

TOWN OF NATICK MASSACHUSETTS

TO:

Natick Board of Selectmen

Melissa A. Malone, Town Administrator

William D. Chenard, Deputy Town Administrator - Operations

Jeremy Marsette, Director, Natick Public Works

William McDowell, Town Engineer

John DiGiacomo, Assistant Town Engineer

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: March 19, 2020

Bids Received:

SUBJECT: CONTRACT AWARD

Roadway Improvements at Various Locations in Natick - 2020

On March 5, 2020, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services to perform roadway improvements at various locations in the Town of Natick. Bids were received from four (4) bidders. (See attached.)

The lowest bidder, P.J. Keating Co., 998 Reservoir Road, Lunenburg, MA 01462, is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to P.J. Keating Co. for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$2,517,207.00, as provided for in P.J. Keating Co.'s bid. Mr. McDowell, and I have reviewed the bids received and have checked the references and qualifications of P.J. Keating Co. and have determined it to be a responsible and eligible bidder.

Please advise if you have any questions or require additional information.

	33.33
Newspaper Advertisement (Metrowest Daily News):	02/11/2020
Website Posting:	02/06/2020
Town Hall Postings:	02/06/2020
Central Register:	02/12/2020
COMMBUYS Posting:	02/06/2020

03/05/2020

Funding:

\$ 990,000.00 Chapter 90 Funds \$ 927,207.00 Article 12 FATM Roadway Improvements (Tax Levy Borrowing) \$ 600,000.00 Schools for the Ben Hem and Memorial Field parking area.

Bids Received: See attached.

Town of Natick IFB Opening Form	Bids-Roadway Improvements at Various Logations in Natick 2020/	d Secuirty 5% Certificate of and Pre-	x x x x x x x x x x x x x x x x x x x	x x x x x x x x x x x x x x x x x x x	x x x x x x	× × ×		The requirement to shabin in incurance certificate with the bird is a local, mon-startutory sequirement and does not affect price. The Town will waive a higher's failure to submit it with the bird as a clarical error/minoup deviation of Post of P	Witness Signature:
	Bids - Roadway Improvements	Date & Time: March E , 2020, 1	Company Name	r.j. Keating, Luncher, MA	D&R, Melrose, MA	Lorusso, Plainville, MA		The requirement to submit an insurance certificate w	

This Contract is made this thirtieth day of March, 2020, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and P.J. Keating Co., a corporation organized under the laws of Massachusetts, with a principal office located at 998 Reservoir Road, Lunenburg, MA 01462 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

Scope of Services 1.

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations -2020, as set forth in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2020 ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

Standard of Care 2.

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

Term 3.

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2020. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2020.

Incorporation of the Invitation for Bids/Order of Priority of Contract Documents 4.

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:

Amendments to Contract (if any)

Second Priority:

Contract

Third Priority:

Addenda to the IFB (if any)

Fourth Priority:

IFB

Fifth Priority:

Contractor's Bid.

5.

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference. Price adjustments and retainage shall be calculated and paid according to the IFB.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due fifteen (15) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within fifteen (15) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees,

agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or ratification by the Town of any breach hereof by the Contractor.

6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, M assachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the M assachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the M assachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the M assachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the M assachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the M assachusetts General Laws, as amended, and Chapter 82, Section 40 of the M assachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
 - c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
 - d. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
 - e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
 - f. All certificates and policies shall contain the following provision:
 - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
 - g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
 - h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

Contract for Services Related to the Furnishing of Roadway Improvements at

- No insurance shall be obtained from an insurer which: i.
 - is not licensed to sell insurance in the Commonwealth of (1)
 - is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; (2)
 - Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an 1 immediate termination thereof.
 - The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance k. maintained by the Contractor.

9.

The Contractor shall compensate the Town of Natick for all damage to Town Indemnification property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10.

Neither the Town of Natick, nor its officers, employees, boards, committees, No Personal Liability commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town

Contract for Services Related to the Furnishing of Roadway Improvements at Town of Natick, Massachusetts

of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

Familiarity with Area of Work 11.

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the I FB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

Performance Bond 12.

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Labor and Materials Payment Bond 13.

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Independent Contractor Status 14.

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited 15.

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

No Smoking 16.

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

Criminal Background Screening 17.

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's preemployment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

Delays/Force Majeure 18.

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to

resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
 - c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
 - d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
 - e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and

consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: William Chenard, Deputy Town Administrator, Operations

Natick Town Hall 13 East Central Street Natick, MA 01760

With copies to: Karis L. North, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410

Quincy, MA 02169

If to the Contractor:

President P. J. Keating Co. 998 Reservoir Road Lunenburg, MA 01462.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents,

subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national 1. origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
 - m. To the extent that any of the foregoing sections required by M assachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.
 - n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
 - o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
 - p. This Contract may be amended only by written consent of the parties.
 - q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract.

When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of the Contract
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

The Town of Natick, Massachusetts	P.J. Keating Co.
by: the Natick Board of Selectmen	by:
Michael J. Hickey, Jr., Chair	Signature
Susan G. Salamoff, Vice Chair	Printed Name
Jonathan H. Freedman, Clerk	Printed Title
Karen Adelman-Foster, Member	
Richard P. Jennett, Jr., Member	
Dated:	
APPROVED AS TO AVAILABILITY OF APPROPRIATION: In accordance with the requirements certify that an appropriation in the amount the Natick Board of Selectmen is authorized requisitions and execute change orders.	of M.G.L. Chapter 44, Section 31 C, this is to of this Contract is available therefor, and that to execute this Contract and to approve all
	Dated:
Arti P. Mehta Comptroller, Town of Natick	

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):			
Dated: Karis L. North, Esq.			

CERTIFICATE OF VOTE

I, , her (Clerk/Se	eby certify cretary)		
that I am the duly q	ualified and acting	(Title)	of
(Corporation	n Name)	(Tide)	
held on	that at a meeting of the Directors 20, at which meeting alwas unanimously passed:	of said Corporation duly call Directors were present ar	illed and id voting,
	rize and empower either		
(Nome) (Ti	;		
(Ivame) (II	; or		
(Name) (Ti	tle)		
(Name) (Ti	tle),		
any one a Corporation.	cting singly, to execute all contra	cts and bonds on behalf of th	ne
	at the above vote is still in effect t been changed or modified in a		
	Signature		
	Printed Name		
	Printed Title		

The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we P. J. KEATING COMPANY

as Principal, hereinafter called the Principal, and LIBERTY MUTUAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of MASSACHUSETTS as Surety, hereinafter called the Surety, are held and firmly bound unto TOWN OF NATICK

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF BID AMOUNT

Dollars (\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2020

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the with the Obligee in accordance with the terms of such bid, and give such bond of bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of MARCH, 2020.

Witness)

P. J. KEATING

(Seal)

(Title) ASST. Secreto (Seal)

RTY MUTUAL INSURAN

Attorney-In-Fact (Title)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. Certificate No. 8133189

The Ohio Casualty Insurance Company

	- OMER OF ATTORNEY	the laws of the State of New Hampshire, that	; }
	POVER Company is a corporation duly org	anized under index insurance Company is a cooperate with the service of the servi	
KNOWN ALL PERSONS BY THESE PRESENTS; That The Ohio of the company is a corporation duly organized the company of the company o	ed under the laws of the State of Massachted authority	herein set totul, dece	_
KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio of the Company is a corporation duly organized under the laws of the State of Indiana (herein collective organized under the laws of the State of Indiana Payne: Ann Rix	y called the		
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	es individually if there be more than one named, its true	and lawful attorney-in-fact to make, execute, seal, acknowled us and lawful attorney-in-fact to make, execute, seal, acknowled any	
etate of MA ea	ann individually if there be more than Keating Compo	any attested) by

all of the city of Lunenburg and as its act and deed, each individually if there be more than one named, its true and lawful attorney in fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, each individually if there be more than one named, its true and lawful attorney in fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, each individually if there be more than one named; its true and lawful attorney in fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, each individually if there be more than one named; its true and lawful attorney in fact to make, execute, seal, acknowledge

and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of __P. J. Keating Company_ and the execution of such bid bonds, in pursuance of these presents shall be as binding upon the Company as if they had been duly signed by the president and attested by

the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed through the south of the companies and the corporate seals of the Companies have been affixed through the south of the companies and the corporate seals of the Companies have been affixed. day of June NSUL

thereto this 20th 1991 guarantees

West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA

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Not valid

2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this <u>zum</u> day of <u>June</u>, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes thereign contained by signific on behalf of the corporations by himself as a duly authorized officer. COUNTY OF MONTGOMERY

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

Notarial Seal
Teresa Pastella, Notary Public
Upper Medion Twp., Montgomery County
My Commission Expires March 28, 2021

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Multiple Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Multiple Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Multiple Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Multiple Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Multiple Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Insurance Company, Liberty Multiple Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Insurance Company, Liberty Multiple Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Insurance Company with the Power of Attorney is made and executed pursuant to and the Insurance Company and Insurance Company with the Insurance Company and Insurance Company with the Insurance Company and Insurance Company with the Insurance Company and Insurance Company and Insurance Company and Insurance Company with the Insurance Company and Insurance Com

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and sub-Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - UFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, so such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, so such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, so such attorneys-in-fact subject to the limitation set forth in their recognitioners and other surely obtained and deliver as surely and sold all undertakings bonds, recognitioners and other surely obtained and deliver as surely and additional productions. to such limitation as the Unairman of the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, so acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact, subject to the limitations set forth in their respect acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact, subject to the limitations set forth in their respect acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact, subject to the limitations set forth in their respect acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact, subject to the limitations set forth in their respect acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. acknowledge and deliver as surery any and all undertakings, bonds, recognizances and other surery obligations. Such attorneys-in-tact, subject to the limitations set forth in their respection of any such instruments and to attach thereto the seal of the Corporation. When powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach the any representative or attorney. Shall have full power to bind the Corporation by their signature and attached to by the Socreton. Any power or authority granted to any representative or attorney and attached to by the Socreton. powers or attorney, snall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. Whe executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact up the president are but the officer or officers are time and to attach thereto the seal of the Chairman. The President or but the officer or officers are time and to attach thereto the seal of the Chairman. The President or but the officer or officers are time and to attach the corporation. When the president or but the officer or officers are time and to attach the corporation. currency

executed, such instruments shall be as binding as it signed by the President and attested to by the Secretary. Any power or authority granted to any representative the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the pres-AKTICLE AIII - Execution of Contracts - SECTION 5. Surery Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the charman of the prescribe shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, extend subject to such limitations as the charman of the president may prescribe shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, extend subject to such limitations as the charman of the president may prescribe shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, extend to such limitations as the charman of the president may prescribe shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, extend to such limitations as the charman of the president may prescribe shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, extend to such limitations as the charman of the president may prescribe shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, extend to the limitations as the charman of the president may prescribe shall appoint such attorneys in fact, as may be necessary to act in behalf of the company to make a such as the charman of the prescribe shall appoint a such at the charman of the company to the charman of the charman o and subject to such limitations as the chairman or the president may prescribe shall appoint such attorneys in fact, as may be necessary to act in benail or the Company to make, exseal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys in fact subject to the limitations set forth in
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seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. seal, acknowledge and deliver as surery any and all undertakings, bonds, recognizances and other surery obligations. Such attorneys in fact subject to the limitations set forth the respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When the respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey. Assistant Secretary to appoint such attorned at undertaking bonds, recognized and other field as may be acceptant and an healt of the Company to make available and acting pursuant to the Bylaws of the Company authorizes David M. Carey. Assistant Secretary to appoint such attorned to the Company acting pursuant to the Bylaws of the Company authorizes David M. Carey. Assistant Secretary to appoint such attorned to the Company acting pursuant to the Bylaws of the Company authorizes are such as a supplied to the Company acting pursuant to the Bylaws of the Company authorizes and all undertaking bonds required to the Company acting pursuant to the Bylaws of the Bylaws of the Bylaws of the Bylaws executed such instruments shall be as binding as if signed by the president and attested by the secretary. Cerunicate of Designation – The President of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other other company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other other company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other other company to make, execute, seal, acknowledge and deliver as surely any and all undertakings.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary and a control of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary and a control of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary and a control of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary and a control of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary and a control of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary and a control of the Company's Board of Directors, the Company wherever appears a control of the Company consents that facsimile or mechanically reproduced signature of alternative secretary and the Company consents that facsimile or mechanically reproduced signature of a secretary secretary and the Company consents and the Company consents

Authorization – by unanimous consent of the Company's Board of Directors, the Company consents that jacsimile or mechanically reproduced signature or any assistant secretary. Wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company to some force and effect as though manually efficient. the same force and effect as though manually affixed.

I, Renee C. Liewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, Liberty Mutual Insurance Company, Liberty Mut I, renee C. Lieweilyn, the undersigned, Assistant Secretary, The Onto Casualty Insurance Company, Liberty Mutual Insurance Company, and west American insurance Company, hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of __March_

1912

Renee C. Llewellyn, Assistant Secretary

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SURETY ACKNOWLEDGMENT

STATE OF MASSACHUSETTS

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COUNTY OF WORCESTER On this / th day of March, 2020, before me personally came SHAUNA LOWE to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Britany H Wedborse Notary Public

BRITANY M. WOODHOUSE Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires January 29, 2021

Town of Natick Natick, Massachusetts

INVITATION FOR BIDS

FOR

SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2020

February 6, 2020

BIDS DUE:

March 5, 2020, 11:00 A.M. LOCAL TIME
Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick
c/o Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

TOWN OF NATICK NATICK, MASSACHUSETTS 01760

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for Services Related to The Furnishing of Roadway Improvements at Various Locations - 2020. Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids ("IFB") may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday, February 12, 2020. Sealed Bids will be received until 11:00A.M., local time, March 5, 2020, at the Department of Public Works, 75 West Street, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening.

This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, and gasoline. The base price for liquid asphalt on this project is \$535.00 per ton (Jan. 2020). The base price for diesel fuel is \$2.451 per gallon and for gasoline is \$2.063 per gallon. (Dec. 2019). Award subject to appropriation and vote of the Natick Board of Selectmen.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Board of Selectmen (hereinafter "the Town of Natick" or "the Town"), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2020.

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified.

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday February 12, 2020.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Wednesday on February 26, 2020. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2020" shall be received by 11:00 A.M. local time, March 5, 2020, at this address:

Town of Natick Department of Public Works 75 West Street Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials apreement Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the OBid price of the next lowest responsible and eligible Bidder; and provided further that, in case of Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

The Town of Natick <u>will not</u> reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be addenda may the issued. Failure of a Bidder to investigate completely this IFB and/or to be addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be addenda may be issued.

By submission of a Bid, the Bidder agrees that if his/her/its Bid is accepted, then it shall enter into a Contract with the Town of Natick which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2020". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional

information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Bryan LeBlanc Procurement Officer Department of Public Works 75 West Street Natick, MA 01760.

Questions regarding this IFB shall be submitted in writing and shall be delivered by the close of business by 4:00P.M., local time, Wednesday on February 26, 2020. Questions may also be submitted to the attention of Bryan LeBlanc at the following email address: or at the following fax number: 508-647-6560. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

Section 3. Background & Specifications

Locations of Road Improvements in the Work

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations. At the discretion of the Town of Natick, other streets and/or areas of work may be added to this list.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Possum Hollow Lane" Sheet 1.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Purington Avenue." Sheets 2 - 4.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Rabbit Run Rabbit Run Road Road" Sheet 5.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Ridge Avenue" Sheets 6 & 7.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Laurie Lane" Sheet 8.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Liberty Street" **Liberty Street** Sheets 9 - 12.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Mark Street" Sheets 13 - 15.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Buckskin Lane Buckskin Lane Sheets 16 & 17.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Clearview Drive." Sheets 18 -20.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Juniper Lane" Sheet 21.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Sundance Way" Sheets 22 & 23.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Clover Lane" Sheets 24 & 25.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Clover Terrace" Clover Terrace Sheets 26 & 27.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Morningside Avenue" Sheets 28 - 31.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Woodleigh Road" Sheets 32 & 33.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Deepwoods Drive" Sheets 34 & 35.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Eliot Hill Road" Eliot Hill Road Sheets 36 - 44.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Merifield Lane" Sheets 45 & 46.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Woodcock Path" Sheet 47.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Grist Mill Grist Mill Lane Lane" Sheets 48 & 49.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Woodcock Path" Sheet 50.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Ben-Hem Bennett -Hemenway School Parking Area School Parking Area" sheet 56.

See attached plan entitled "Roadway Improvements at Various Locations -2020, High School High School Field Parking Lot Parking Area" sheet 52.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Adams Street" sheet 53.

Performance Standards Applicable to the Work В.

All materials and methods of construction shall conform to the requirements of the latest edition of "Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways and Bridges", (hereinafter referred to as "M.H.D. Specifications") and these specifications.

Where there is a conflict between these technical specifications and the M.H.D. Specifications, the M.H.D. Specifications shall prevail.

THE BELOW BID ITEM DESCRIPTION REFERS TO EACH ITEM LISTED IN THE BID FORM ATTACHED HERETO IN APPENDIX 1.

Item No. 1A through Item No. 1E

The work under these items shall conform to the relevant provisions of Section 460 and Section 701 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The unit price for items 1A through 1E shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Natick Town Engineer ("the Town Engineer"). The unit price for item 1B and 1C shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. The unit price for item 1D shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. The unit price for item 1E shall include only full compensation for the placement of a single compacted layer of 2.5 inches of bituminous pavement. All costs associated with the excavation of the trench shall be paid under Bid Item 9C.

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Item No. 2A Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. The CONTRACTOR shall be responsible for removing and disposing of extra material.

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. The CONTRACTOR shall include in the unit bid price all costs associated with removal and disposal of all excess pulverized materials.

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated)

The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of Specifications". liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer.

The work under these items shall conform to the relevant provisions of Section 500, and Section 580 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for items 4A and 4B shall constitute full compensation for all materials, labor, and equipment required to place Type VA4 Straight, and Type VA4 Curved granite curbing respectively, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 4C shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer.

The work under this item shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Item No. 5

The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm".

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealt Item No. 6A through Item No. 6C of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons.

Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act

Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 6A.

Item 6C shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 4 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be Federal Color No. 33538 (Federal Yellow). The panels shall be installed in accordance with the manufacture's recommendations.

The work under these items shall conform to the relevant provisions of Section 220 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings.

The work under this item shall conform to the relevant provisions of Section 402 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Processed gravel for sub-base will be paid for at specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer.

The work under these items shall conform to the relevant provisions of Section 120 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Item No. 9A through No. 9C

The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. The unit price of item 9C shall include all labor, materials, equipment, and incidental costs required for cutting, excavating, and disposal of all existing pavement material, as directed by the Town Engineer, in preparation in the placement of trench patch materials.

The Successful Bidder will be paid any specified contract unit price for all loam borders, complete inplace, as specified or as directed by the Town Engineer. This work shall conform to the specifications entitled "Loam & Seed Borders".

The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. Item No. 11 The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer.

The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The Contractor shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control services are Item No. 12 mandated by the Town of Natick. The work of this section shall be measured per hour of police officer detail work. Costs associated with overtime pay for police details when used for the Contractor's convenience or due to Contractor negligence shall be paid by the Contractor with no reimbursement from the Town. The Contractor shall not reimburse any town or police department for administration, processing or similar fees invoiced to the Contractor. Any fees as previously described paid by the Contractor will not be reimbursed by the Town of Natick. All reimbursement shall be made through payment requests and shall be accompanied by proof of payment by the Contractor.

