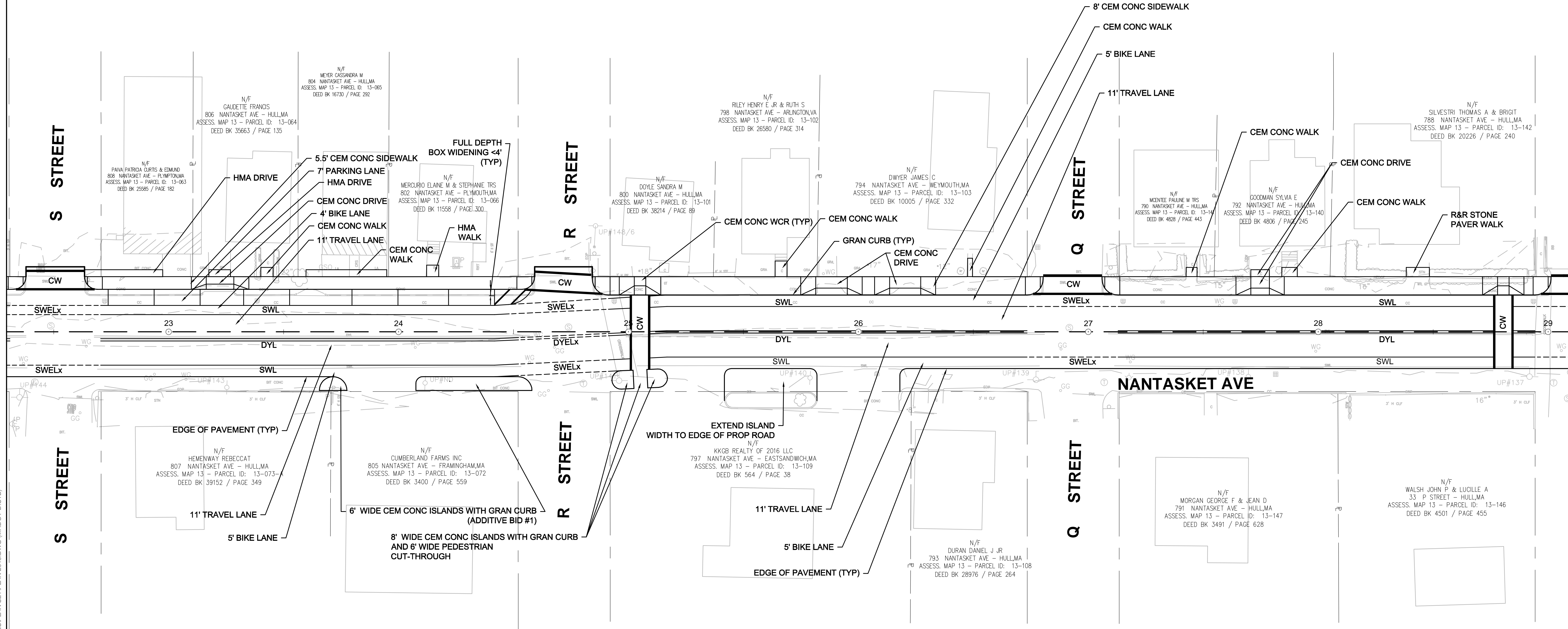
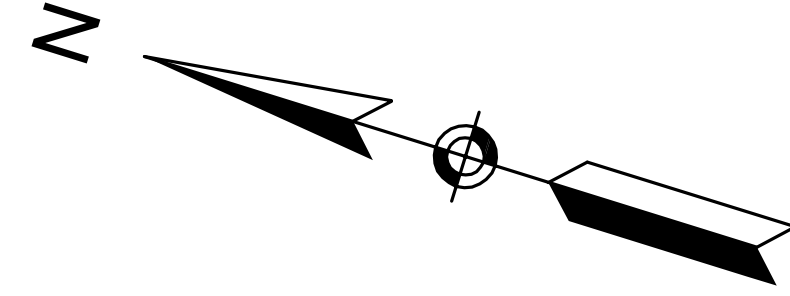


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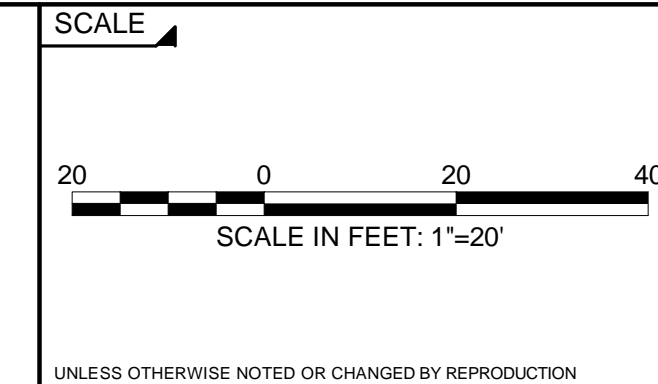