There shall be no additional cost to the Town if the Contractor works more than 8 hours per day. The Contractor will only be reimbursed for Police Details up to 8 hours per day, per detail officer. It is the Contractor's responsibility to ensure all work requiring police details is complete within the 8 hour police detail shift. The Contractor will not be reimbursed for overtime charged by the police details unless approved by the Town.

The work for this item shall conform to the relevant provisions of Section 860 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, and the Item No. 13 and 14 following: The white 12" wide crosswalk and stop lines shall be installed in the location shown on the plans. The stop line shall be parallel to the crosswalk line.

All edge lines and centerline makings shall be 4" wide (minimum).

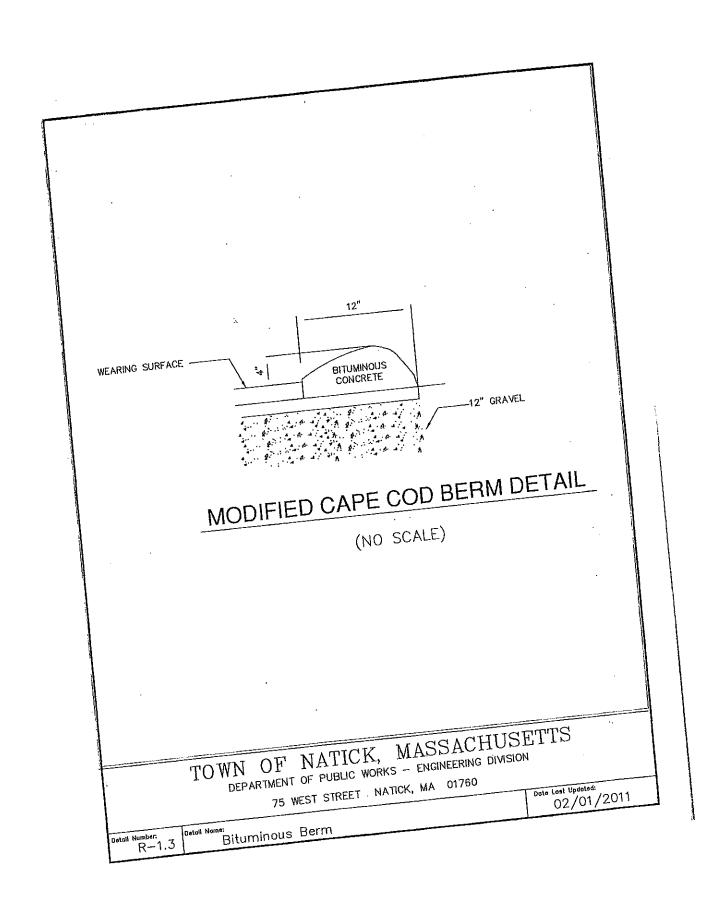
The unit price for this item shall constitute full compensation for all materials, labor and equipment required to furnish and place roadway traffic markings as specified.

The work for this item shall conform to the relevant provisions of Section 850 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Item No. 15 Highways and Bridges, NCHRP 350 and the MUTCD (most current edition) for streets and highways, Traffic Controls for Construction

The work under this item shall conform to the relevant provisions of Section 201 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and install the 30" diameter manhole based on "Shea Concrete Products or approved equal. 30" diameter basin shall be placed on minimum 6" bed of 3/4" washed stone set to true grade.

Item No. 17A & B

The work under this item shall conform to the relevant provisions of subsection 221 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor and equipment required to replace inadequate/broken castings as directed on the plans.



Stone Seal (Treated) Specifications

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated SCOPE OF WORK stone on properly prepared bituminous streets in the town of Natick in accordance with the detailed requirements set forth below. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

DETAILED REQUIREMENTS

<u>Materials</u>

a. Liquid Asphalt

Liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex). RS-2 (3% Latex), HFMS (3% Latex) or MC-3000 conforming to AASHTO specifications M208, M140 or M82.

b. Latex Additive

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the

warding authority.	A.i.mig	Cationic
	Anionic	(76 +/- 2/
	(76 +/- 2/	24 +/- 2)
Monomer Ratio	24 +/- 2)	59
(Butadiene/Styrene)	67	4.8
Solids, min %	5.2	0.1%
Solids, min lbs/gal	0.1%	4,0-5.5
Coagulum	9.5-10.5	5000 max
CT tout	800-2000	3000 11111
Brookfield Visc. (Model KV1, #5		Excellent
Spindle @ 20 RPM)	Excellent	Excendit

Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2% to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

Required Stone Gradation

Required St	one Gradation
0.5 mm	(3/8" Stone)
1	% Passing
Sieve Size	100
12.5 mm (1/2")	85-100
9.5 mm (3/8")	10-60
6.3 mm (1/4")	0-25
4.75 mm (#4)	0-5
2.36 mm (#8)	

Maximum passing 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

Material Quantities

The quantity of asphalt material to be used shall be in the range of 1.6 to 2.3 liters per square meter (0.35 to 0.50 gallons per square yard), or the quantity of MC-3000 to be used shall be in the range of 1.1 to 1.6 liters per square meter (0.25 to 0.35 gallons per square yard). Cover aggregate shall be spread in the range of 11 to 16 kilograms per square meter (20 to 30 pounds per square yard). The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

Equipment

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

a. Asphalt Distributor

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square meter (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in .3 meter (one foot) increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

b. Asphalt Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 4.5 meters (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0-6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over

c. Rollers

At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons), and contact pressure adjustable from 1,400 to 2,000 kPa (200 to 300 psi).

d. Trucks

Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver treated stone to the spreader.

Construction Methods

a. Streets to be Treated

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the Town of Natick in accordance with the contract specifications. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

b. Surface Preparation

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (Valve covers, manhole covers, drop inlet gratings, etc) will be the responsibility of the contractor with payment made under separate bid items.

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

The Contractor shall protect manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas against the application of the surface treatment materials.

c. Weather Limitations

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10° C (50° F).

d. Spreading Asphalt and Treated Stones

Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH TREATED STONE.

e. Rolling

Initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.

Traffic control is the sole responsibility of the awarding authority. Unless otherwise Traffic Control specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/h (20 mph) should be maintained for a period of two (2) hours.

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and Surplus Aggregate shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

Loam and Seed Borders

Loam Borders shall be built or rebuilt between the inside edge of the curbing and the edge of the sidewalk in locations designated by the Engineer. The depth of the loam shall be six inches measured in its finished state. The finished grade SCOPE OF WORK of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade. The same shall apply on the inside edge of the curb. Lawns adjacent to the walk being built that do not meet the proposed line or grade shall be regraded to meet the proposed line and grade.

Loam shall be clear, rich, dark colored loam, friable, reasonably well supplied with plant food, free from excess swamp much, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this

Limestone shall be ground limestone that will pass a number 20 sieve and at least 75% will pass a number 100 sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:

Nitrogen Avail. Potash Acid Water Soluble Potash	10-6-4 8-6-4 7-7-7 10% min 8% min 7% min 6% min 7% min 4% min 7% min 7% min 7% min 7% min 4% min 7% min	
Water Soluble 1 datas	cutilizer shall be derived from organic manner	

At least 50% by weight of the nitrogen content of the fertilizer shall be derived from organic material.

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. Grass seed shall conform to the requirements of the following table:

rass seed shall be of the previous year eight. Grass seed shall conform to the re	aguirements of the fo	ollowing table.	
in Grass seed shall conform to the it	5quironiza	- Min	Purity Minimum
eight. Glass seed	Proportion		95%
		85%	90%
173	50%	85%	
Creeping Red Fescue	25%	90%	98%
Kentucky Blue	10%		92%
Rentalia Rue		85%	96%
Domestic Rye	10%	85%	
Red Top	5%		v atod by th
Ladino Clover	1	1 4 mived	after delivery as directed by the
Electric		1 - amorately, and mixed	

The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the

The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

The loam borders shall be excavated to subgrade six inches below and parallel to the finished grade. Loam shall then METHOD OF CONSTRUCTION be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place a depth of four inches. On this layer of loam, ground limestone shall be spread at the rate of one half pound per square yard and thoroughly incorporated into the loam for the total depth by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five days shall elapse after the application of the ground limestone and then fertilizer shall be spread on the top layer of loam at the rate of two tenths of a pound per square yard. The full depth of the loam shall then be spades, harrowed and graded to the finished grade.

After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths pounds to each one hundred square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred pounds per foot of width.

The Contractor shall insure a good catch of grass. He or she shall reloam, regrade, and reseed any area which in its opinion of the Engineer requires such.

Measurements taken for payment shall be by the square yard of the finished work, complete in place.

The Contractor will be paid the contract unit price per square yard for all loam borders, complete in place, which unit BASIS OF PAYMENT price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer and as specified herein.

C. Notice to Owners of Utilities

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

The following are the names of owners and representatives of the principal utilities affected; however, the Town of Natick does not guarantee completeness of this list:

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6551 William McDowell, Town Engineer

Natick Police Department 508-647-9550 Natick Fire Department 508-647-9550

Eversource Gas Chris Howard 157 Cordaville Road Southborough, MA 01772 508-305-6822

Eversource Electric Christine Cosby 157 Cordaville Road Southborough, MA 01772 508-305-6989

Verizon 385 Myles Standish Blvd. Taunton, MA 02780 Karen Nunes, 508-828-6437

COMCAST 330 Billerica Road Chelmsford, MA 01824 Pam Letizi, 603-695-1412

The Successful Bidder shall make his/her/its own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as result of his/her/its operations.

The Successful Bidder shall notify "MASS DIG SAFE" and procure a DIG SAFE NUMBER of each location prior to disturbing ground in any way.

"DIG SAFE" CALL CENTER - TELEPHONE NUMBER 1-888-344-7233

D. Protection of Utilities and Property

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

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 Town, to do the work called for under any contract awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services such utilities and structures and the Town will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Successful Bidder shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

E. Provisions for Travel and Prosecution of the Work

The work shall be accomplished in a manner, which safely maintains traffic on all project roadways.

The Successful Bidder shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

F. Public Safety and Convenience

The Successful Bidder shall be required, without additional compensation, to provide safe and convenient address to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under any contract awarded pursuant to this IFB. There will be no additional compensation provided for cleaning such spillage/tracking.

Protection and Restoration of Properties

In areas where mature trees abut or are close to existing pavements to be excavated, or reclaimed, or trenches to be excavated for utilities, the Successful Bidder shall notify the Town of Natick Tree Warden ("the Tree Warden") prior to commencing work. The Town Engineer will arrange for the Tree Warden to inspect the trees and determine the proper methods of protection. Excavations near trees to be maintained shall be carefully done to expose the tree roots with a minimum of damage. The Successful Bidder shall prune and paint the exposed roots under the direction of the Tree Warden. If any excavation or other work is performed by the Successful Bidder prior to the Tree Warden's inspection which, in the Tree Warden's judgment, damages the tree roots, trunk or branches to the extent that the tree cannot be expected to survive, then the Successful Bidder shall remove the tree and replace it with a new tree of specie and size as directed by the Tree Warden at no additional cost to the Town.

Property Bounds

The Successful Bidder shall exercise due care when working around all property bounds, H. which are to remain. Should any damage to a bound result from the actions of the Successful Bidder, the bound shall be replaced and/or realigned by a registered land surveyor employed by the Successful Bidder, as directed by the Town, at no cost to the Town.

Traffic Control

A minimum of two travel lanes shall be provided during non-working hours. Traffic may I. be reduced to one lane for short periods of time during working hours with the approval of the Department of Public Works and the Police Department and with adequate police direction.

The work under any contract awarded pursuant to this IFB shall be performed on heavily traveled roadways. The Successful Bidder shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures deemed necessary by the Department of Public Works and or Police Department for the protection of motorists, pedestrians, and the Successful Bidder's own personnel. All costs in connection with these measures shall be included in various payment items of any contract awarded pursuant to this IFB, and no additional compensation will be made as a result of such costs.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only for working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Successful Bidder shall complete the binder course of each pavement repair on the same workday on which the repair was begun unless otherwise approved by the Town Engineer. No separate payment will be made for temporary backfilling and re excavation, but all costs in connection therewith shall be included in the unit prices bid for the respective patching items.

If, as a result of deterioration of pavement repairs, the roadways becomes hazardous, in the judgment of the Town, to vehicular or pedestrian travel, the Successful Bidder shall be notified and shall immediately reconstruct or repair the work to eliminate the hazard. If the Successful Bidder's forces are not available, the Town will perform the necessary work, and the Successful Bidder shall reimburse the Town for all cost in connection therewith.

Work Done by Others

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies. The Successful Bidder shall be responsible for coordinating all utilities adjustments with each of the private utility companies and fully responsible for payment of all permit fees and construction costs associated with this work as required by the respective utility company.

Disposal of Surplus Excavated 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 Successful Bidder and shall Κ. be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

Safety and Health Regulations L.

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)."

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for

each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

Quantities estimated and listed in the bid forms for the above referenced items were generated for comparison bids only and are not guaranteed by the Town. All work done and all materials supplied under this CONTRACT shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988; the Supplemental Specifications, dated December 11, 2002; Standard Special Provisions dated April 21, 2005; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways; the 1996 Construction and Traffic Standards Details; the 1968 Standard drawings for Traffic Signals and Highway Lighting, all as amended, and the specifications contained on the following pages.

Successful Bidder's Personnel

The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass preemployment criminal background screening.

The Successful Bidder shall provide the Town with the following information:

- Name, business address, telephone and cell phone numbers of the president and foreman.
- Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town of Natick and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

Environmental Conditions

Fresh concrete shall be adequately protected from freezing, rapid hydration, heavy rains, flowing water, mechanical injury and/or vandalism. In the event of sudden rains, the Town Engineer may permi the placement of concrete already on-site or in transit, provided that the Successful Bidder has already o hand sufficient materials to properly tent or otherwise protect the work. The subgrade shall be properly protected and concrete shall not be placed in pools of water or upon frozen surfaces. Such permission, noted above, shall in no way relax the requirements for quality and appearance of the work. Delivery o concrete to the site shall be timed to allow for finishing all work during daylight hours.

Traffic Police O.

Under the unit price for this bid item, the Successful Bidder shall make the necessary arrangements with the Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the project. The Successful Bidder shall sign all Police detail slips. The Successful Bidder shall pay the Police Department directly prior to being reimbursed by the Town.

Monthly Price Adjustments P.

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$ 535.00 per ton

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$2.390 per gallon and for gasoline is \$2.060 per gallon.

(per MassDOT 12/6/2019)

MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES

This provision applies to all projects using greater than one hundred (100) tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Form of General Bid Items 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.

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 Mass Highway website at http://www.mhd.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 Mass Highway 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. Mass Highway 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 Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods. New and Old Asphalt Period Price Methods

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in any contract awarded pursuant to this IFB. 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 five percent (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 an approved extension of time.

MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

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

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

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (

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 five percent (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

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment 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 (Both Factors used) 0.29 Gallons / CY for Diesel 0.15 Gallons / CY for Gasoline

Surfacing Work:
All Items containing Hot Mix Asphalt
2.90 Gallons / Ton for Diesel
Does Not Apply for Gasoline

Q. Measurement and Payment

In general, payment will be made for CONTRACT work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the OWNER and Contractor which has been completed and approved.

Each application for payment will indicate the total of a minimum 5 percent retainage held by the Owner on the total of all work completed under the contract and approved for payment to date.

Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, the OWNER shall submit to the CONTRACTOR payment for the quantity of work completed with the following deductions:

- 1. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
- 2. Less the estimated cost of completing all incomplete and unsatisfactory work item.

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2020. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2020, unless previously agreed to, in writing by the Town.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

- A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the A. status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.) В.
 - Bidder provides a Town approved Foreman, who shall be present at the C. work site at all times.
 - Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the D. Town.
 - Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall E. eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
 - Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least F.

- six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies 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 ten (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.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

- A fully executed Certificate of Non-Collusion. (Appendix 2) 2.
- A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3) 3.
- A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
- A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5) 4.
- A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6) 5. 6.
- A fully executed Certificate of Compliance with EEO/AA/SDO provisions. 7. (Appendix 7)
- A full executed Certificate of Non-Debarment. (Appendix 8) 8.
- A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in 9. the amount of five (5%) percent of the value of the Bid.
 - A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions 10. of the specifications can be met.
 - A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract 11.
 - A letter of intent from a surety company that is licensed to do business in the Price. Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent 12. of the Contract Price.

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Section 5. Bid Submission Improvements at Various Locations - 2020" shall be received by 11:00A.M., local time, March Town of Natick 5, 2020, at this address:

Department of Public Works 75 West Street Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. Bids received after that date and time will be rejected.

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the

Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its work including, without limitation, statutes, bylaws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

The Successful Bidder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Section 9. Indemnification

The Successful Bidder shall assume the indemnification responsibilities described in the Contract which is a part of this IFB and is incorporated herein by reference.

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 12. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The use of alcoholic beverages, narcotics, controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Bidder, his/her/its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

Section 14. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall, subject to his/her/its confidentiality and privacy obligations owing to his/her/its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

Section 15. Appendices

- Bid Form / 1.
- Certificate of Non-Collusion 2.
- Certificate of Tax Compliance (M.G.L. c.62C, §49A) 3.
- Conflict of Interest Certification (M.G.L. c.268A) 4.
- Certificate of Corporate Bidder 5.
- Certificate of Compliance with M.G.L. c.151B 🗸 6.
- Certificate of Compliance with EEO/AA/SDO provisions 7.
- Certificate of Non-Debarment 8.
- Prevailing Wage Rates 9.
- Form of Contract 10.

APPENDIX 1 TOWN OF NATICK BID FORM

(9 pages)

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2020.

Printed Name of Bidder:

P.J. Keating Company

Address: 998 Reservoir Road, Lunenburg, MA 01462

Bidder acknowledges receipt of Addenda _ x _ One _ __Two _ __Three _ __Four

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words: Two million five hundred seventeen thousand two hundred seven dollars and zero cents

Total Price in Numbers: \$2,517,207.00

Unit Prices, which will not be directly used for purposes of award, are as shown on the following

pages:

UNIT OR LUMP SUM ITEM PRICE BID IN BOTH NO. WORDS AND FIGURES 1A. Bit. Conc. Binder Course,	ESTIMATED (UNIT PRICE TIMES ESTIMATED QUANTITY) 5,460 Tons \$\frac{436,800.00}{2}
per ton. Eighty Dollars and zero Cents (\$80.00 1B. Bit. Conc. Leveling Course, per ton. One hundred fifteen Dollars and zero	, 680 Tons \$ <u>78,200.00</u>
Cents (\$ 115.00 Course,	6840 Tons \$ 581,400.00
per ton. Eighty-five Dollars and zero Cents (\$85.00 1D. Bit. Conc. Driveway Apr Wheelchair Ramps, & Sidewalks, per ton. One hundred sixty-five Dollars and zero Cents (\$165.00 1E. Trench Patch with 2.5 In of Binder,	\$ 24,000.00
Eighty Dollars and zero Cents (\$ 80.00 2A. Reclaim Base Course per square yard	\$\frac{171,000.00}{2}\$, \$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$
Pour Dollars and Fifty Cents (\$4.50) 2B. Cold Plane Pavement per square yard Three Dollars and zero Cents (\$3.00)	27,610S.Y. \$ <u>82,830.00.00</u>

	OR LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
3.	Single Treated Stone Chip Seal, per square yard Four Dollars and fifty Cents (\$4.50	25,680 S.Y.	\$ <u>115,560.00</u>
4A.	Granite Curbing Straight, Type VA4, per linear foot Thirty-five Dollars and zero Cents (\$35.00	1,960 L.F.	\$ <u>68,600.00</u>
4B.	Granite Curbing Curved, Type VA4, per linear foot Fourty-five Dollars and zero Cents (\$45.00	2,780 L.F.	\$ <u>125,100.00</u>
4C.	R & R Granite Curbing, per linear foot Twenty Dollars and zero Cents (\$20.00	800 L.F.	\$ <u>16,000.00</u>
4D.	R & D Concrete Curbing Discard Two Dolars and zero Cents (\$2.00	1,500 L.F.	\$3,000.00
5.	Bit. Conc. Berm, per linear foot Nine Dollars and Zero Cents (\$ 9.00	2,000 L.F.*	\$ <u>18,000.00</u>

UNIT OR LUMP SUM ITEM PRICE BID IN BOTH NO. WORDS AND FIGURES 6A. Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard	ESTIMATED QUANTITY 600 S.Y.	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY) \$45,000.00
Seventy-five Dollars and zero Cents (\$75.00 6B. Cement Concrete Driveway Aprons, per square yard Ninety-five Dollars and zero	100 S.Y. *	\$ <u>9,500.00</u>
Cents (\$95.00 Cast in Place, 2'x 4' Tactil Warning Panels, per each One hundred fifty	le 78 EA.	\$ <u>11,700.00</u>
Dollars and zero Cents (\$150.00 7A. Adjustment Sewer & Dra Castings, per each		\$ <u>94,500.00</u>
Two hundred seventy Dollars and zero Cents (\$270.00 Adjustment Water Gate		\$ <u>25,025.00</u>
Castings, per each One hundred seventy-five Dollars and zero Cents (\$175.00 7C. Rebuild Sewer & Drain Structures, per vertical	n 90 V.F I foot	.* \$ <u>18,000.00</u>
Two hundred Dollars and zero Cents (\$200.00 7D. Remodeled Sewer &		A. \$3,000.00

O D C UNIT OR	ructures, per each ne hundred fifty ollars and zero ents (\$150.00 LUMP SUM RICE BID IN BOTH OORDS AND FIGURES	ESTIMA QUANT	TED TTY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
_	Processed Gravel for Sub-Ba	se, 2,	400 C.Y.	\$24,000.00
8. H	per cubic yard			
	Ten			
1	Dollars and zero			
•	Cents (\$ 10.00			
		1	186 C.Y.	\$ 97,252.00
9A.	Earth Excavation,	* *	100	
7.	per cubic yard			
	Eighty-two			
	Dollars and zero			
	Cents (\$ 82.00		4	\$ 2,000.00
_	Class A Rock Excavation,		2 C.Y. *	\$ 2,000.00
9B.	per cubic yard			
	One thousand			
	Dollars and zero			
	Cents (\$ 1,000.00			
			380 C.Y.*	\$ 14,440.00
9C.	Trench Excavation,		380 0.11	
90.	per cubic yard			
	Thirty-eight			
	Dollars and zero			
	Cents (\$38.00	i		
	a Dondare		16,900 S.Y.	\$ <u>169,000.00</u>
10.	Loam & Seed Borders,			
	per square yard			
	Ten and zero	-		
	Dollars and zero	<u> </u>		
	Cents (\$10.00	_	TDC	\$ 80.00
4.4	Calcium Chloride - Dus	t Control	8,000 LBS	φ
11.	per pound			
	Zero			
	Dollars and one	_ _		
	Cents (\$ <u>0.01</u>	_)		
			1,500 M	H* <u>\$75,000.00</u>
12	. Natick Police Details,		- 3	
	per man-hour			

Fifty Dollars and Zero Cents (\$50.00)

Ce	IIIS (#50.01)		TOTAL IN FIGURES
DD	LUMP SUM ICE BID IN BOTH ORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY)
12 Pa	vement Markings 12 inch aint)Per linear foot	1,950 L.F.	\$ <u>3,120.00</u>
<u>Q</u> E (Oollars and sixty Cents (\$ 1.60 Overnent Markings 4 inch	5,000 L.F.	\$ <u>3,000.00</u>
	Paint)Per Linear Foot Zero Dollars and sixty Cents (\$0.60		
15.	Traffic Controls for Constru	uction L.S.	\$ <u>50,000.00</u>
16.	Lump Sum Fifty thousand Dollars and zero Cents (\$50,000.00 Modified Catch Basin (30)	" diameter) 3 EA.	\$ <u>12,000.00</u>
17A.	Four thousand Dollars and zero Cents (\$4,000.00 Catch Basin Frame and G Six hundred		\$ <u>6,000.00</u>
17B.	Dollars and zero Cents (\$600.00 Manhole Frame and Cov Six hundred Dollars and zero		\$ <u>6,000.00</u>
18	Cents (\$600.00 6' wide Vertical Granite type VB 4 Six hundred	e Throatstone 10 EA.*	\$ <u>6,000.00</u>

Dollars and zero	
Cents (\$ 600.00)

* Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)

- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status).
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies 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 ten (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.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

17.10		
Authorized Signature		
May May	Andy Brewer	
Printed Name		
Assistant Secretary		
Printed Title		
3/11/2020 Date		
If a Corporation: Full Legal Name		
P.J. Keating Company		
Officers of Corporation and Addresses		
Please see attached corporate vote		
State of Incorporation Delaware		

Principal Place of Business
998 Reservoir Road
Lunenburg, MA 01462
Telephone Number. (978) 582 - 5200
Qualified in Massachusetts Yes x No
Principal Place of Business in Massachusetts
998 Reservoir Road
Lunenburg, MA 01462
Telephone Number (978) 582 - 5200
Full Legal Name of Surety Company
Liberty Mutual Insurance Company
Principal Place of Business of Surety Company
175 Berkley Street
Boston, MA
Telephone Number <u>(617) 451 - 2009</u>
Admitted in Massachusetts Yes X No No
Place of Business in Massachusetts
175 Berkley Street
Boston, MA
Telephone Number (617) 451 - 2009

Appendix 2 CERTIFICATE OF NON-COLLUSION

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

P.J. Keating Company Name of Bidder
998 Reservoir Road Address of Bidder
Lunenburg, MA 01462
(978) 582-5200 Telephone Number By: (Signature) Andy Brewer Printed Name
Assistant Secretary Printed Title
3/11/2020 Date

Appendix 3 CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C,§49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

P.J. Keating Company	
Name of Bidder	
998 Reservoir Road	
Address of Bidder	
Lunenburg, MA 01462	
(070) 500 5000)
(978) 582-5200	,
Telephone Number	
By: Lody	7
(Signature)	
Andy Brewer	
Printed Name	
Assistant Secretary	
Printed Title	
211	
3/11/2020	
Date	

Appendix 4 CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

- 1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
- 2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
- 3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
- 4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
- 5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

P.J. Keating Company
Name of Bidder
998 Reservoir Road
Address of Bidder
Lunenburg, MA 01462
(978) 582-5200
Telephone Number
By: / on Claff
(Signature)
Andy Brewer
Printed Name
Assistant Secretary
Printed Title
3/11/2020
Date

Appendix 5 CERTIFICATE OF CORPORATE BIDDER

I, <u>Eric Lundberg</u> , certify that I am the Clerk of the Corporation named as Bidder in the attached Bid Form; that <u>Andy Brewer</u> , who signed said Bid on
behalf of the Bidder was then Assistant Secretary of said Corporation and was duly authorized to sign said Bid Form; and that I know his/her signature thereto is genuine.
(Corporate Seal)
P.J. Keating Company
Name of Bidder
998 Reservoir Road
Address of Bidder
Lunenburg, MA 01462
(978) 582-5200
Telephone Number
By: Jan Harry
 (Signature)
Éric Lundberg
Printed Name
Assistant Secretary
Printed Title
3 11 2020
Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6 CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

P.J. Keating Company Name of Bidder	
998 Reservoir Road Address of Bidder	
Lunenburg, MA 01462	
(978) 582-5200 Telephone Number By: (Signature) Andy Brewer Printed Name	
Assistant Secretary Printed Title	

Appendix 7 CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

P.J. Keating Company
Name of Bidder
998 Reservoir Road
Address of Bidder
Lunenburg, MA 01462
(978) 582-5200
Telephone Number
Telephone Training
Ву:
(Signature)
Andy Brewer
Printed Name
Assistant Secretary
Printed Title
1 I IIII III I I I I I I I I I I I I I
3/11/2020
Date

Appendix 8 CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

P.J. Keating Company		
Name of Bidder		
998 Reservoir Road Address of Bidder		
Address of Bidder		
Lunenburg, MA 01462		
(978) 582-5200		
Telephone Number		
By: ()	2	
(Signature)		
Andy Brewer		
Printed Name		
Assistant Secretary		
Printed Title		
3/11/2020		
Date		



March 11, 2020

Town of Natick 75 West Street Natick, MA 01760

RE: Bid for Services Related to The Furnishing of Roadway Improvements at Various Locations 2019

The P.J. Keating Company has supplied over 2,002,000 tons of crushed stone product and over 1,295,564 tons of asphalt products in 2019. The year incorporation is 1925. We are prequalified by the MDOT Highway Department; please see the attached prequalification certificate.

The appointed project superintendent for the P.J. Keating Company should we be low bidder and awarded the contract for paving in the City of Natick will be Ed Peterson. He has 29 years of experience in the construction industry working with various municipalities and on federal projects.

Part A – The P.J. Keating Company has no current Roadway/Construction lawsuits pending.

Part E - C.O.I. attached showing all coverage for the P.J. Keating Company.

Part F - Please see attached reference sheet.

Part G - No contract terminations.

Part H – The P.J. Keating Company's permanent place of business is 998 Reservoir Road, Lunenburg, MA 01462.

Part I – Please see the attached equipment list. We operate 7 mainline asphalt paving crews and 3 full size milling/cold planning crews and 2 full size highway and commercial grade crews.

Part J - will furnish if awarded low bidder

Part K - see attached

Part L - We have not failed to perform satisfactorily on contracts of a similar nature.

Part N – We can furnish labor that works in harmony with all other elements of labor employed to be employed.

Part O - OSHA certification is available for all employees that would be working on this project.

Attached please find a letter of intent from Liberty Mutual that states we will be able to supply payment and performance bonds if we are the low bidder on this project.

Respectfully,

P.J. Keating Company

Andy Brewer

Assistant Secretary

P. J. Keating 998 Reservoir Road Lunenburg, MA 01462

T +1 (978) 582 5200 F +1 (978) 582 7027



The Commonwealth of Massachusetts Secretary of the Commonwealth State House, Boston, Massachusetts 02133

February 19, 2020

To Whom It May Concern:

I hereby certify that the records of this office show that

P. J. KEATING COMPANY

a corporation organized under the laws of **Delaware** on **May 12, 1992** was qualified to do business in this Commonwealth on **May 27, 1992** under the provisions of the General Laws, and I further certify that said corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any annual reports required to date.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth

William Travin Galein





PJ KEATING COMPANY 998 RESERVOIR RD LUNENBURG, MA 01462-1646 March 06, 2019 Prequalification Certificate No

K003-57

Dear Contractor:

In accordance with the Regulations Governing Prequalification of Contractors, as approved by the Massachusetts Department of Transportation Prequalification Committee, you are hereby notified that the following class(es) of work and Single Contract Limits (if applicable) have been assigned to you as of the date of this letter. If in the opinion of the Committee you failed to submit proper documentation or have not demonstrated the ability to perform all classes of work requested then you were denied Prequalification Status for that class(es) of work.

Qualified Class of Work

Limit Amount

Qualified Class of Work

Limit Amount

Highway - Construction

\$30,000,000.00

Pavement - Milling And Cold Planing \$30,000,000.00

Pavement - Surfacing

\$30,000,000.00

Bonding Capacity \$300,000,000.00

Bond Single Limit \$100,000,000.00

Expiration Date 3/31/2020

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until March 31, 2020 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to prequal.r109@state.ma.us.

Isigoro DeJesus Perez

Director - Office of Construction Prequalification /

Records & Procedures



P.J. KEATING COMPANY

Asphalt and Crushed Stone 998 Reservoir Road Lunenburg, Massachusetts 01462-0367 Tel: (978) 582-5200 • Fax: (978) 582-7130

During the 2018 construction season we have worked for the following municipalities as use for P.J. Keating Company's reference list:

	Spring 2018 - Winter 2018	\$	534,117.32	701 007-2115
	Chring 2018 - Minter ZU10	7		
, O O		\$	278,898.56	978-386-2424
JCC v C D C C C C C C C C C C C C C C C C		\$	380,892.76	508-832-7814
DIII COYIC			326,826.66	508-759-0640
				508-697-0931
TOTI LUGUC			858,881.41	508-378-1620
30111111011100	Spring 2018 - Wilker 2018	ļ	302,849.45	508-894-1216
JIIIWII / MIGGIOTA			1.809,882.79	781-270-1643
			420,677.46	781-821-5023
VVIIICITT VVC.			273,320.34	339-832-3464
		.1		978-365-4110
CITIO WICCOMO				508-999-0744
Paul Pacheco			348.634.26	774-218-5339
Tom Ferry			366.681.06	508-230-0800
David Field	Spring 2018 - Winter 2018			508-979-4030
John Charbonneau				508-543-1228
Chris Gallagher				508-553-4866
John Bugbee	Spring 2018 - Fall 2018			
Dane Arnold	Spring 2018 - Summer 2018		1 233 666.77	508-839-5335
Brian Szczurko	Spring 2018 - Spring 2019		225 178 57	508-497-9740
John Westerling			765 976 16	978-674-4070
Joseph Assenza			1/8 150 90	978-375-7629
Kevin Bartlett				
Jack Rodriquenz				
Mark Cook	Spring 2018 - Winter 2018		461 108 0	508-528-4990
Robert McGhee	Spring 2018 - Winter 2018		401,130.U.	978-749-4223
Keith Newton		,	334,U14.0.	2 508-833-8002
Paul Tilton			4 017 720	781-784-1525
			1,012,230.43	6 508-646-2835
Brian Martin				
Eben Butler			767,020.0	2 508,291-3100
	Spring 2018 - Summer 2018		/52,323.9	0 791-235-7600
*			863,/15.5	6 078 674-4070
	Summer 2018 - Fall 2018	\$	2,541,808.6	0 3/0-0/4-40/0
	Bill Coyle George Sala Ron Ladue John Haines Shawn Anderson Steve Hildreth William Walsh John Woods Chris McGowen Paul Pacheco Tom Ferry David Field John Charbonneau Chris Gallagher John Bugbee Dane Arnold Brian Szczurko John Westerling Joseph Assenza Kevin Bartlett Jack Rodriquenz Mark Cook Robert McGhee Keith Newton Paul Tilton Eric Hooper Brian Martin	George Sala George Sala Summer 2018 - Spring 2019 Spring 2018 - Winter 2018 Steve Hildreth Spring 2018 - Fall 2018 William Walsh John Woods Fall 2018 - Summer 2019 Spring 2018 - Summer 2019 Chris McGowen Spring 2018 - Summer 2019 Tom Ferry David Field John Charbonneau Summer 2018 - Spring 2018 John Bugbee Spring 2018 - Winter 2018 John Bugbee Dane Arnold Spring 2018 - Summer 2018 Spring 2018 - Fall 2018 John Westerling Joseph Assenza Kevin Bartlett Jack Rodriquenz Mark Cook Spring 2018 - Summer 2019 Spring 2018 - Summer 2019 Spring 2018 - Summer 2019 Spring 2018 - Summer 2018 Spring 2018 - Summer 2019 Spring 2018 - Winter 2018 Spring 2018 - Winter 2018 Spring 2018 - Summer 2019 Summer 2018 - Summer 2019 Spring 2018 - Summer 2019 Summer 2018 - Summer 2019	Steve Beauregard Fail 2018 - Summer 2019 \$ Bill Coyle Fall 2018 - Summer 2019 \$ George Sala Summer 2018 - Winter 2018 \$ Ron Ladue Spring 2018 - Winter 2018 \$ John Haines Spring 2018 - Winter 2018 \$ Shawn Anderson Summer 2018 - Winter 2018 \$ Steve Hildreth Spring 2018 - Fall 2018 \$ William Walsh Spring 2018 - Winter 2018 \$ John Woods Fall 2018 - Summer 2019 \$ Chris McGowen Spring 2018 - Summer 2018 \$ Paul Pacheco Summer 2018 - Summer 2018 \$ Tom Ferry Fall 2018 - Winter 2018 \$ David Field Spring 2018 - Winter 2018 \$ John Charbonneau Summer 2018 - Spring 2019 \$ Chris Gallagher Spring 2018 - Winter 2018 \$ John Bugbee Spring 2018 - Fall 2018 \$ Dane Arnold Spring 2018 - Fall 2018 \$ Brian Szczurko Spring 2018 - Spring 2019 \$ John Westerling Su	Steve Beauregard Fall 2018 - Summer 2019 \$ 380,892.76 Bill Coyle Fall 2018 - Summer 2019 \$ 326,826.66 George Sala Summer 2018 - Winter 2018 \$ 273,070.23 Ron Ladue Spring 2018 - Winter 2018 \$ 858,881.41 John Haines Spring 2018 - Winter 2018 \$ 302,849.45 Shawn Anderson Summer 2018 - Winter 2018 \$ 1,809,882.79 Steve Hildreth Spring 2018 - Winter 2018 \$ 420,677.46 William Walsh Spring 2018 - Winter 2018 \$ 420,677.46 William Walsh Spring 2018 - Summer 2019 \$ 273,320.34 John Woods Fall 2018 - Summer 2019 \$ 273,320.34 Chris McGowen Spring 2018 - Summer 2019 \$ 422,368.64 Paul Pacheco Summer 2018 - Summer 2019 \$ 422,368.64 Tom Ferry Fall 2018 - Winter 2018 \$ 366,681.06 John Charbonneau Summer 2018 - Spring 2019 \$ 121,883.83 John Charbonneau Summer 2018 - Spring 2019 \$ 121,883.83 Dane Arnold Spring 2018 - Winter 2018 \$ 370,074.38 Dane Arnold Spring 2018 - Summer 2018 <td< td=""></td<>

*amounts listed are for work completed in 2018 season not actual contracted values

The P.J. Keating Company has supplied over 3,458,966 tons of crushed stone products and over 1,335,396 tons of asphalt products in 2018. We are prequalified by the MDOT Highway Department for \$500,000,000 in bondable work.

We operate 7 mainline asphalt paving crews and 3 full size milling/cold planing crews and 2 full size highway and commercial grade crews. Additionally, we have numerous pieces of large and small support equipment.

Thank you for the opportunity to quote on your project.

VP of Construction/Assistant Secretary

F:\Bld Information)ፈርባሪያ ያለተፈናላህያ፣ የተጠዋዩዎች አይቀለበጋነ.xls



CORPORATE VOTE

I, Jonathan Olson hereby certify that I am the duly elected President of P. J. Keating Company.

I hereby certify the following is a true copy of a vote taken at a special meeting of the board of Directors of the corporation, duly called, and held on April 12, 2019 at which a quorum of the board was present and voting.

VOTED:

JONATHAN OLSON President, JOHN J. KEATING Vice President/Assistant Secretary, ROBERT W. BOBENHAUSEN Chief Financial Officer/Secretary, JAY REBELLO Treasurer, MICHAEL G. O'DRISCOLL Assistant Secretary, GARY P. HICKMAN Assistant Secretary, ERIC LUNDBERG Assistant Secretary, ANDY BREWER Assistant Secretary, PATRICIA ANN LENCKI Assistant Secretary, WILLIAM B. MILLER Assistant Secretary, DAVID M. TOOLAN Assistant Secretary, DAVID C. LEWIS Assistant Secretary, WILLIAM P. JONES Assistant Secretary, MICHAEL F. DEATON Assistant Secretary of said corporation, are hereby duly authorized and empowered to execute all documents necessary for submittals and further authorizing said representatives to execute any documents which may in their judgment be desirable or necessary to effect the purpose of this vote.