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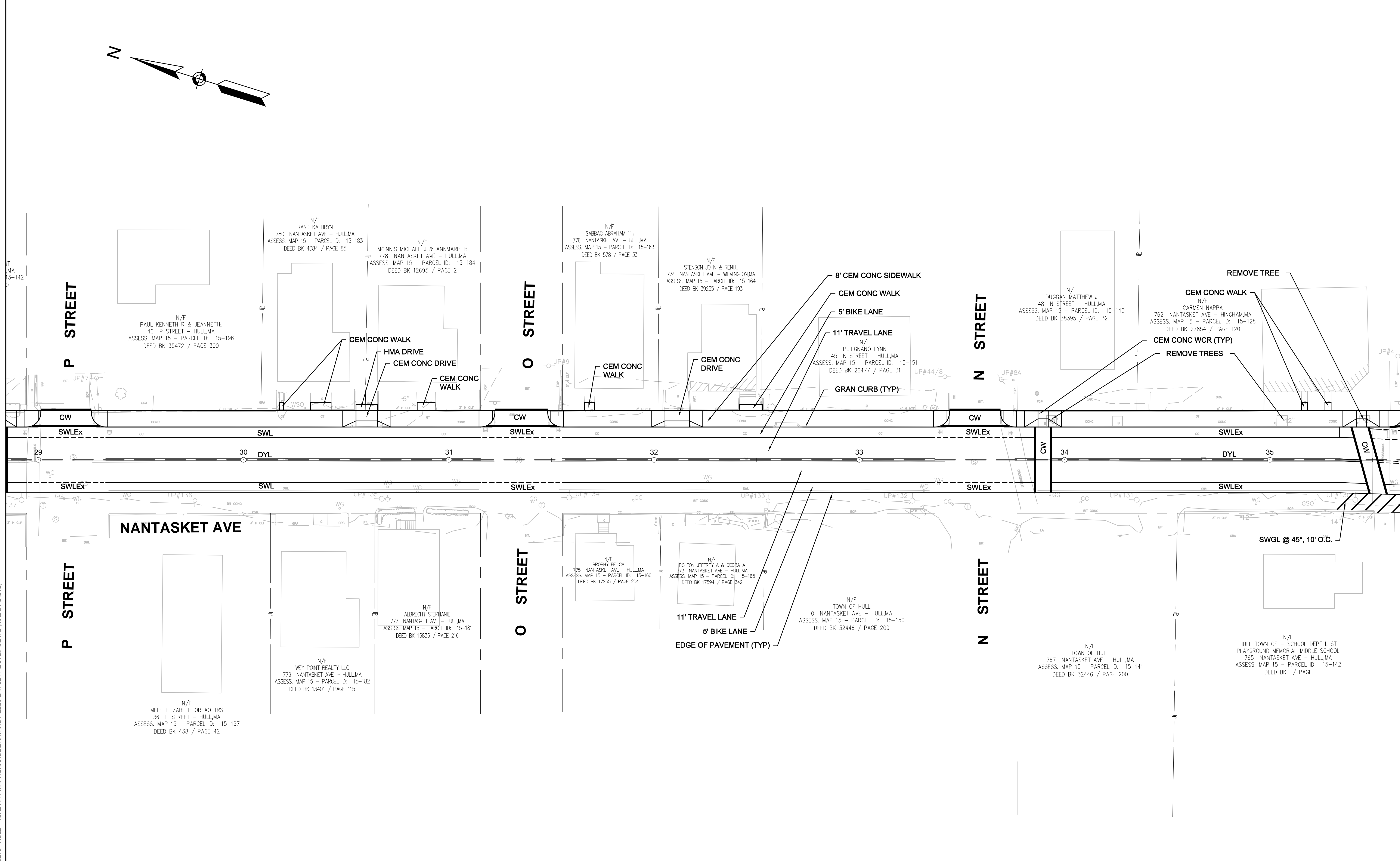
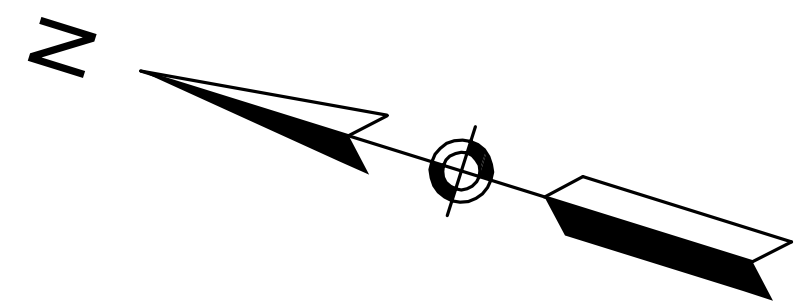


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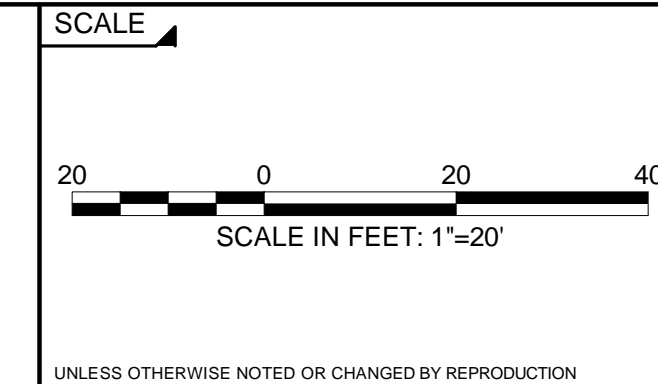