3/11/2020

Jonathan Olson

President



P.J. KEATING COMPANY Asphalt and Crushed Stone

Asphalt and Crushed Stone
998 Reservoir Road
Lunenburg, Massachusetts 01462-0367
Tel: (978) 582-5200 • Fax: (978) 582-7130

Make, Model & Year	Serial Number / Vin	<u>Used for what</u> Prequalification Category	Owned	Leased / Rent
89 Long Haul Trailer	EM0000023891010	Highway Construction	Х	/ Rent
89 Long Haul Trailer	EM0000024891010	Highway Construction	X	
88 Deande Trailer	UT8	Highway Construction	X	
88 Long Haul Trailer	LH1001885X10462	Highway Construction	X	
88 Long Haul Trailer	LH1001885X10463	Highway Construction	X	
05 Premier Constr. Trailer	6B5HD12275H000972	Highway Construction	X	
04 Premier Constr. Trailer	5B5HD12274H001019	Highway Construction	X	
97 Rogers Tilt 20 Ton	1RBK32201VAR22913	Highway Construction	X	
97 Rogers Tilt 20 Ton	1RBK32203VAR22914	Highway Construction	X	
97 Rogers Tilt 20 Ton	1RBK32205VAR22915	Highway Construction	X	
97 Rogers Tilt 20 Ton	1RBK32207VAR22916	Highway Construction	X	
•	5AJWS16163B000152	Highway Construction	X	
04 Magnum Products LLC Wtr Tr	1W9TE20205P342917	Highway Construction	X	
06 Wylie Water Trailer	****	- ·	X	
2016 Wylie1000 Gallon Water Trailer	6VUTV1724GP000014	Highway Construction	^	
05 Peque Utility Trailer	4JASL182X5G111400	Highway Construction	Χ	
05 Peque Utility Trailer	4JASL18226G111974	Highway Construction	X	
06 Peque Utility Trailer	4JASL18236G112244	Highway Construction	Х	
90 Leeboy Tack Wagon	L150T50	Pavement - Surfacing	X	
98 Freightliner FL70 Distributor Truck	1FV6HLAA1WH987489	Pavement - Surfacing	Χ	
14 International 7300 Distributor Truck	1HTZZAAN6EH781932	Pavement - Surfacing	Χ	
15 International 7300 Distributor Truck	1HTZZAAN7FH736259	Pavement - Surfacing	Χ	
2018 Kenworth T370 Tack Truck	2NKHHJ7X5JM188957	Pavement - Surfacing	Χ	
03 Leeboy 250T Tack Distrib	1B9DS091D309121 / 250T-2121	Pavement - Surfacing	Χ	
08 Cimline Matrix 1500 Sealer	1C95M11178M119010	Pavement - Surfacing	Χ	
98 Leeboy Tack Wagon	1187	Pavement - Surfacing	Χ	
98 Leeboy Tack Wagon	1200	Pavement - Surfacing	Χ	
01 Leeboy L250	2035	Pavement - Surfacing	X	
01 Leeboy 250	1B9DS09171D309053	Pavement - Surfacing	X	
06 Cat 140H Grader	CAT0140HCCCA02382	Highway Construction	X	
04 Caterpillar 140G Grader	0140HCCCA00678	Highway Construction	Χ	

Make, Model & Year	Serial Number / Vin	<u>Used for what</u> Prequalification Category	Owned	<u>Leased</u> / Rent
9 Wirtgen 2100 Milling Machine	9210325	Pavement - Milling & Cold Planing	Х	
5 Wirtgen 2200 Milling Machine	5220107	Pavement - Milling & Cold Planing	Χ	
015 Wirtgen Milling Machine W220	5220108	Pavement - Milling & Cold Planing		Χ
011 Wirtgen W100F 4' Milling Machine		Pavement - Milling & Cold Planing	Χ	
5 RX10 Roadtec Trimmer	RX10-137	Pavement - Milling & Cold Planing	Χ .	
2 RX10 Roadlec Trimmer	10128	Pavement - Milling & Cold Planing	Χ	
	33739	Pavement - Milling & Cold Planing	Χ	
96 Rosco Broom Sweeper	38342	Pavement - Milling & Cold Planing	Χ	
03 Rosco RB48 Broom	50182	Pavement - Milling & Cold Planing	Χ	
08 Rosco RB48 Broom	1FVACXBS48HZ85312	Pavement - Milling & Cold Planing	X	
08 FREIGHTLINER BROOM BEAR	141693	Pavement - Milling & Cold Planing	X	
2016 Rosco RB-48A Broom	1FVACXDC97HY37029	Pavement - Milling & Cold Planing	X	
07 Elgin Broom Bear Sweeper	1FVACXDC9/H13/029	Favelhert - Willing & Cold Fishing	•	
93 BG 730 Road Widener	161	Highway Construction	X	
2013 Roadtec SX6E RECLAIMER	SX6E-102		X	
04 Roadtec SB2500C Shuttle Buggy	746	Pavement - Surfacing	X	
09 Roadtec SB2500D Shuttle	1044	Pavement - Surfacing	x	
2016 CAT AP 555F	AP500107	Pavement - Surfacing		Х
2016 CAT AP1055F	TJ500337	Pavement - Surfacing		Х
2017 Caterpillar AP555F	AP500188	Pavement - Surfacing		X
2017 Vogele Super 2000-3i	1174.0116	Pavement - Surfacing		Х
2018 Vogele Super 2000-3i	1174.0145	Pavement - Surfacing		Х
2018 Vogele Super 2000-3i	1174.0147	Pavement - Surfacing		Х
02 Hypac 3/5TN Static Roller	109B15803710 MODEL 330B	Pavement - Surfacing	X	
02 Hypac 3/5TN Static Roller	109B15803709 MODEL C330B	Pavement - Surfacing	Χ	
02 Hypac 3/5TN Static Roller	109B15803742	Pavement - Surfacing	Χ	
06 Hypac C340C Static Roller	901C14603441	Pavement - Surfacing	X	
	C089C6353S	Pavement - Surfacing	Χ	
95 Hypac Roller 10-14	D089C6349S	Pavement - Surfacing	X	
95 Hypac Roller 10-14	901D08906648	Pavement - Surfacing	X	
05 Hypac C350D Static Roller		Pavement - Surfacing	X	
05 Hypac C350D Static Roller	901D08906649	Pavement - Surfacing	X	
06 HYPAC C350D Static Roller	06662	Pavement - Surfacing	X	
06 Hypac C350D Static Roller	06663	Highway Construction	x	
98 Cat 84" Drum Soil Compact	4KN01162	•	X	
98 Cat Vlb Gravel Roller	4KN01247	Highway Construction	X	
05 Cat CS533EFR Vib Compactor	CS533LASL00600	Pavement - Surfacing	^	X
2016 CAT CB66B COMPACTOR	B6600142	Pavement - Surfacing		^

Make, Model & Year	Serial Number / Vin	1 TOGUCATITO ALL TOTAL	Owned Leased / Rent
2016 DD110 Volvo Roller 2016 VOLVO 110B HFA VIB ROLLER 2016 Volvo DD110B HFA VIB ROLLER 2016 Volvo DD110B HFA VIB Roller 2016 Volvo DD110 HFA VIB Roller 2016 Volvo DD110 HFA Asphalt Compa 2016 Volvo DD110 Roller 2018 Volvo DD110C Roller 2018 Volvo DD110C Roller 2018 Volvo DD110C Roller 2018 HAMM HD10CVV 2016 HAMM HD10VV 2016 HAMM HD 10VV 2016 HAMM HD 80IVOS 2016 HAMM HD 80IVOS 2016 HAMM HD 80IVOS 2018 HAMM HD 80IVOS 2018 HAMM HD110I vvhf 2018 HAMM HD110I vvhf 2016 HAMM HD110I vvhf 2016 HAMM HD110I vvhf 2016 HAMM HD 120IVO 2016 HAMM HD 120IVO	285173 285174 285175 285176 285187 c 285188 278050 286038 286038 286039 H2300638 H2300536 H1993805 H1993805 H1860258 H1860241 H1860257 H242.0254 H242.0199 H2070265 H2070245	Pavement - Surfacing	× × × × × × × × × × ×
93 Ingersol Rand Comp 185 02 ingersol P185WJD Port Com 02 Ingersol P185WJD Port Com 06 ingersol Rand P185	237040UGD328 327152UAM221 327153UAM221 WJD369967UDOB34	Highway Construction Highway Construction Highway Construction Highway Construction	X X X

.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

	nis certificate does not confer rights	to th	e cer	tificate holder in lieu of s	uch er	dorsement(s).	•		
PRODUCER Liberty Mutual Insurance Co. National Insurance East					CONTACT NAME:					
1 2000 Westwood Dr.			PHONE (A/C, No, Ext): 715-870-6376 FAX (A/C, No):							
Wausau, WI 54401			(A/C, No.): E-MAIL ADDRESS:							
					AUDK					
www	www.LibertyMutual.com				INSURER(S) AFFORDING COVERAGE					NAIC#
<u> </u>	RED				INSURER A: Liberty Mutual Fire Insurance Company					23035
Р	J. Keating Company (021-LUN)			INSURER B: Liberty Insurance Corporation 42404					42404
9	98 Reservoir Road	,			INSURER C:					
-	unenburg MA 01462				INSURER D:					
					INSURER E:					
느	VED LOTO				INSURI	ERF:				
	VERAGES CE	RTIF	CATI	E NUMBER: 54540834				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUC)	PER POL	REME TAIN, ICIES.	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRAC' THE POLICII REDUCED BY	T OR OTHER I ES DESCRIBEI 'PAID CLAIMS.	DOCUMENT WITH RESPEC	TYAL	ABJICU TUIC
INSR LTR	TYPE OF INSURANCE	INSE	SUBF WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	 }	
Α	COMMERCIAL GENERAL LIABILITY	1		TB2-C81-004095-119		9/1/2019	9/1/2020	EACH OCCURRENCE :	\$ 2,000	0.000
	CLAIMS-MADE ✓ OCCUR	ŀ						DAMAGE TO RENTED	\$ 250.0	
	✓ Primary/Non-Contributory			XCU Coverage Included					\$ 50,00	
	✓ Separation of Insured						+		\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						1		\$ 2,000	
	POLICY V PRO-						ŀ		\$ 2,000	·
	OTHER:		l						\$ <u>,000</u>	,000
Α	AUTOMOBILE LIABILITY	/		AS2-C81-004095-129		9/1/2019	9/1/2020	COMBINED SINGLE LIMIT	\$2,000	000
	✓ ANY AUTO	*							\$,000
Α	OWNED SCHEDULED AUTOS ONLY AUTOS			AS2-C81-054502-529		9/1/2019	9/1/2020	BODILY INJURY (Per accident)		
	HIRED NON-OWNED AUTOS ONLY	l		Physical Damage only:	200		}	PROPERTY DAMAGE	<u> </u>	
	AUTOS ONET			Comprehensive Ded \$10,0 Collision Ded \$10,000	300		i	(Fel accident)	\$ \$	
Α	UMBRELLA LIAB / OCCUR	1		TL2-681-054523-929		9/1/2019	9/1/2020		-	000
ì	✓ EXCESS LIAB CLAIMS-MADE	1.		(General Liability)		0.000	0,02020		\$ 2,000	
	DED RETENTION \$	1		,					\$2,000,000	
В	WORKERS COMPENSATION			WA7-C8D-004095-029		9/1/2019	9/1/2020	Products/Completed Ops s	2,000	,000
- 1	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE Y / N	DEMPLOYERS' LIABILITY V/N ALL OVERENT OLL NID 14/4 1		All except OH, ND, WA, W		3, 112010	37 172020	✓ PER OTH- STATUTE ER		
	OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A							1,000	
ויי	If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-019		9/1/2019	9/1/2020	E.L. DISEASE - EA EMPLOYEE \$		
	DESCRIPTION OF OPERATIONS BRIOW	+	<u> </u>	WI, MN				E.L. DISEASE - POLICY LIMIT \$	1,000	,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedule	e, may be	attached if mor	e space is require	d)		
low	RE: Project: Furnishing of Roadway Improvements at Various Locations - 2020 Town of Natick is listed as additional insured with regards to the general liability, automobile liability, and excess liability policies, where required by written contract. 30-day Notice of Cancellation.									
CER	TIFICATE HOLDER				CANC	ELLATION				
75	wn of Natick West St tick MA 01760				THE	EXPIRATION	DATE THE	SCRIBED POLICIES BE CAN REOF, NOTICE WILL BE PROVISIONS.	ICELLE DELI	:D BEFORE VERED IN
					AUTHOR	IZED REPRESE			•	
					Valerie	Reece	V	recrie V. Ruce	<u>ا</u>	

ACORD 25 (2016/03)

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Lindsey Plattner



Marsh USA Inc. 15 West South Temple, Suite 700 Salt Lake City, UT 84101 801 533-3625 Fax 801 533 3610 Lindsey.Plattner@marsh.com www.marsh.com

MARCH 3, 2020

TOWN OF NATICK 75 WEST STREET NATICK, MA 01760

Subject: P.J. KEATING COMPANY – PREQUALIFICATION FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2020

TO WHOM IT MAY CONCERN:

LIBERTY MUTUAL INSURANCE COMPANY, a corporation under the laws of the State of Massachusetts, with an office and place of business 175 Berkeley St., Boston, MA 02117, represents P.J. KEATING COMPANY for surety bonding needs.

Marsh USA Inc. has worked with P.J. KEATING COMPANY for 20 years. At the present time, P.J. KEATING COMPANY is in a position to consider single projects up to \$50,000,000 within an aggregate limit of \$500,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of P.J. KEATING COMPANY. At the request of P.J. KEATING COMPANY, LIBERTY MUTUAL INSURANCE COMPANY will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between P.J. KEATING COMPANY and LIBERTY MUTUAL INSURANCE COMPANY, and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to P.J. KEATING COMPANY, third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely

Lindsey Plattner

Attorney-In-Fact for LIBERTY MUTUAL INSURANCE COMPANY

A by A. M. Best Financial Size Category A pXV

1912 SURPLING SURPLING SUPPLING SUPPLIN





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8197868

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty is a corporation of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of the State of Indiana Insurance Company is a corporation duly organized under the laws of mutual insurance Company is a corporation duty organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, all of the city of

all of the city of Salt Lake City state of UT each individually if there be more than one named, its true and lawful altorney-in-fact to make execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely obligations, in execute, seat, acknowledge and deliver, for any or its bending a surety and as its act and deed, any and all undertakings, donds, recognizances and other surety disrigations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and altested by the secretary of the Companies in RICIO BID

INSU By:

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David IVI. Carey, Assistan Secretar

OPPORT OF LETAINO LEAVANT County of MONTGOMERY

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed On this 31st day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company and that he as such being authorized so to do execute the foregoing instrument for the EdOn this 31st day of October , 2018 before me personally appeared David M. Carey, who acknowledged nimself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the

COMMONWEALTH OF PENNSYLVANIA

Natural Sent Former Problem Parks
Former Problem Andrew Public
Septem Memory from Morthermory Power,
My Consession Service Sension 26, 2021

Teresa Pasteta, Notary Property of the following By-laws and Authorizations of The Ohio Casualty Insurance Company. Liberty Mutual Section 1985.

ARTICLE IV - UPFICERS: Section 12, Power of Automey.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the Any onicer or orner orners or the Corporation authorized for that purpose in whiting by the Challman of the President, and subject to such infinitions as the Challman of the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely President may prescribe, snan appoint such anomeys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, sear, acknowledge and deriver as surery any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall any and an unuerakings, conds, recognizances and other surely congations. Such attorneys-in-ract, subject to the immanders set form in their respective powers or attorney, snati have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such nave run power to bind the corporation by their signature and execution of any such instruments and to attach mereto the sear of the corporation, which is executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the insurance in strain to a surroung as it signed by the Freshoeth and allessed to by the secretary. Any power of authority granted to any representative of a provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

ARTICLE Atti — Execution of Contracts: Section 5. Surety bonds and Undertakings,
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may shall appoint such attorneys. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all presonce, snall appoint such attorneys-in-lact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and believe as surely any and an undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have tingertakings, points, recognizances and other surety obligations. Such attorneys-in-ract subject to the limitations set form in their respective powers of attorneys and risk power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such and an hobali of the Company to make avocate soal and company and deliver as surely any and all undertakings honds. certificate or Designation — The President of the Company, adding pursuant to the Dylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in- fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds,

Authorization — By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant and bridge of the Company wherever appearing upon a contilled convert any assistant to the Company in companion with a walk board, shall be valid and binding Authorization — By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant the Company with the same force and office as though manually officed.

Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance

2020







Renee C. Llewellyn, Assistant Secretary

S-12873 LMIC OCIC WAIC Multi Co 062018

ADDENDUM 1 March 3, 2020

INVITATION TO BID SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS -2020

All Bidding parties must acknowledge receipt of Addendum 1 in their Bid Documents.

The initial date for accepting bids has been changed:

Sealed Bids shall be received until 11:00AM local time Wednesday March 11, 2020

The original text in the Invitation to Bid under Item 2B (on page 7 of 53) (Cold Plane Pavement)

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. The CONTRACTOR shall be responsible for removing and disposing of extra material.

The language under Item 2B SHOULD READ

The work under this item shall conform to the relevant provisions of **Section 415** of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges 2020.

The CONTRACTOR shall furnish and install all labor, materials and equipment necessary for Standard Milling to the depth specified in the plans. Milled material shall become the property of the CONTRACTOR.

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ADDENDUM NO. 1 - ROADWAY IMPROVEMENTS 2020 - PLEASE ACKNOWLEDGE RECEIPT!!!!

1 message

Wed, Mar 4, 2020 at 8:39 AM

To: steve johnson <stevemurraypave@gmail.com>, Rick Amirault <ricka@drpaving.com>, Samantha Hayes <samantha@massbroken.com>, bshalek@iwharding.com, Bridget Regan <bri>bridget.regan@indusinc.com>, addenda <addenda@projectdog.com>, Shelley O'Rourke <SORourke@lorussocorp.com>, Mark Welch <Mark.Welch@aggregate us.com>, Prime Vendor <primevendor124@gmail.com>, Karen Cotoni <Karen@alliedpavingcorp.com>, pturla@mackaycompanies.com, Maria Alicata <malicata@jhlynch.com>, Todd Nedzweckas <todd@garrityasphalt.com> Justin Felisco <justin.felisco@constructconnect.com>, "Woodhouse Britany (PJ Keating)" <bwoodhouse@pjkeating.com Kristen McCaffrey <Kristen@lazaropaving.com>, Elin Carbonneau <ecarbonneau@deccorp.com> Cc: "Bill Chenard," <chenard@natickma.org>, Jeremy Marsette <jmarsette@natickma.org>, Tom Hladick <thladick@natickma.org>, William McDowell <wmcdowell@natickma.org>, John Digiacomo <jdigiacomo@natickma.org>

Good morning!

Please find attached addendum no. 1. Please reply to confirm receipt. You will also need to acknowledge this ADDENDUM No. 1 in your bid form. FAILURE TO ACKNOWLEDGE ADDENDA IN YOUR BID FORM MAY CAUSE DISQUALIFICATION OF YOUR BID!

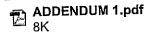
Please note that we have answer a substantive issue. We are extending the bid deadline to 11 AM on Wednesday, March 11, 2020 to give adequate time to adjust your bids. We have reviewed this issue with the Bid Unit of the AG's office, which has sanctioned this approach.

Thank you for your attention.

Very truly yours,

Bryan Le Blanc

Bryan R. Le Blanc Procurement Officer Town of Natick 75 West Street Natick, MA 01760 bleblanc@natickma.org (508)-647-6438



Town of Natick Natick, Massachusetts

INVITATION FOR BIDS

FOR

SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2020

February 6, 2020

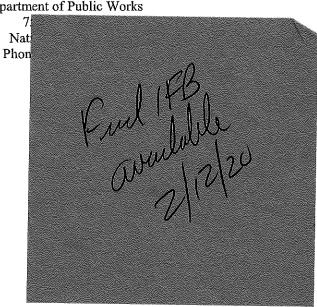
BIDS DUE:

March 5, 2020, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick c/o Bryan LeBlanc Procurement Director Department of Public Works



TOWN OF NATICK NATICK, MASSACHUSETTS 01760

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for Services Related to The Furnishing of Roadway Improvements at Various Locations - 2020. Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids ("IFB") may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday, February 12, 2020. Sealed Bids will be received until 11:00A.M., local time, March 5, 2020, at the Department of Public Works, 75 West Street, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening.

This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, and gasoline. The base price for liquid asphalt on this project is \$535.00 per ton (Jan. 2020). The base price for diesel fuel is \$2.451 per gallon and for gasoline is \$2.063 per gallon. (Dec. 2019). Award subject to appropriation and vote of the Natick Board of Selectmen.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Board of Selectmen (hereinafter "the Town of Natick" or "the Town"), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2020.

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified.

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Wednesday February 12, 2020.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Wednesday on February 26, 2020. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2020" shall be received by 11:00 A.M. local time, March 5, 2020, at this address:

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

The Town of Natick <u>will not</u> reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if his/her/its Bid is accepted, then it shall enter into a Contract with the Town of Natick which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2020". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional

information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Bryan LeBlanc Procurement Officer Department of Public Works 75 West Street Natick, MA 01760.

Questions regarding this IFB shall be submitted in writing and shall be delivered by the close of business by 4:00P.M., local time, Wednesday on February 26, 2020. Questions may also be submitted to the attention of Bryan LeBlanc at the following email address: bleblanc@natickma.org or at the following fax number: 508-647-6560. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

Section 3. Background & Specifications

A. Locations of Road Improvements in the Work

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations. At the discretion of the Town of Natick, other streets and/or areas of work may be added to this list.

Possum Hollow Lane

See attached plan entitled "Roadway Improvements at Various Locations -2020, Possum Hollow Lane" Sheet 1.

Purington Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2020, Purington Avenue." Sheets 2 - 4.

Rabbit Run Road

See attached plan entitled "Roadway Improvements at Various Locations -2020, Rabbit Run Road" Sheet 5.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Ridge Avenue" Sheets 6 & 7.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Laurie Lane" Sheet 8.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Liberty Street" Sheets 9 - 12.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Mark Street" Sheets 13 - 15.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Buckskin Lane **Buckskin Lane** Sheets 16 & 17.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Clearview Drive." Sheets 18 -20.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Juniper Lane" Sheet 21.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Sundance Way" Sheets 22 & 23.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Clover Lane" Sheets 24 & 25.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Clover Terrace" Sheets 26 & 27.

See attached plan entitled "Roadway Improvements at Various Locations -2020, Morningside Morningside Avenue Avenue" Sheets 28 - 31.

Woodleigh Road

See attached plan entitled "Roadway Improvements at Various Locations -2020, Woodleigh Road" Sheets 32 & 33.

Deepwoods Drive

See attached plan entitled "Roadway Improvements at Various Locations -2020, Deepwoods Drive" Sheets 34 & 35.

Eliot Hill Road

See attached plan entitled "Roadway Improvements at Various Locations -2020, Eliot Hill Road" Sheets 36 - 44.

Merifield Lane

See attached plan entitled "Roadway Improvements at Various Locations -2020, Merifield Lane" Sheets 45 & 46.

Woodcock Path

See attached plan entitled "Roadway Improvements at Various Locations -2020, Woodcock Path" Sheet 47.

Grist Mill Lane

See attached plan entitled "Roadway Improvements at Various Locations -2020, Grist Mill Lane" Sheets 48 & 49.

Chalcom Circle

See attached plan entitled "Roadway Improvements at Various Locations -2020, Woodcock Path" Sheet 50.

Bennett - Hemenway School Parking Area

See attached plan entitled "Roadway Improvements at Various Locations -2020, Ben-Hem School Parking Area" sheet 56.

High School Field Parking Lot

See attached plan entitled "Roadway Improvements at Various Locations -2020, High School Parking Area" sheet 52.

Adams Street

See attached plan entitled "Roadway Improvements at Various Locations -2020, Adams Street" sheet 53.

B. Performance Standards Applicable to the Work

All materials and methods of construction shall conform to the requirements of the latest edition of "Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways and Bridges", (hereinafter referred to as "M.H.D. Specifications") and these specifications.

Where there is a conflict between these technical specifications and the M.H.D. Specifications, the M.H.D. Specifications shall prevail.

THE BELOW BID ITEM DESCRIPTION REFERS TO EACH ITEM LISTED IN THE BID FORM ATTACHED HERETO IN APPENDIX 1.

Item No. 1A through Item No. 1E

The work under these items shall conform to the relevant provisions of Section 460 and Section 701 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The unit price for items 1A through 1E shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Natick Town Engineer ("the Town Engineer"). The unit price for item 1B and 1C shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. The unit price for item 1D shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. The unit price for item 1E shall include only full compensation for the placement of a single compacted layer of 2.5 inches of bituminous pavement. All costs associated with the excavation of the trench shall be paid under Bid Item 9C.

Item No. 2

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. Included in the unit bid price shall be all costs associated with the delivery of all excess pulverized materials to the Town of Natick gravel pit at 17 Oak Street.

Item No. 3

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated) Specifications".

The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer.

The work under these items shall conform to the relevant provisions of Section 500, and Section 580 of Item No. 4A through Item No. 4C the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways

The unit price for items 4A and 4B shall constitute full compensation for all materials, labor, and equipment required to place Type VA4 Straight, and Type VA4 Curved granite curbing respectively, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 4C shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer.

The work under this item shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm".

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth Item No. 6A through Item No. 6C of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons.

Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 6A.

Item 6C shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 4 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be Federal Color No. 3353 (Federal Yellow). The panels shall be installed in accordance with the manufacture's recommendations.

Item No. 7A through Item No. 7D

The work under these items shall conform to the relevant provisions of Section 220 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings.

Item No. 8

The work under this item shall conform to the relevant provisions of Section 402 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Processed gravel for sub-base will be paid for at specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer.

Item No. 9A through No. 9C The work under these items shall conform to the relevant provisions of Section 120 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. The unit price of item 9C shall include all labor, materials, equipment, and incidental costs required for cutting, excavating, and disposal of all existing pavement material, as directed by the Town Engineer, in preparation in the placement of trench patch materials.

The Successful Bidder will be paid any specified contract unit price for all loam borders, complete inplace, as specified or as directed by the Town Engineer. This work shall conform to the specifications entitled "Loam & Seed Borders".

The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer.

The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The Contractor shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control services are mandated by the Town of Natick. The work of this section shall be measured per hour of police officer detail work. Costs associated with overtime pay for police details when used for the Contractor's convenience or due to Contractor negligence shall be paid by the Contractor with no reimbursement from the Town. The Contractor shall not reimburse any town or police department for administration,

processing or similar fees invoiced to the Contractor. Any fees as previously described paid by the Contractor will not be reimbursed by the Town of Natick. All reimbursement shall be made through payment requests and shall be accompanied by proof of payment by the Contractor.

There shall be no additional cost to the Town if the Contractor works more than 8 hours per day. The Contractor will only be reimbursed for Police Details up to 8 hours per day, per detail officer. It is the Contractor's responsibility to ensure all work requiring police details is complete within the 8 hour police detail shift. The Contractor will not be reimbursed for overtime charged by the police details unless approved by the Town.

The work for this item shall conform to the relevant provisions of Section 860 of the Commonwealth of Item No. 13 and 14 Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, and the following: The white 12" wide crosswalk and stop lines shall be installed in the location shown on the plans. The stop line shall be parallel to the crosswalk line.

All edge lines and centerline makings shall be 4" wide (minimum).

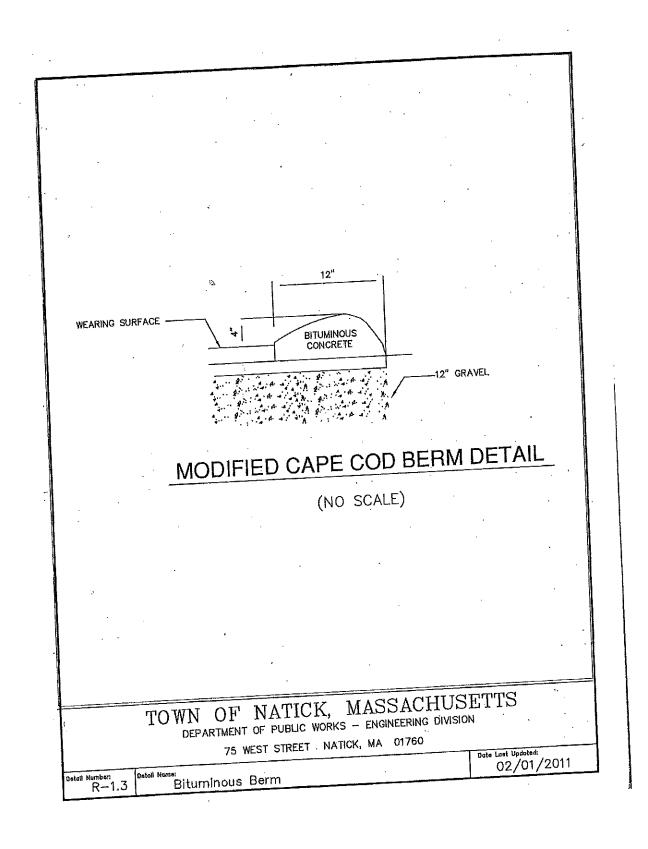
The unit price for this item shall constitute full compensation for all materials, labor and equipment required to furnish and place roadway traffic markings as specified.

Item No. 15

The work for this item shall conform to the relevant provisions of Section 850 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, NCHRP 350 and the MUTCD (most current edition) for streets and highways, Traffic Controls for Construction

The work under this item shall conform to the relevant provisions of Section 201 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and install the 30" diameter manhole based on "Shea Concrete Products or approved equal. 30" diameter basin shall be placed on minimum 6" bed of 3/4" washed stone set to true grade.

The work under this item shall conform to the relevant provisions of subsection 221 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor and equipment required to replace inadequate/broken castings as directed on the plans.



Stone Seal (Treated) Specifications

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated SCOPE OF WORK stone on properly prepared bituminous streets in the town of Natick in accordance with the detailed requirements set forth below. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

DETAILED REQUIREMENTS

<u>Materials</u>

a. Liquid Asphalt

Liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex). RS-2 (3% Latex), HFMS (3% Latex) or MC-3000 conforming to AASHTO specifications M208, M140 or M82.

b. Latex Additive

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the

complete and balanced blendary		
awarding authority.		Cationic
awarding.	Anionic	(76 +/- 2/
	(76 +/- 2/	24 +/- 2)
Monomer Ratio	24 +/- 2)	59
(Butadiene/Styrene)	67	4.8
Solids, min %	5.2	0.1%
Solids, min lbs/gal	0.1%	4.0-5.5
Coagulum	9.5-10.5	5000 max
	800-2000	
Brookfield Visc. (Model K.V., "	11 -4	Excellent
Spindle (a) 20 KPWI)	Excellent	
Mechanical Stability		

Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2% to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

hall be obtained by a tribe	
D. anirad S	tone Gradation
9.5 mm	(3/8 Stone)
Sieve Size	70 T d35M-B
12.5 mm (1/2")	100
9.5 mm (3/8")	85-100
6.3 mm (1/4")	10-60
6.3 mm (1/4)	0-25
4.75 mm (#4)	0-5
2.36 mm (#8)	

Maximum passing 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

The quantity of asphalt material to be used shall be in the range of 1.6 to 2.3 liters per square meter (0.35 to 0.50 gallons per square yard), or the quantity of MC-3000 to be used shall be in the range of 1.1 to 1.6 liters per square meter (0.25 to 0.35 gallons per square yard). Cover aggregate shall be spread in the range of 11 to 16 kilograms per square meter (20 to 30 pounds per square yard). The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

a. Asphalt Distributor

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square meter (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in .3 meter (one foot) increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

b. Asphalt Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 4.5 meters (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0-6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalttreated road surfaces until the stone has been properly applied. To maintain constant stone application, a self locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over

c. Rollers

At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons), and contact pressure adjustable from 1,400 to 2,000 kPa (200 to 300 psi).

d. Trucks

Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver treated stone to the spreader.

Construction Methods

a. Streets to be Treated

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the Town of Natick in accordance with the contract specifications. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

b. Surface Preparation

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (Valve covers, manhole covers, drop inlet gratings, etc) will be the responsibility of the contractor with payment made under separate bid items.

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

The Contractor shall protect manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas against the application of the surface treatment materials.

c. Weather Limitations

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10° C (50° F).

d. Spreading Asphalt and Treated Stones

Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH TREATED STONE.

e. Rolling

Initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.

Traffic Control

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/h (20 mph) should be maintained for a period of two (2) hours.

Surplus Aggregate

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

Loam and Seed Borders

Loam Borders shall be built or rebuilt between the inside edge of the curbing and the edge of the sidewalk in locations designated by the Engineer. The depth of the loam shall be six inches measured in its finished state. The finished grade of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade. The same shall apply on the inside edge of the curb. Lawns adjacent to the walk being built that do not meet the proposed line or grade shall be regraded to meet the proposed line and grade.

Loam shall be clear, rich, dark colored loam, friable, reasonably well supplied with plant food, free from excess swamp **MATERIALS** much, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this work shall be approved by the Engineer.

Limestone shall be ground limestone that will pass a number 20 sieve and at least 75% will pass a number 100 sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:

Nitrogen Avail. Potash Acid Water Soluble Potash	10-6-4 10% min 6% min 4% min	8-6-4 8% min 6% min 4% min	7-7-7 7% min 7% min 7% min
Water Bordere 1		1 1 £ com	organic material.

At least 50% by weight of the nitrogen content of the fertilizer shall be derived from organic material.

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. Grass seed shall conform to the requirements of the following table:

ight. Grass seed shall conform to	the requirements of the		Purity Minimum
	Proportion 50%	Germination Min. 85%	95% 90%
Creeping Red Fescue Kentucky Blue	25%	85% 90%	98%
Domestic Rye Red Top	10%	85% 85%	92% 96%
Ladino Clover	5%		

The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the

The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

METHOD OF CONSTRUCTION

The loam borders shall be excavated to subgrade six inches below and parallel to the finished grade. Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place a depth of four inches. On this layer of loam, ground limestone shall be spread at the rate of one half pound per square yard and thoroughly incorporated into the loam for the total depth by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five days shall elapse after the application of the ground limestone and then fertilizer shall be spread on the top layer of loam at the rate of two tenths of a pound per square yard. The full depth of the loam shall then be spades, harrowed and graded to the finished grade.

After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths pounds to each one hundred square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred pounds per foot of width.

The Contractor shall insure a good catch of grass. He or she shall reloam, regrade, and reseed any area which in its opinion of the Engineer requires such.

METHOD OF MEASUREMENT

Measurements taken for payment shall be by the square yard of the finished work, complete in place.

BASIS OF PAYMENT

The Contractor will be paid the contract unit price per square yard for all loam borders, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer and as specified herein.

Notice to Owners of Utilities

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

The following are the names of owners and representatives of the principal utilities affected; however, the Town of Natick does not guarantee completeness of this list:

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6551 William McDowell, Town Engineer

Natick Police Department 508-647-9550 Natick Fire Department 508-647-9550

Eversource Gas Chris Howard 157 Cordaville Road Southborough, MA 01772 508-305-6822

Eversource Electric Christine Cosby 157 Cordaville Road Southborough, MA 01772 508-305-6989

Verizon 385 Myles Standish Blvd. Taunton, MA 02780 Karen Nunes, 508-828-6437

COMCAST 330 Billerica Road Chelmsford, MA 01824 Pam Letizi, 603-695-1412

The Successful Bidder shall make his/her/its own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as result of his/her/its operations.

The Successful Bidder shall notify "MASS DIG SAFE" and procure a DIG SAFE NUMBER of each location prior to disturbing ground in any way.

"DIG SAFE" CALL CENTER - TELEPHONE NUMBER 1-888-344-7233

D. Protection of Utilities and Property

The Successful Bidder, in constructing or installing facilities alongside or near storm drains, gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, shall, at his/her/its expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Successful Bidder shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his/her/its acts or elect, and shall leave them in the same condition as they structures caused by his/her/its acts or elect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Successful Bidder existed prior to commencement of the work. In case of damage to utilities, the Successful Bidder shall promptly notify the utility owner and shall, if requested by the Town Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Successful Bidder may be utility. Pipes or other structures damaged by the operation of the Successful Bidder may be borne by the Successful Bidder, without compensation therefor.

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 Town, to do the work called for under any contract awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services such awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services utilities and structures and the Town will, as soon thereafter as reasonable, cause the position of utilities to be changed or take such other actions deemed suitable and proper. If live service the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Successful Bidder shall not connections are to be interrupted by excavations of any kind, the Successful Bidder shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

E. Provisions for Travel and Prosecution of the Work

The work shall be accomplished in a manner, which safely maintains traffic on all project roadways.

The Successful Bidder shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

F. Public Safety and Convenience

The Successful Bidder shall be required, without additional compensation, to provide safe and convenient address to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under any contract awarded pursuant to this IFB. There will be no additional compensation provided for cleaning such spillage/tracking.

Protection and Restoration of Properties G.

In areas where mature trees abut or are close to existing pavements to be excavated, or reclaimed, or trenches to be excavated for utilities, the Successful Bidder shall notify the Town of Natick Tree Warden ("the Tree Warden") prior to commencing work. The Town Engineer will arrange for the Tree Warden to inspect the trees and determine the proper methods of protection. Excavations near trees to be maintained shall be carefully done to expose the tree roots with a minimum of damage. The Successful Bidder shall prune and paint the exposed roots under the direction of the Tree Warden. If any excavation or other work is performed by the Successful Bidder prior to the Tree Warden's inspection which, in the Tree Warden's judgment, damages the tree roots, trunk or branches to the extent that the tree cannot be expected to survive, then the Successful Bidder shall remove the tree and replace it with a new tree of specie and size as directed by the Tree Warden at no additional cost to the Town.

Property Bounds Н.

The Successful Bidder 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 Successful Bidder, the bound shall be replaced and/or realigned by a registered land surveyor employed by the Successful Bidder, as directed by the Town, at no cost to the Town.

Traffic Control

A minimum of two travel lanes shall be provided during non-working hours. Traffic may I. be reduced to one lane for short periods of time during working hours with the approval of the Department of Public Works and the Police Department and with adequate police direction.