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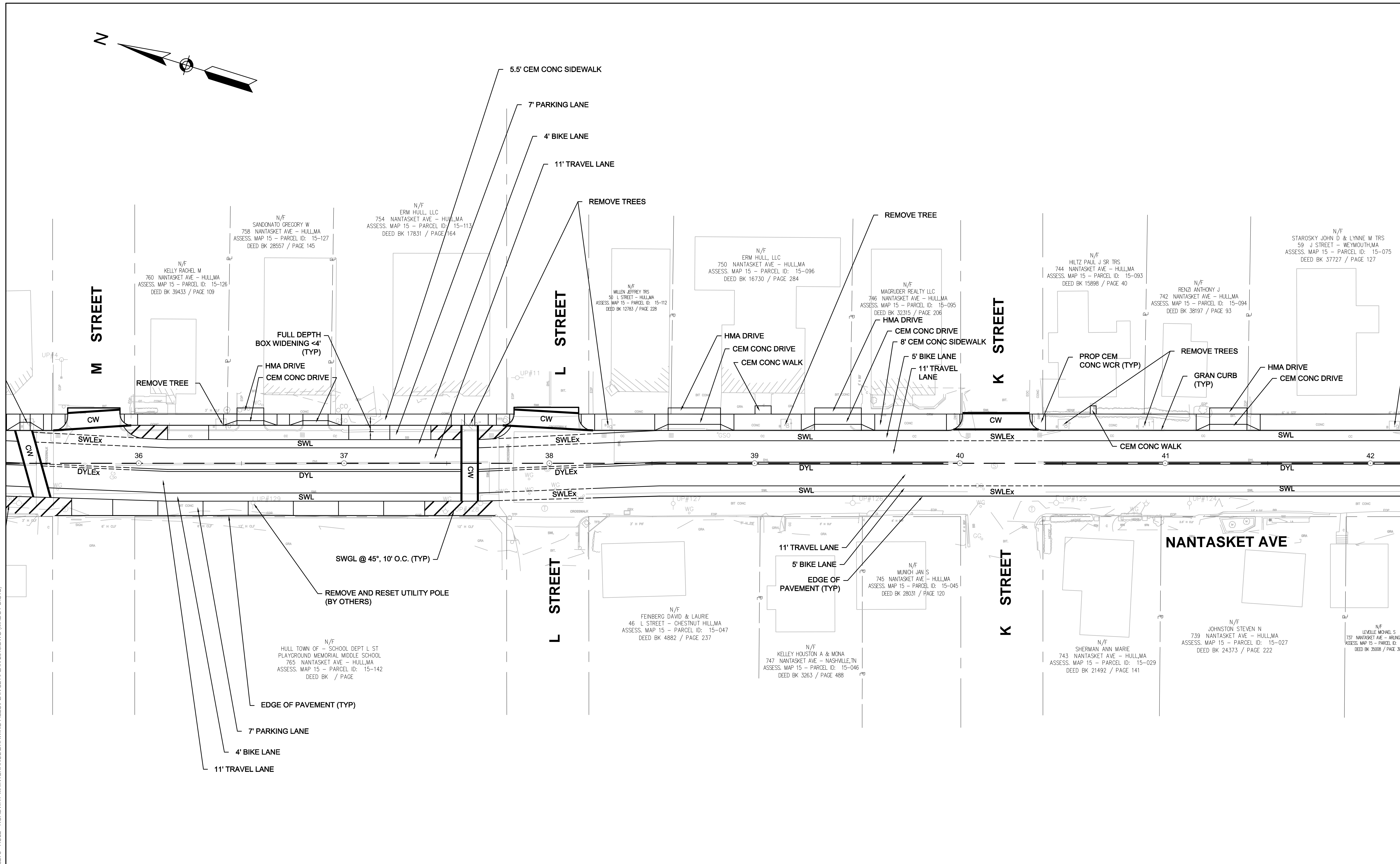
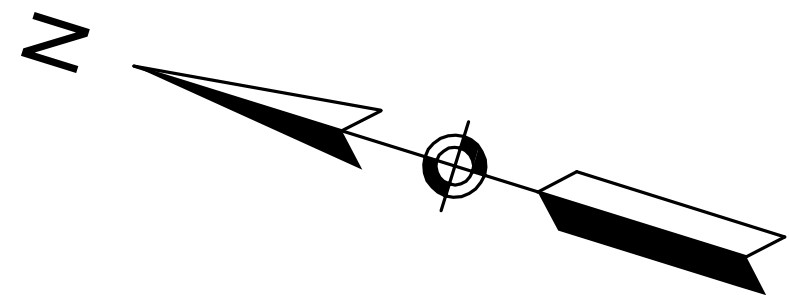
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