The work under any contract awarded pursuant to this IFB shall be performed on heavily traveled roadways. The Successful Bidder shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures deemed necessary by the Department of Public Works and or Police Department for the protection of motorists, pedestrians, and the Successful Bidder's own personnel. All costs in connection with these measures shall be included in various payment items of any contract awarded pursuant to this IFB, and no additional compensation will be made as a result of such costs.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only for working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Successful Bidder shall complete the binder course of each pavement repair on the same workday on which the repair was begun unless otherwise approved by the Town Engineer. No separate payment will be made for temporary backfilling and re excavation, but all costs in connection therewith shall be included in the unit prices bid for the respective patching items.

If, as a result of deterioration of pavement repairs, the roadways becomes hazardous, in the judgment of the Town, to vehicular or pedestrian travel, the Successful Bidder shall be notified and shall immediately reconstruct or repair the work to eliminate the hazard. If the Successful Bidder's forces are not available, the Town will perform the necessary work, and the Successful Bidder shall reimburse the Town for all cost in connection therewith.

J. Work Done by Others

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies. The Successful Bidder shall be responsible for coordinating all utilities adjustments with each of the private utility companies and fully responsible for payment of all permit fees and construction costs associated with this work as required by the respective utility company.

K. Disposal of Surplus Excavated 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 Successful Bidder and shall be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

L. Safety and Health Regulations

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)."

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for

each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

Quantities estimated and listed in the bid forms for the above referenced items were generated for comparison bids only and are not guaranteed by the Town. All work done and all materials supplied under this CONTRACT shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988; the Supplemental Specifications, dated December 11, 2002; Standard Special Provisions dated April 21, 2005; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways; the 1996 Construction and Traffic Standards Details; the 1968 Standard drawings for Traffic Signals and Highway Lighting, all as amended, and the specifications contained on the following pages.

Successful Bidder's Personnel M.

The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass preemployment criminal background screening.

The Successful Bidder shall provide the Town with the following information:

- Name, business address, telephone and cell phone numbers of the president and 1. foreman.
- Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town of Natick and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

Environmental Conditions

Fresh concrete shall be adequately protected from freezing, rapid hydration, heavy rains, flowing water, mechanical injury and/or vandalism. In the event of sudden rains, the Town Engineer may permit the placement of concrete already on-site or in transit, provided that the Successful Bidder has already on hand sufficient materials to properly tent or otherwise protect the work. The subgrade shall be properly protected and concrete shall not be placed in pools of water or upon frozen surfaces. Such permission, as noted above, shall in no way relax the requirements for quality and appearance of the work. Delivery of concrete to the site shall be timed to allow for finishing all work during daylight hours.

Traffic Police O.

Under the unit price for this bid item, the Successful Bidder shall make the necessary arrangements with the Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the project. The Successful Bidder shall sign all Police detail slips. The Successful Bidder shall pay the Police Department directly prior to being reimbursed by the Town.

Monthly Price Adjustments P.

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$ 535.00 per ton

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$2.390 per gallon and for gasoline is \$2.060 per

(per MassDOT 12/6/2019)

MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES

This provision applies to all projects using greater than one hundred (100) tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Form of General Bid Items 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.

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 Mass Highway website at http://www.mhd.state.ma.us/. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway 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. Mass Highway 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 Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

New and Old Asphalt Period Price Methods The paragraphs below apply to both the New and the Old Asphalt Period Price Methods.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in any contract awarded pursuant to this IFB. 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 five percent (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 an approved extension of time.

MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

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

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

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (https://www.mass.gov/service-details/2019-massdot-contract-priceadjustments 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 five percent (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

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment 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 (Both Factors used) 0.29 Gallons / CY for Diesel 0.15 Gallons / CY for Gasoline

Surfacing Work: All Items containing Hot Mix Asphalt 2.90 Gallons / Ton for Diesel Does Not Apply for Gasoline

Measurement and Payment

In general, payment will be made for CONTRACT work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the OWNER and Contractor which has been completed and

Each application for payment will indicate the total of a minimum 5 percent retainage held by the Owner approved. on the total of all work completed under the contract and approved for payment to date.

Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, the OWNER shall submit to the CONTRACTOR payment for the quantity of work completed with the following deductions:

- 1. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
- 2. Less the estimated cost of completing all incomplete and unsatisfactory work item.

Contract Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2020. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2020, unless previously agreed to, in writing by the Town.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

- A fully executed Bid Form (Appendix 1) (which shall include certification of the 1. following:
 - Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the A. status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable В. State and Federal permits, licenses, and approvals.)
 - Bidder provides a Town approved Foreman, who shall be present at the C. work site at all times.
 - Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the D. Town.
 - Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall E. eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
 - Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least F.

- six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies 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 ten (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.
 - P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

- 2. A fully executed Certificate of Non-Collusion. (Appendix 2)
- 3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
- 4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
- 5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
- 6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
- 7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
- 8. A full executed Certificate of Non-Debarment. (Appendix 8)
- 9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
- 10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
- 11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
- 12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Improvements at Various Locations - 2020" shall be received by 11:00A.M., local time, March 5, 2020, at this address:

Town of Natick

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. Bids received after that date and time will be rejected.

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the

Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its work including, without limitation, statutes, bylaws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

The Successful Bidder shall keep in force throughout the term of the Contract and any Section 8. Insurance extension or renewal thereof the amount of insurance described in the Contract which is a part of this IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Section 9. Indemnification

The Successful Bidder shall assume the indemnification responsibilities described in the Contract which is a part of this IFB and is incorporated herein by reference.

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 12. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The use of alcoholic beverages, narcotics, controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Bidder, his/her/its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

Section 14. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall, subject to his/her/its confidentiality and privacy obligations owing to his/her/its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

Section 15. Appendices

- **Bid Form** 1.
- Certificate of Non-Collusion 2.
- Certificate of Tax Compliance (M.G.L. c.62C, §49A) 3.
- Conflict of Interest Certification (M.G.L. c.268A) 4.
- Certificate of Corporate Bidder 5.
- Certificate of Compliance with M.G.L. c.151B 6.
- Certificate of Compliance with EEO/AA/SDO provisions 7.
- Certificate of Non-Debarment 8.
- Prevailing Wage Rates 9.
- Form of Contract 10.

APPENDIX 1 TOWN OF NATICK BID FORM (9 pages)

Ine undersigned nereby submits a sealed old for the furnishing of Roadway Improvements at Various Locations - 2020.		
Printed Name of Bidder:		
	Address:	
	Bidder acknowledges receipt of Addenda One Two Three Four	
	idder hereby pledges to deliver the complete scope of services required for the Main Bid for the price shown below:	
Fotal 1	Price in Words:	
Fotal 1	Price in Numbers:	
Unit P	Prices, which will not be directly used for purposes of award, are as shown on the following	

	R LUMP SUM RICE BID IN BOTH VORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
1A.	Bit. Conc. Binder Course, per ton.	5,460 Tons	\$
1B.	Dollars and	680 Tons	\$
1C.	Dollars and	6840 Tons	\$
1D.	Dollars and Cents (\$) Bit. Conc. Driveway Apror Wheelchair Ramps, & Sidewalks, per ton.	ns, 740 Tons	\$
1E	Dollars and	hes 300 Tons	\$
2	Dollars and	38,000 S	.Y. \$
	Cents (\$)	

TEEM I	R LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
3.	Single Treated Stone Chip Seal, per square yard	25,680 S.Y.	\$
4A.	Dollars and	1,960 L.F.	\$
	Type VA4, per linear foot Dollars and Cents (\$)		
4B.	Granite Curbing Curved, Type VA4, per linear foot	2,780 L.F.	\$
4C.	Dollars and	800 L.F.	\$
4D.	Dollars and Cents (\$) R & D Concrete Curbing Discard	1,500 L.F.	\$
5.	Dolars and	2,000 L.F.*	\$
	Dollars and Cents (\$)		

ITEM	OR LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
6A.	Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard	600 S.Y.	\$
	Dollars and Cents (\$)		
6B.	Cement Concrete Driveway Aprons, per square yard	100 S.Y. *	\$
	Dollars and Cents (\$)		
6C.	Cast in Place, 2'x 4' Tactile Warning Panels, per each	78 EA.	\$
	Dollars and Cents (\$)		
7A.	Adjustment Sewer & Drain Castings, per each	350 EA.	\$
	Dollars and Cents (\$)		
7B.	Adjustment Water Gate Bo Castings, per each	x 143 EA.	\$
	Dollars and Cents (\$)		
7C	. Rebuild Sewer & Drain Structures, per vertical foo	90 V.F.* ot	\$
	Dollars and Cents (\$)		
7E	 Remodeled Sewer & Drai Structures, per each 	n 20 EA.	\$
	Dollars and		

ITEM	OR LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
8.	Processed Gravel for Sub-Base per cubic yard	e, 2,400 C.Y.	\$
	Dollars and Cents (\$)	1,186 C.Y.	\$
9A.	Earth Excavation, per cubic yard	1,200 -	
	Dollars and		
9B.	Class A Rock Excavation, per cubic yard	2 C.Y. *	\$
	Dollars and		
9C.	Trench Excavation, per cubic yard	380 C.Y.*	\$
	Dollars and		
10	. Loam & Seed Borders, per square yard	16,900 S.Y.	\$
	Dollars and Cents (\$)		0
11	. Calcium Chloride – Dust C per pound	ontrol 8,000 LBS	\$
	Dollars and Cents (\$)		
12	2. Natick Police Details, per man-hour Fifty Dollars and Zero Cents (\$50.00)	1,500 MH*	* <u>\$75,000.00</u>

NO. WO	LUMP SUM ICE BID IN BOTH ORDS AND FIGURES vement Markings 12 inch aint)Per linear foot	ESTIMATED QUANTITY 1,950 L.F.	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY) \$
14. P	Oollars and Cents (\$) avement Markings 4 inch Paint)Per Linear Foot	5,000 L.F.	\$
15.	Cents (\$) Traffic Controls for Construction Lump Sum	uction L.S.	\$
16.	Dollars and	" diameter) 3 EA.	\$
17A.	Dollars andCents (\$Catch Basin Frame and C		\$
17B	Dollars and Cents (\$ Manhole Frame and Cov)	\$
	Dollars and Cents (\$		* \$
18	6' wide Vertical Granit type VB 4 Dollars and Cents (\$		
	Cems (4	. 1 7/01	ues Used For Comparison of Bids.

^{*} Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)

- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status).
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies 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 ten (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.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature	
Printed Name	
Printed Title	
Date	
If a Corporation: Full Legal Name	
Officers of Corporation and Addresses	
State of Incorporation	

rincipal Place of Business
Telephone Number Qualified in Massachusetts Yes No Principal Place of Business in Massachusetts
Telephone Number Full Legal Name of Surety Company
Principal Place of Business of Surety Company
Telephone Number
Admitted in Massachusetts Yes No
Place of Business in Massachusetts
Telephone Number

Appendix 2 CERTIFICATE OF NON-COLLUSION

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

Name of Bidder	
Address of Bidder	
	_
Telephone Number	
Ву:	
(Signature)	
Printed Name	
Printed Title	•
Printed Title	
Date	_
17410	

Appendix 3 CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C,§49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder
Address of Bidder
Telephone Number
Ву:
(Signature)
Printed Name
Printed Title
Date

Appendix 4 CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

- 1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
- 2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
- 3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
- 4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
- 5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Nan	Name of Bidder		
Add	lress of Bidder		
Tele	ephone Number		
Ву:			
	(Signature)		
	Printed Name		
-	Printed Title		
	Date		

Appendix 5 CERTIFICATE OF CORPORATE BIDDER

I,	, certify that I am the Clerk of the Corporation Form; that, who signed said Bid on of said Corporation and was duly d that I know his/her signature thereto is genuine.
(Corporate Seal)	
Name of Bidder	-
Address of Bidder	-
T. L. Lana Number	- -
Telephone Number	
By:(Signature)	-
(Signature)	
Printed Name	
Printed Title	
Date	-

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6 CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder
Address of Bidder
Telephone Number
By:
(Signature)
Printed Name
Printed Title
Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder
Address of Bidder
Telephone Number
-
Ву:
(Signature)
Printed Name
Filmed Name
Printed Title
Date

Appendix 8 CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder
Address of Bidder
Telephone Number
By:(Signature)
Printed Name
Printed Title
Date

Appendix 9 PREVAILING WAGE RATES

(SEE ATTACHED DOCUMENT.)



GOVERNOT

KARYN E. POLITO

THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Interim Director

Awarding Authority:

Town of Natick, Massachusetts

Contract Number:

City/Town: NATICK

Description of Work:

Invitation for Bids Roadway Improvements Various Locations 2020 Natick, MA 01760

Job Location:

Various Locations, Natick, MA 01760

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 criminal penalties.

Issue Date: 02/05/2020 **Wage Request Number:** 20200205-069

assification	Effective Date	Base Wage	Health []]		Supplemental Unemployment	Total Rate
onstruction		40.4.05	\$12.41	\$13.72	\$0.00	\$60.38
AVI E) DRIVER - EQUIPMENT	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$61.28
AMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.78
	08/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$63.68
	06/01/2021	\$35.95	•	\$14.82	\$0.00	\$64.18
	08/01/2021	\$35.95	\$13.41 \$13.41	\$16.01	\$0.00	\$65.37
	12/01/2021	\$35.95		\$13.72	\$0.00	\$60.45
AXLE) DRIVER - EQUIPMENT	12/01/2019	\$34,32	\$12.41	\$13.72	\$0.00	\$61.35
EAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.85
	08/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	12/01/2020	\$35.22	\$12.91		\$0.00	\$63.75
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$64.25
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$65.44
	12/01/2021	\$36.02	\$13.41	\$16.01		\$60.57
4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2019	\$34.44	\$12.41	\$13,72		\$61.47
FEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2020	\$35.34	\$12.41	\$13.72		\$61.97
	08/01/2020	\$35.34	\$12.91	\$13.72		\$63.07
	12/01/2020	\$35.34	\$12.91	\$14.82		\$63.87
	06/01/2021	\$36.14	\$12.91	\$14.82		\$64.37
	08/01/2021	\$36.14	\$13.41	\$14.82		\$65.56
	12/01/2021	\$36.14	\$13.41	\$16.01		\$133.83
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$102.78	\$9.90	\$21.15	5 \$0.00	3133.63
For apprentice rates see "Apprentice- PILE DRIVER"			40.10	\$15.3	8 \$0.00	\$58.29
AIR TRACK OPERATOR	12/01/2019	\$34.81	\$8.10	\$15.3		\$59.18
LABORERS - ZONE 2	06/01/2020		\$8.10	\$15.3		\$60.07
	12/01/2020		\$8.10	\$15.3		\$60.99
	06/01/2021		\$8.10			\$61.90
	12/01/2021	\$38.42	\$8.10	\$15.3	, ₀	4 07,12
For apprentice rates see "Apprentice- LABORER"		627.00	\$12.5	0 \$8.85	\$0.00	\$58.35
A SPECTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2019					\$59.35
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2020					\$60.35
	12/01/2020					\$57.79
ASPHALT RAKER	12/01/2019					\$58.68
LABORERS - ZONE 2	06/01/202			·		\$59.57
	12/01/202					\$60.49
	06/01/202					\$61.40
	12/01/202	1 \$37.92	2 \$8.10	0 013	.υσ ψοισσ	
For apprentice rates see "Apprentice- LABORER"		0 6407	3 \$12.	50 \$15	.70 \$0.00	\$76.93
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/201					\$78.03
OPERATING ENGINEERS LOCAL 4	06/01/202					\$79.18
	12/01/202				5.70 \$0.00	\$80.28
	06/01/20				5.70 \$0.00	\$81.43
	12/01/20	21 \$53.2	23 \$12	.10 بار.		
For apprentice rates see "Apprentice- OPERATING ENGINEERS"					•	
Issue Date: 02/05/2020 Wage Reques	t Number: 20200	0205-069				Page

•			1d-	Pension	Supplemental Unemployment	Total Rate
	Effective Date B	Base Wage I	Healtu 	\$15.70	\$0.00	\$76.93
assification	12/01/2019	\$48.73	\$12.50	\$15.70 \$15.70	\$0.00	\$78.03
CONTINUE FRONT-END LOADER	06/01/2020	\$49.83	\$12.50	\$15.70	\$0.00	\$79.18
OF PARTING ENGINEERS LOCAL 4	12/01/2020	\$50.98	\$12.50	\$15.70	\$0.00	\$80.28
	06/01/2021	\$52.08	\$12.50	\$15.70	\$0.00	\$81.43
	12/01/2021	\$53.23	\$12.50	ψ ±		
OPERATING ENGINEERS"		\$34.31	\$8.10	\$15.38		\$57.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2019	\$34.31 \$35.20	\$8.10	\$15.38		\$58.68 \$59.57
BARCO-TYPE JUMPING TAMPER	06/01/2020	\$33.20 \$36.09	\$8.10	\$15.38		\$59.57 \$60.49
LABORERS - ZONE 2	12/01/2020	\$30.09 \$37.01	\$8.10	\$15.38		\$60.49 \$61.40
	06/01/2021	\$37.91		\$15.38	8 \$0.00	⊅01. 40
	12/01/2021	-ردادق -			8 \$0.00	\$58.29
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$34.81	\$8.10		40.00	\$59.18
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2020		\$8.10		40.00	\$60.07
BLOCK PAVER, RELEASED	12/01/2020					\$60.99
	06/01/2021	+== 51	1 \$8.10			\$61.90
	12/01/2021		\$8.1	0 \$15.	,38 \$0.00	
				07 \$17	1.98 \$0.00	\$71.15
For apprentice rates see "Apprentice- LABORER"	01/01/202	\$46.1	10 \$7.0	3/ 4	•	

POH ERMAKER - Local 29

Effecti	ve Date -	OILERMAKER - Local 29 01/01/2020	pprentice Base 11-8	Health	Pension \$11.69	Supplemental Unemployment	Total Rate	
Step 1 2 3 4 5 6 7 8	90 95		\$29.97 \$29.97 \$32.27 \$34.58 \$36.88 \$39.19 \$41.49 \$43.80	\$7.07 \$7.07 \$7.07 \$7.07 \$7.07 \$7.07 \$7.07	\$11.69 \$12.59 \$13.49 \$14.38 \$15.29 \$16.18 \$17.09	\$0.00	\$48.73 \$51.93 \$55.14 \$58.33 \$61.55 \$64.74 \$67.96	
BRICK/STONE/AI WATERPROOFIN	oprentice t	o Journeyworker Ratio:1:4 L MASONRY (INCL. MASONI	02/01	/2020 /2021	\$53.61 \$7 \$54.21 \$ \$55.61 \$	10.75 \$21.30 10.75 \$21.45 10.75 \$21.45 10.75 \$21.61	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$84.31 \$85.81 \$86.41 \$87.97 \$88.55

Issue Date: 02/05/2020

Wage Request Number:

20200205-069

02/01/2022

\$56.19

\$21.61

\$10.75

Appren		ICK/PLASTER/CEMENT MA 02/01/2020			Health	Pension	Suppler Unemplo	yment	Total Rate	
	ve Date - percent			Base Wage	210.75	\$21.30		\$0.00	\$58.18	
Step				\$26.13	\$10.75	\$21.30		\$0.00	\$63.41	
1	50		9	\$31.36	\$10.75	\$21.30		\$0.00	\$68.63	
2	60		•	\$36.58	\$10.75			\$0.00	\$73.86	
3	70			\$41.81	\$10.75	\$21.30	•	\$0.00	\$79.08	
4	80			\$47.03	\$10.75	\$21.30	ı	4		
5	90					Pension		plemental ployment	Total Rate	
	tive Date - percent		Apprentic	ce Base Wage	e Health	\$21.4		\$0.00	\$59.01	
Step			_	\$26.81	\$10.75	\$21.4		\$0.00	\$64.37	
1	50			\$32.17	\$10.75	\$21.4 \$21.4		\$0.00	\$69.73	
2	60			\$37.53	\$10.75			\$0.00	\$75.09	
3	70			\$42.89	\$10.75	\$21.4		\$0.00	\$80.45	
4	80			\$48.25	\$10.75	\$21.	.45			
5	90	_							!	
									1	
No	tes:								_ — — —	
i	_								\$0.00	\$76.43
Ā	pprentice t	o Journeyworker Ratio:1:5	, 	12/01/	/2019	φ.σ.=-	J12.50	\$15.70	\$0.00	\$77.51
DOZER/GR	ADER/SCI	RAPER				⊕ 12.= -	\$12.50	\$15.70	\$0.00	\$78.65
LATING ENGINE	ERS LOCAL 4					\$50.45	\$12.50	\$15.70		\$79.74
					1/2021	\$51.54	\$12.50	\$15.70	\$0.00	\$80.88
						\$52.68	\$12.50	\$15.70	\$0.00	\$00.00
				12/0	1/2021				#0.00	\$65.15
ntice fi	ites see "Appre	entice- OPERATING ENGINEERS"		12/(01/2019	\$40.25	\$8.10	\$16.80	\$0.00	\$66.14
TOOL OLD	MERPINN	ING BOLTOM III.			01/2020	\$41.24	\$8.10	\$16.80	\$0.00	\$67.12
ISSON & UN BORERS - FOUN	DATION AND	MARINE				\$42.22	\$8.10	\$16.80	\$0.00	\$68.14
, ON-					01/2020	\$43.24	\$8.10	\$16.80	\$0.00	
					/01/2021	\$44.25	\$8.10	\$16.80	\$0.00	\$69.15
				12/	/01/2021	J.4-7.23				\$64.0
	natae see "Ani	prentice- LABORER"			V01/2010	\$39.10	\$8.10	\$16.80	\$0.00	\$64.9
For apprentice	NIDED DIN	NING LABORER			2/01/2019	\$40.09	\$8.10	\$16.80	\$0.00	
AISSON & U ABORERS - FOU	NDEKT II.	D MARINE			6/01/2020	\$41.07	\$8.10	\$16.80	\$0.00	\$65.9
1BOALING -					2/01/2020	\$42.09	\$8.10	\$16.80	\$0.00	\$66.9
					6/01/2021		\$8.10	\$16.80	\$0.00	\$68.0
				1	12/01/2021	\$43.10	ψυ			\$64.
	:	Apprentice- LABORER"				\$39.10	\$8.10	\$16.80		
For apprenti	ce rates sec	NNING TOP MAN			12/01/2019			417.06	00.00	\$64
CAISSON & LABORERS - FC	UNDERS E	AND MARINE			06/01/2020			016.00	0 \$0.00	\$65
LABORENA	02				12/01/2020			4160	00.00	\$66
					06/01/2021			6160	\$0.00	\$6
					12/01/2021	\$43.10	() wo	· ·		

Classification	Effective Date	Base Wage	Health	Pension	Unemployme	
	12/01/2019	\$34.31	\$8.10	\$15.38	\$0.00	\$57.79
CARBIDE CORE DRILL OPERATOR		\$35.20	\$8.10	\$15.38	\$0.00	\$58.68
ABORERS - ZONE 2	06/01/2020	\$36.09	\$8.10	\$15.38	\$0.00	\$59.57
	12/01/2020	\$37.01	\$8.10	\$15.38	\$0.00	\$60.49
	06/01/2021	\$37.01	\$8.10	\$15.38	\$0.00	\$61.40
	12/01/2021	φυ	v = :			170.05
For apprentice rates see "Apprentice- LABORER"	09/01/2019	\$41.90	\$9.40	\$18.95	\$0.00	\$70.25
CADDENTER	03/01/2020	\$42.50	\$9.40	\$18.95	\$0.00	\$70.85
CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2020	\$43.15	\$9.40	\$18.95		\$71.50
	09/01/2020	\$43.75	\$9.40	\$18.95		\$72.10
	03/01/2021	\$44.40	\$9.40	\$18.95	\$0.00	\$72.75
		\$45,00	\$9,40	\$18.95	\$0.00	\$73.35
	03/01/2022	\$45.65	\$9.40	\$18.95	\$0.00	\$74.00
	09/01/2022	\$45.05 \$46.25	\$9.40	\$18.95		\$74.60
	03/01/2023	ψ • σ	-			
Apprentice - CARPENTER - Zone 2 Eastern MA				~ ∵—lon	4m1	
00/01/2/014	- 3775.00	₹₹ - 14 h	Pension	Supplen Unemplo	yment I	Total Rate
Step percent Appr	rentice Base Wage		\$1.73		00.00	\$32.08
1 50	\$20.95	\$9.40	\$1.73 \$1.73		\$0.00	\$36.27
2 60	\$25.14	\$9.40			\$0.00	\$52.49
3 70	\$29.33	\$9.40	\$13.76		\$0.00 \$0.00	\$54.59
	\$31.43	\$9.40	\$13.76			\$58.41
4 75	\$33.52	\$9.40	\$15.49		\$0.00	\$58.41
5 80	\$33.52	\$9.40	\$15.49		\$0.00	\$64.33
6 80	\$37.71	\$9.40	\$17.22		\$0.00	
7 90 8 90	\$37.71	\$9.40	\$17.22		\$0.00	\$64.33
Effective Date - 03/01/2020	pprentice Base Wage	e Health	Pension		lemental oloyment	Total Rate
Step percent A	\$21.25	\$9.40	\$1.73	•	\$0.00	\$32.38
1 50	\$21.23 \$25.50	\$9.40	\$1.73		\$0.00	\$36.63
2 60		\$9.40	\$13.76	5	\$0.00	\$52.91
3 70	\$29.75	\$9.40	\$13.76		\$0.00	\$55.04
4 75	\$31.88	\$9.40	\$15.49		\$0.00	\$58.89
5 80 .	\$34.00		\$15.4		\$0.00	\$58.89
6 80	\$34.00	\$9.40	\$17.2		\$0.00	\$64.87
7 90	\$38.25	\$9.40	\$17.2 \$17.2		\$0.00	\$64.87
8 90	\$38.25 	\$9.40 	D11.2	<u> </u>		
Notes: % Indentured After 10/1/17; 45/45/55/5 Step 1&2 \$29.99/ 3&4 \$35.85/ 5&6 \$5	55/70/70/80/80 64,22/ 7&8 \$60.14					
Apprentice to Journeyworker Ratio:1:5						\$42.8
Apprentice to Journeyworker	10/01/	2019 \$2	27.95 \$'	7.07	\$7.86 \$	\$42.8

Issue Date: 02/05/2020

CARPENTER WOOD FRAME CARPENTERS -ZONE 2 (Wood Frame) All Aspects of New Wood Frame Work

Wage Request Number: 20200205-069

Page 5 of 39

Annrentice -	CARPENTER (Wood Frame) - Zone 2	?
Ammenuce"		

	itice CA ve Date -	10/01/2019	20112		<u>.</u> .	Supplemental Unemployment	Total Rate	
Step	percent		Apprentice Base Wage	Health	Pension	Ottemployment		
			\$16.77	\$7.07	\$0.00	\$0.00	\$23.84	
1	60		-	\$7.07	\$0.00	\$0.00	\$23.84	
2	60		\$16.77	•	\$7.86	\$0.00	\$33.10	
3	65		\$18.17	\$7.07	·	,	\$34.50	
4	70		\$19.57	\$7.07	\$7.86	\$0.00	***	
			\$20.96	\$7.07	\$7.86	\$0.00	\$35.89	
5	75		\$22.36	\$7.07	\$7.86	\$0,00	\$37.29	
6	80		-	,	\$7.86	\$0.00	\$38.69	
7	85		\$23.76	\$7.07		,	\$40.09	
8	90		\$25.16	\$7.07	\$7.86	\$0.00	φ -1 0.09	
Notes	::	ASIASIS	c 155170170/80/80				i	
	% Inden	tured After 10/1/17; 45/45/5	\$24 501 7&8 \$37.29					
<u> </u>	Step 1&	2 \$19.65/ 3&4 \$27.19/ 5&6					-	
Appr	entice to J	ourneyworker Ratio:1:5				- 022.41	\$0.62	\$81.01
ONRY	//PLASTE	RING	01/01/20	20 \$45.2	3 \$12.7	5 \$22.41	φυ.υΔ	ψ01,01

CEMENT MASONRY/PLASTERING

BRICKLAYERS LOCAL 3 (LOWELL)

		CEMENT MASONRY/PLA _ 01/01/2020		77 14la	Pension	Supplemental Unemployment	Total Rate	
Step	50 60 65 70 75 80 90	ıt	Apprentice Base Wage			40.00	\$50,78	
1	50		\$22.62	\$12.75	\$15.41	\$0.00	•	
			\$27.14	\$12.75	\$17.41	\$0.62	\$57.92	
2			\$29.40	\$12.75	\$18.41	\$0.62	\$61.18	
3			\$31.66	\$12.75	\$19.41	\$0.62	\$64.44	
4	70			\$12.75	\$20.41	\$0.62	\$67.70	
5	75		\$33.92		\$21.41	\$0.62	\$70.96	
6	80		\$36.18	\$12.75			\$76.49	
7	90		\$40.71	\$12.75	\$22.41	\$0.62		
Note:	Steps	3,4 are 500 hrs. All other so						
		o Journeyworker xtatters.	12/01/20	19 \$34	.31 \$8.10	\$15.38	\$0.00	\$57.79
CHAIN SAW OPERA	AIN SAW OPERATOR						\$0.00	\$58.68
LABORERS - ZONE 2			06/01/20				\$0.00	\$59.57
			12/01/20 06/01/20		7.01 \$8.1	*****	\$0.00	\$60.49
	NE 2		00/01/					dC1 40

Wage Request Number:

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES

For apprentice rates see "Apprentice- LABORER"

OPERATING ENGINEERS LOCAL 4

Issue Date: 02/05/2020

20200205-069

12/01/2021

12/01/2019

06/01/2020

12/01/2020

06/01/2021

12/01/2021

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\$61.40

\$77.93

\$79.03

\$80.18

\$81.28

\$82,43

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$15.38

\$15.70

\$15.70

\$15.70

\$15.70

\$15.70

\$8.10

\$12.50

\$12.50

\$12.50

\$12.50

\$12.50

\$37.92

\$49.73

\$50.83

\$51.98

\$53.08

\$54.23

ssification				Effective Date	Base Wa	ge Hea	lth P	ension	Supplem Unemple		l Rate
For apprentice rate	es see "App	rentice- OPER	ATING ENGINEERS"		#22.4°	- ¢1	2.50	\$15.70	\$0.00	\$60	.67
MPRESSOR C	PERAT	OR		12/01/2019	\$32.4			\$15.70	\$0.00		.42
RATING ENGINE.	ERS LOCA	L 4		06/01/2020	\$33.2		2.50	\$15.70	\$0.00		2.20
				12/01/2020	\$34.0		2.50	\$15.70	\$0.00		2.95
				06/01/2021	\$34.7		12.50		\$0.0		3.74
				12/01/2021	\$35.5	54 \$1	12.50	\$15.70	φυ.υ	υ ψο.	
For apprentice rai	tes see "Ap	prentice- OPE	RATING ENGINEERS"		#50.C		8.20	\$22,10	\$0.0	0 \$8	1.26
LEADER (BR	IDGE)			01/01/2020	\$50.9			\$22.10	\$0.0		2.36
NTERS LOCAL 35	- ZONE 2			07/01/2020	\$52.0		8.20 8.20	\$22.10	\$0.0		3.46
				01/01/2021	\$53.	10 φ	0.20				
	Apprent	ice - PAIN	NTER Local 35 - BRIDGE	S/TANKS				Suppleme	ental		
	Effectiv	e Date -	01/01/2020	Apprentice Base Wage	Health	Pens	sion	Unemployr		Total Rate	
	Step	percent					0.00	\$0	.00	\$33.68	
	1	50		\$25.48	\$8.20		5.94		00,0	\$42.17	
	2	55		\$28.03	\$8.20).00	\$45.26	
	3	60		\$30.58	\$8.20		6.48		0.00	\$48.34	
	4	65		\$33.12	\$8.20		7.02			\$62.73	
	5	70		\$35.67	\$8.20		8.86		0,00	\$65.82	
	6	75		\$38.22	\$8.20		9.40		0.00	\$68.91	
	7	80		\$40.77	\$8.20	\$1	9.94		0.00		
	8	90		\$45.86	\$8.20	\$2	1.02	\$	0.00	\$75.08	
		ve Date -	07/01/2020	Apprentice Base Wage	: Health	Per	nsion	Suppler Unemplo		Total Rate	
	Step	percent		\$26.03	\$8.20	5	\$0.00	4	00.00	\$34.23	
	1	50		\$28.63	\$8.20	:	\$5.94	9	\$0.00	\$42.77	
	2	55		\$31.24	\$8.20		\$6.48	:	\$0.00	\$45.92	
	3	60		\$33.84	\$8.20		\$7.02	;	\$0.00	\$49.06	
	4	65		\$36.44	\$8.20		18.86		\$0.00	\$63.50	
	5	70			\$8.20		19.40		\$0.00	\$66.65	
	6	75		\$39.05	\$8.20		319.94		\$0.00	\$69.79	
	7	80		\$41.65			\$21.02		\$0.00	\$76.07	
	8	90		\$46.85	\$8.20						
	Notes	Steps are	750 hrs.								
	Anni	rentice to J	ourneyworker Ratio:1:1								064.00
DEMO: ADZEMAN LABORERS - ZONE 2		12/01/2	019 \$	39.30	\$8.10	\$16	5.60	\$0.00	\$64.00		
For apprent	ice rates se	e "Apprentice	LABORER"	12/01/2	019	\$40.30	\$8.10	\$10	5.60	\$0.00	\$65.00
LABORERS - ZC	ONE 2		HAMMER OPERATOR	£2/ V 1/2							
For apprentice rates see "Apprentice- LABORER" DEMO: BURNERS LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"			12/01/2	12/01/2019 \$4		\$8.10) \$1	6.60	\$0.00	\$64.75	
LABORERS - ZO			I ADODEP#								

	Effective Date	Base Wa	ge Hea	ilth ^J	Pension	Offentbrody		Total Rate
lassification	12/01/2019	\$40.3	0 \$8	3.10	\$16.60	1 \$	00.00	\$65.00
EMO: CONCRETE CUTTER/SAWYER	12/01/2019							
ADODERS - ZONE 2					\$16.6		\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$40.0)5 \$	8.10	\$10.0	U		
DEMO: JACKHAMMER OPERATOR	•							
ABORERS - ZONE 2			20 5	\$8.10	\$16.6	50	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$39.	30	\$6.10				
DEMO: WRECKING LABORER ABORERS - ZONE 2								276.12
For apprentice rates see "Apprentice- LABORER"		 \$48	23	\$12.50	\$15.	70	\$0.00	\$76.43
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2019	\$49		\$12.50	\$15.	70	\$0.00	\$77.51
DIRECTIONAL DIXELE NA	06/01/2020	•	,,,,	\$12.50	\$15	.70	\$0.00	\$78.65
JERATING DIS	12/01/2020).45	-	\$15		\$0.00	\$79.74
	06/01/2021	\$5	1.54	\$12.50	017		\$0.00	\$80.88
	12/01/2021	\$5	2.68	\$12.50	Э1		-	
ODER ATING ENGINEERS"				00.00	<u>დე</u>	1.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	08/01/2019	\$6	8.52	\$9.90	φZ		•	
DIVER (TONE !)								
PILE DRIVER LOCAL 56 (ZONE 1)			10.04	\$9.90	\$2	1.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"	08/01/201	9 \$	48.94	\$7.70				
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)								*****
For apprentice rates see "Apprentice- PILE DRIVER"			373.41	\$9.90	\$	21.15	\$0.00	\$104.46
DIVER TENDER (EFFLUENT)	08/01/201	19 4	,,,,,,	·				
DIT E DRIVER LOCAL 30 (ZOME 1)								\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"	08/01/20	19	\$102.78	\$9.9	0 \$	21.15	\$0.00	g133.03
DIVER/SLURRY (EFFLUENT)	06/01/20	.,						
DIF DRIVER LOCAL 56 (ZONE 1)						21004	\$0.00	\$84.95
Engapprentice rates see "Apprentice-PILE DRIVER	09/01/20)19	\$53.01	\$13	.00	\$18.94	** **	\$85.70
DRAWBRIDGE OPERATOR (Construction)	03/01/2		\$53.50	\$13	.00,	\$19.20	***	\$87.18
ELECTRICIANS LOCAL 103	09/01/2		\$54.93	\$13	00.8	\$19.25		\$88.41
			\$56.13	\$13	3.00	\$19.2		-
	03/01/2		\$57.56	\$13	3.00	\$19.3	3 \$0.00	\$89.89
	09/01/2		\$58.76		3.00	\$19.3	6 \$0.00	\$91.12
	03/01/2				3.00	\$19.4	\$0.00	\$92.60
	09/01/2	2022	\$60.19		3.00	\$19.4	***	\$93.83
	03/01/	2023	\$61.39	, 31	0.00	~-e'		
For apprentice rates see "Apprentice- ELECTRICIAN"			062.0	1 6	13.00	\$18.	94 \$0.00	
	09/01/	/2019	\$53.0	_	13.00	\$19.		\$85.7
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01	/2020	\$53.5			\$19		\$87.1
ELECTRICIANS LOCALE	09/01	/2020	\$54.9	-	13.00	\$19		400 /
	03/01	1/2021	\$56.		\$13.00			Φ00.
		1/2021	\$57.		\$13.00	\$19		±01
		1/2022	\$58.	76	\$13.00		9.36 \$0.0	400
		1/2022	\$60.	.19	\$13.00		9.41 \$0.0	402
			\$61		\$13.00	\$1	9.44 \$0.0	00 \$93.
	03/0	1/2023	ψυι					

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Appi	rentice - El ective Date -	LECTRICIAN - Local 09/01/2019	Apprentice Base Wage	Health	Pension U	Supplemental Unemployment	Total Rate	
Step			Apprentice Base Wage \$21.20	\$13.00	\$0.64	\$0.00	\$34.84 \$24.84	
1	40		\$21.20 \$21.20	\$13.00	\$0.64	\$0.00	\$34.84	
2	40			\$13.00	\$14.37	\$0.00	\$51.22	
3	45		\$23.85	\$13.00	\$14.37	\$0.00	\$51.22	
4	45		\$23.85	\$13.00 \$13.00	\$14.79	\$0.00	\$54.30	
5	50		\$26.51	\$13.00	\$15.20	\$0.00	\$57.36	
6			\$29.16	\$13.00 \$13.00	\$15.61	\$0.00	\$60.42	
7			\$31.81		\$16.03	\$0.00	\$63.49	
			\$34.46	\$13.00	\$16.44	\$0.00	\$66.55	
8			\$37.11	\$13.00	\$16.86	\$0.00	\$69.62	
9			\$39.76	\$13.00	\$10.0~			
	10 75	te - 03/01/2020		Taalth	Pension	Supplemental Unemployment	Total Rate	
	Effective Dat Step perce		Apprentice Base W	age Heatin	\$0.64	\$0.00	\$35.04	
		alt	\$21.40	\$13.00	\$0.64	\$0.00	\$35.04	
	1 40		\$21.40	\$13.00	\$14.62	\$0.00	\$51.70	
	2 40		\$24.08	\$13.00	\$14.62	\$0.00	\$51.70	
	3 45		\$24.08	\$13.00		ይስ በ <u>በ</u>	\$54.79	
	4 45		\$26.75		\$15.04	40.00	\$57.89	
	5 50		\$29.43		\$15.46	#A 00	ቀረሳ በማ	
	6 55		\$32.10			, 40.00	*<4.07	
	7 60		\$34.78	\$13.00		*****	a.c. 1.5	
	8 65	5	\$37.45	\$13.00			450.05	
	9 70	0 .	\$40.13	3 \$13.00	\$17.12	2 40.00	, 	
	10 7	5 						
	Notes: :	 app Prior 1/1/03; 30/3	5/40/45/50/55/65/70/75/80					_
		ice to Journeyworker				15.73 \$18.41	\$0.00	\$9:
	Apprenti		0'	1/01/2020	ф О 11.—	15.73 \$18.41 15.88 \$19.31	\$0.00	\$9