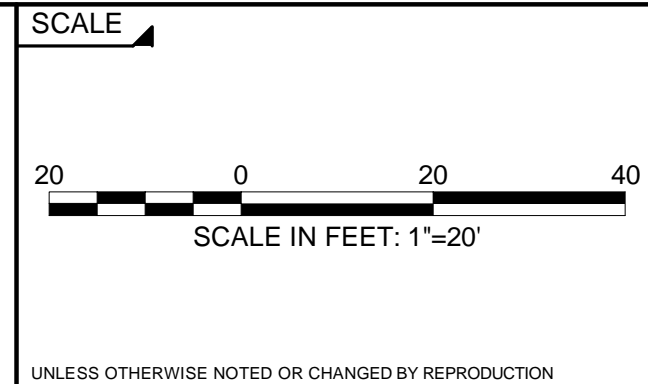
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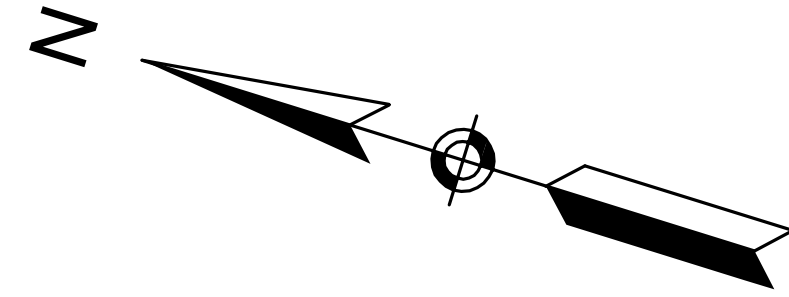


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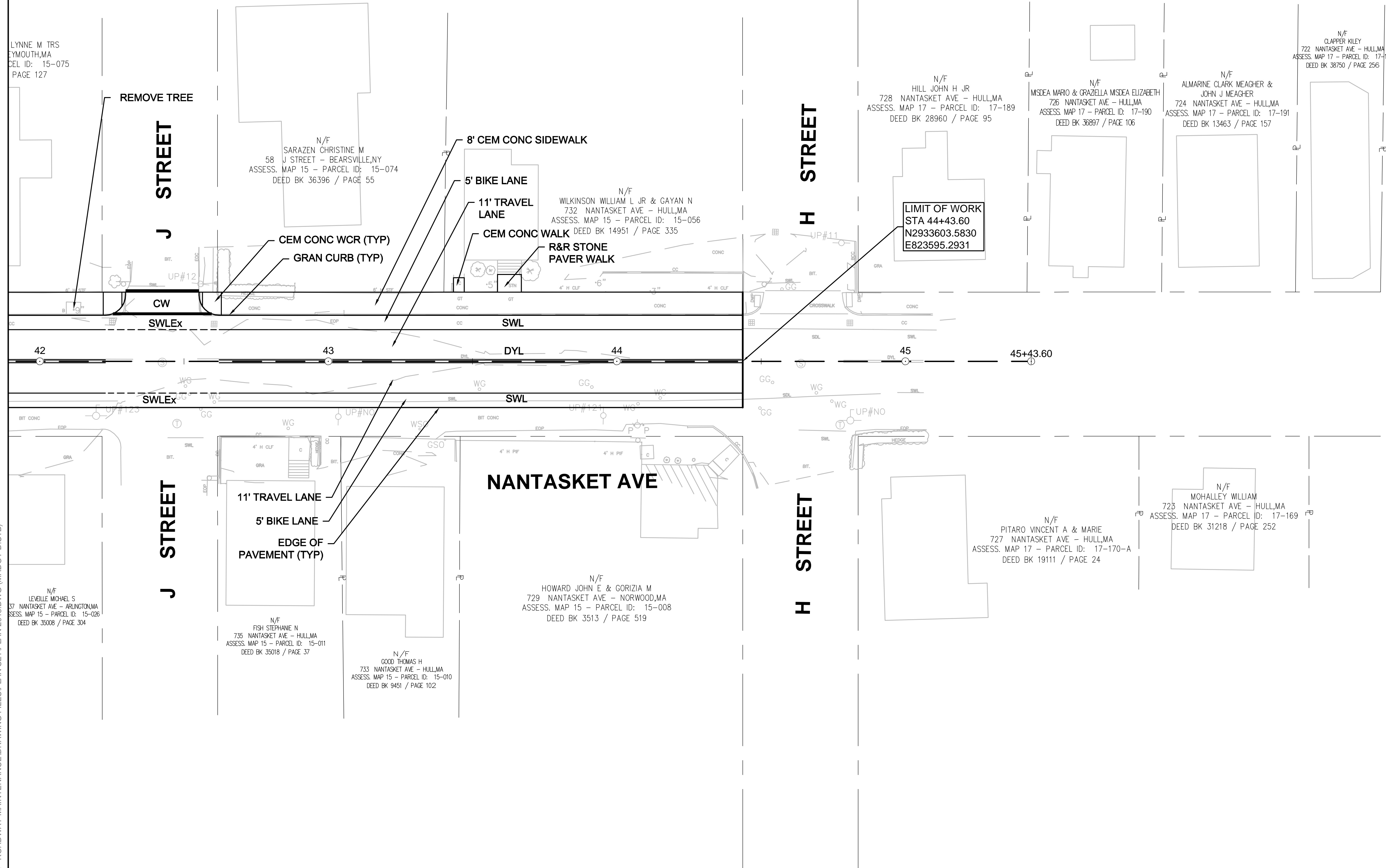


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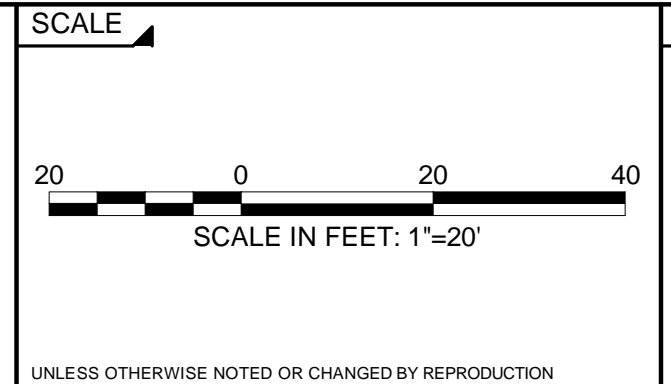
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