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Wage Request Number: 20200205-069

Issue Date: 02/05/2020

A I	.ppren Effecti	itice - EL ve Date -	LEVATOR CONSTRUCTO 01/01/2020			Health	Pensio	**	plemental aployment	Total Rate	
	Step	percent		Apprenti	tice Base Wage		\$0.0		\$0.00	\$46.44	
_	1	50			ψ301	\$15.73	\$0.0 \$18.4		\$0.00	\$67.92	
	2	55			φουτισ	\$15.73	\$18.4 \$18.4		\$0.00	\$74.06	
	3	65			عاد درون	\$15.73	\$18.4 \$18.4		\$0.00	\$77.13	
	4	70			Ψ-12.52	\$15.73			\$0.00	\$83.28	
	5	80			\$49.14	\$15.73	\$18.4	41	ф014-		
		tive Date -	. 01/01/2021		- Wlore	Hleelt	Pensi		upplemental employment	Total Rate	
	Step	percent		Appren	ntice Base Wage).00	\$0.00	\$47.62	
	1	50		_	\$31.74	\$15.88	,		\$0.00	\$70.10	
	2	55			\$34.91	\$15.88			\$0.00	\$76.45	
	3	65			\$41.26	\$15.88	***		\$0.00	\$79.62	
	4	70			\$44.43	\$15.88		9.31 o.31	\$0.00	\$85.97	
	5	80			\$50.78	\$15.88	} 010	9,31			
						_ — —					
	Note	s: Steps	1-2 are 6 mos.; Steps 3-5 a	are 1 year							
	Apı	rentice to	Journeyworker Ratio:1:	<u>.1</u>			*47.00	\$15.73	\$18.41	\$0.00	\$77.13
EVATOR CONSTRUCTOR HELPER			01/01/20		\$42.99 \$44.43	\$15.75 \$15.88	\$19.31	\$0.00	\$79.62		
VATOR CONS	ISTRUCT	FORS LOCAL	L 4		01/01/20 01/01/20	-02-1	\$44.43 \$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprent	ice rates	see "Apprent	tice - ELEVATOR CONSTRUCT	OR"		210	\$34.31	\$8.10	\$15.38	\$0.00	\$57.79
NCE & GU	UARD	RAIL ERE	ECTOR		12/01/2		\$34.31 \$35.20	\$8.10	\$15.38	\$0.00	\$58.68
ORERS - ZO.)NE 2				06/01/2		\$35.20 \$36.09	\$8.10	\$15.38	\$0.00	\$59.57
					12/01/2		\$36.09 \$37.01	\$8.10	\$15.38	\$0.00	\$60.49
					06/01/2 12/01/2		\$37.01 \$37.92	\$8.10	\$15.38	\$0.00	\$61.40
For apprer	ıtice rate	s sec "Apprer	ntice- LABORER"		11/01/		\$44.18	\$12.00	\$15.60	\$0.00	\$71.78
ELD ENG	INST	PERSON-	I-BLDG,SITE,HVY/HWY		05/01/		\$45.33	\$12.00	\$15.60	\$0.00	\$72.93
ERATING E	NGINEE	ERS LOCAL 4			11/01/		\$46.33	\$12.00	\$15.60	\$0.00	\$73.93
						1/2020	\$47.48	\$12.00	\$15.60	\$0.00	\$75.08
						1/2021	\$48.48	\$12.00	\$15.60	\$0.00	\$76.08
						1/2021	\$49.63	\$12.00	\$15.60	\$0.00	\$77.23
		" i anr	COUR ATING ENGINEE	RS"		./20-			2:500	#0.00	\$73.2
For appre	entice rate	es see "Appro	rentice- OPERATING ENGINEES F-BLDG,SITE,HVY/HW	Y	11/0	1/2019	\$45.68	\$12.00	*** 60	\$0.00 \$0.00	\$73.2 \$74.4
IELD EN	G.Pak ENGINI	EERS LOCAL	1-BLDG,01		05/0	1/2020	\$46.83	\$12.00		\$0.00 \$0.00	\$75.4
IPEWS.	ы	~			11/0)1/2020	\$47.84	\$12.00	***		\$75.5 \$76.6
					05/0	01/2021	\$49.00	\$12.00	*45.60		\$77.0
					11/0	01/2021	\$50.01		4 40		\$78.
					05/0	01/2022	\$51.17	\$12.00	0 \$15.60	∌u.v∘	* · ·
For apr	arentice I	rates see "Apj	prentice- OPERATING ENGINE	.ERS"							
LAt whi	£ C	A.L.									Page 1

	Effective Date 4	Base Wag	ge H	<u> l</u> ealth	Pensic	on Suy	pplementa temployme	ent	otal Rate
Clearification	Elicente	\$22.57		\$12.00	\$15.	,.60	\$0.00		50.17
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/01/2019		•	\$12.00	\$15	60.ز	\$0.00		\$50.84
FIELD ENG.ROD PERSON-BLDG, OPERATING ENGINEERS LOCAL 4	05/01/2020	\$23.24	•	\$12.00			\$0.00		\$51.43
ОРЕКЛИНО ВПО-	11/01/2020	\$23.8		\$12.00	41.5	5.60	\$0.00		\$52.11
	05/01/2021	\$24.5		\$12.00		5.60	\$0.00		\$52.71
	11/01/2021	\$25.1				15.60	\$0.00		\$53.38
	05/01/2022	\$25.7	18	\$12.00	Ψ-				
For apprentice rates see "Apprentice- OPERATING ENGINEERS"		252		\$13.00	^ \$'	18.94	\$0.00		\$84.95
For apprentice rates see "Apprentice" of 200	09/01/2019	\$53.0		\$13.00		19.20	\$0.00		\$85.70
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	03/01/2020	\$53.				\$19.25	\$0.00		\$87.18
ELECTRICIANS LUCAL 143	09/01/2020	\$54.		\$13.00	, o	\$19.28	\$0.00		\$88.41
	03/01/2021	\$56		\$13.00	,,,		\$0.00		\$89.89
	09/01/2021	\$57	7.56	\$13.0		\$19.33	\$0.00		\$91.12
	03/01/2022	\$51	8.76	\$13.0		\$19.36	\$0.00		\$92.60
	09/01/2022		0.19	\$13.0	.00	\$19.41			\$93.83
	03/01/2023		61.39	\$13.0	.00 '	\$19.44	\$0.00	,	ayy
	03/01/20						\$0.00		\$69.62
For apprentice rates see "Apprentice-ELECTRICIAN"	09/01/2019	\$?	39.76	\$13.		\$16.86			\$70.25
	03/01/2020		40.13	\$13.	.00	\$17.12	\$0.0		\$71.36
COMMISSION	03/01/2020		41.20	\$13	00. ز	\$17.16	_		\$71.30 \$72.93
LOCAL 103			\$42.66	\$1?	3.00	\$17.27			
	03/01/2021		\$44.32		3.00	\$17.38			\$74.70 #76.22
	09/01/202	-	\$45.83		3.00	\$17.49	\$0.0	00	\$76.32
	03/01/202				13.00	\$17.62	2 \$0.	.00	\$78.17
	09/01/202		\$47.55		13.00	\$17.73		.00	\$79.84
	03/01/202	23	\$49.11	ψ×.	,3,00				- 20
For apprentice rates see "Apprentice-TELECOMMUNICATIONS TECHNICIAN	<u>{"</u>		\$39.89	<u> </u>	12.50	\$15.7	0 \$0	00.0	\$68.09
For apprentice rates see Approntice				-	312.50	\$15.7		00.0	\$69.00
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	06/01/20	0	\$40.80	-		\$15.7		0.00	\$69.95
OPERATING ENGINEERS	12/01/20		\$41.7		\$12.50			0.00	\$70.86
	06/01/20	021	\$42.6		\$12.50			0.00	\$71.81
	12/01/20		\$43.6	51 S	\$12.50	⊅r¬.	/0 -		
ODER ATING ENGINEERS"					-2.10	\$15.	38 5	\$0.00	\$46.98
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2	2019	\$23.5		\$8.10	\$15. \$15.		\$0.00	\$46.98
FLAGGER & SIGNALER	06/01/2		\$23.		\$8.10	#1 C		\$0.00	\$47.98
LABORERS - ZONE 2	12/01/2		\$24.		\$8.10		,,,,,	\$0.00	\$47.98
	06/01/2		\$24.		\$8.10		5150		\$47.98
	12/01/		\$24	1.50	\$8.10	\$10	5.38	\$0.00	. .
	1 July						- 00	\$0.00	\$74.90
For apprentice rates see "Apprentice- LABORER"	09/01/	/2019	\$46	6.25	\$9.40		. ,		\$75.70
TOORCOVERER		1/2020	\$4'	7.05	\$9.40	•	19.25	\$0.00	\$75.70
FLOORCOVERERS LOCAL 2168 ZONE I		1/2020		17.85	\$9.40	•	19.25	\$0.00	\$70.30 \$77.30
				48.65	\$9.40	,0 \$1	19.25	\$0.00	
·		1/2021		49.45	\$9.40	Δ.	19.25	\$0.00	\$78.10
		1/2021		50.25	\$9.4	•	319.25	\$0.00	\$78.90
	03/0)1/2022	D	50.25	ψ	· ·			

Apprentice - FLOORCOVERER - Local 2168 Zone I Effective Date - 09/01/2019 Apprentice Base Wage Health Pension Unemployment Total Rate	
Effective Date - 09/01/2019 Apprentice Base Wage Health Pension Pension Step percent \$23.13 \$9.40 \$1.79 \$0.00 \$36.63 1 50 \$25.44 \$9.40 \$1.79 \$0.00 \$36.63 2 55 \$27.75 \$9.40 \$13.88 \$0.00 \$53.34 3 60 \$30.06 \$9.40 \$13.88 \$0.00 \$67.45	
Effective Date - 09/01/2019 Apprentice Base Wage Health Pension Pension Step percent \$23.13 \$9.40 \$1.79 \$0.00 \$36.63 1 50 \$25.44 \$9.40 \$1.79 \$0.00 \$36.63 2 55 \$27.75 \$9.40 \$13.88 \$0.00 \$53.34 3 60 \$30.06 \$9.40 \$13.88 \$0.00 \$67.45	
Step percent \$23.13 \$9.40 \$1.79 \$0.00 \$34.32 1 50 \$25.44 \$9.40 \$1.79 \$0.00 \$36.63 2 55 \$27.75 \$9.40 \$13.88 \$0.00 \$51.03 3 60 \$30.06 \$9.40 \$13.88 \$0.00 \$53.34	
\$23.13 \$7.10 \$0.00 \$36.63 1 50 \$25.44 \$9.40 \$1.79 \$0.00 \$51.03 2 55 \$27.75 \$9.40 \$13.88 \$0.00 \$53.34 3 60 \$30.06 \$9.40 \$13.88 \$0.00 \$53.34	
\$25.44 \$9.40 \$13.88 \$0.00 \$51.03 \$27.75 \$9.40 \$13.88 \$0.00 \$53.34 3 60 \$30.06 \$9.40 \$13.88	
\$27.75 \$3.00 \$13.88 \$0.00 \$53.34 3 60 \$30.06 \$9.40 \$13.88	
3 60 \$30.06 \$9.40 \$13.66	
\$30.00 \$57.45	
\$32.38 \$9.40 \$13.07 \$0.00 \$59.76	
\$34.69 \$9.40 \$13.07 \$63.86	
6 /5 \$37.00 \$9.40 \$17.40 \$0.00 \$66.17	
\$39.31 \$9.40 \$17.40	
8 85 Supplemental Total Rate 03/01/2020 Supplemental Total Rate	·
Apprentice Base wage 17cm \$0.00 \$34.7	2
\$23.53 \$9.40 \$1.77 \$0.00 \$37.0	7
\$25.88 \$9.40 \$1.77	1
2 53 \$28.23 \$9.40 \$13.00 \$53.0	6
\$30.58 \$9.40 \$13.86 \$0.00 \$58.9	1
4 65 \$32.94 \$9.40 \$13.07 \$60	36
\$35.29 \$9.40 \$13.07	50
6 /3 \$37.64 \$9.40 \$17.70 to 20 \$66	85
7 80 \$39.99 \$9.40 \$17.46 \$0.00	-
8 85	
750 hrs	1
Notes: Steps are 750 hrs. % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps) % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)	
Step 18/2 \$12,00/ 3&4 \$38.30/ 3&0 =	\$76.93
Apprentice to Journeyworker Ratio:1:1	\$78.03
FORK LIET/CHERRY PICKER \$49.83 \$12.50 \$15.70 \$655	\$79.18
OPERATING ENGINEERS LOCAL 7 12/01/2020 \$50.98 \$12.50 \$15.70	\$80.28
\$52.08 \$12.50 \$15.70 \$0.00	\$80.28 \$81.43
06/01/2021 \$53.23 \$12.50 \$15.70 \$0.00 12/01/2021 \$53.23	\$81. 1 3
1201202	\$60.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS" 12/01/2019 \$32.47 \$12.50 \$15.70 \$0.00	\$61.42
CENER ATOR/LIGHTING PLANT/HEATERS 20/01/2020 \$33.22 \$12.50 \$15.70 \$00.00	\$62.20
OPERATING ENGINEERS LOCAL 7	\$62.95
06/01/2021 \$34.75 \$12.50 \$15.70 \$0.00	\$63.74
12/01/2021 \$35.54 \$12.50 \$15.70 \$0.00	\$03.7⊣
12/01/2021	\$70.76
And 46 SX (1)	\$71.86
GLAZIER (GLASS PLANK/AIR BARRIEN IN 12020 \$41.56 \$8.20 \$22.10	\$72.96
CVSTEMS) 522.10 0000	Ψ, 2.3
GLAZIERS LOCAL 35 (ZONE 2) 01/01/2021 \$42.00	

Apprer	ntice - GL ive Date -	AZIER - Local 35 Zone 2 01/01/2020	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate \$28.43	
Step	percent		Apprentice Base Wage \$20.23	\$8.20	\$0.00 \$5.94	\$0.00 \$0.00	\$36.39	
1 2 3 4 5	50 55 60 65 70		\$22.25 \$24.28 \$26.30 \$28.32	\$8.20 \$8.20 \$8.20 \$8.20 \$8.20	\$5.94 \$6.48 \$7.02 \$18.86 \$19.40	\$0.00 \$0.00 \$0.00	\$38.96 \$41.52 \$55.38 \$57.95 \$60.51	
5 6 7 8	75 80 90		\$30.35 \$32.37 \$36.41	\$8.20 \$8.20	\$19.94 \$21.02	\$0.00 \$0.00 Supplemental	\$65.63 Total Rate	
Step 1 2 3 4 5 6 6 5 6	50 55 60 4 65 5 70 6 75 7 80 8 90	nt	\$20.78 \$20.78 \$22.86 \$24.94 \$27.01 \$29.09 \$31.17 \$33.25 \$37.40	\$8.20 \$8.20 \$8.20 \$8.20 \$8.20 \$8.20		\$0.00 \$0.00 \$0.00 \$0.00 2 \$0.00 66 \$0.00 90 \$0.00 90 \$0.00	\$28.98 \$37.00 \$39.62 \$42.23 \$56.15 \$58.77 \$61.39	
TING ENG	Apprentice	e to Journeyworker Ratio	06 <i>i</i> 12	/01/2019 //01/2020 2/01/2020 6/01/2021 2/01/2021	\$49.83	\$12.50 \$15.70 \$12.50 \$15.70 \$12.50 \$15.70 \$12.50 \$15.70 \$12.50 \$15.70	\$0.00	\$76.93 \$78.03 \$79.18 \$80.28 \$81.4

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Effective Date -	ERATING ENGINEERS - L 12/01/2019	Apprentice Base Wage	Health	Pensi		Supplemental nemployment	Total Rate	
Step percent		\$26.80	\$12.50	\$0.	00	\$0.00	\$39.30	
1 55		\$29.24	\$12.50	\$15.	70	\$0.00	\$57.44	
2 60		\$29.24 \$31.67	\$12.50	\$15.		\$0.00	\$59.87	
3 65		\$34.11	\$12.50	\$15		\$0.00	\$62.31	
4 70		\$36.55	\$12.50	\$15		\$0.00	\$64.75	
5 75		\$38.98	\$12.50	\$15		\$0.00	\$67.18	
6 80		\$41.42	\$12.50	\$15		\$0.00	\$69.62	
7 85		\$43.86	\$12.50	\$15		\$0.00	\$72.06	
8 90		\$43.60	Φ12.50	~				
Effective Date - Step percent	06/01/2020	Apprentice Base Wage	e Health	Pen	sion 1	Supplemental Unemployment	Total Rate	
1 55		\$27.41	\$12.50	\$1	0.00	\$0.00	\$39.91	
2 60		\$29.90	\$12.50	\$1:	5.70	\$0.00	\$58.10	
3 65		\$32.39	\$12.50	\$1	5.70	\$0.00	\$60.59	
4 70		\$34.88	\$12.50	\$1	5.70	\$0.00	\$63.08	
5 75		\$37.37	\$12.50) \$1	5.70	\$0.00	\$65.57	
		\$39.86	\$12.50) \$1	5.70	\$0.00	\$68.06	
		\$42.36	\$12.50) \$1	5.70	\$0.00	\$70.56	
7 85 8 90		\$44.85	\$12.5	0 \$1	5.70	\$0.00	\$73.05	
Notes:								
Apprentice to Jo	ourneyworker Ratio:1:6	(24.10		640.26	\$13.35	\$24.12	\$2.61	\$89.44
(DUCTWORK)		02/01/2		\$49.36 \$50.96	\$13.35	\$24.12	\$2.66	\$91.09
ETAL WORKERS LOCAL 17 - A		08/01/2		\$52.61	\$13.35	\$24.12	\$2.71	\$92.79
		02/01/2		\$54.36	\$13.35	\$24.12	\$2.76	\$94.59
		08/01/2		\$56.11	\$13.35	55/15	\$2,81	\$96.3
apprentice rates see "Apprentice	SHEET METAL WORKER"	02/01/2	2022	\$50.11				
(ELECTRICAL CONTRO		09/01/	2019	\$53.01	\$13.00		\$0.00	\$84.9
CICIANS LOCAL 103	,	03/01/	2020	\$53.50	\$13.00	\$19.20	\$0.00	\$85.7
		09/01/	2020	\$54.93	\$13.00		\$0.00	\$87.1
		03/01/	2021	\$56.13	\$13.00		\$0.00	\$88.4
		09/01/	2021	\$57.56	\$13.00		\$0.00	\$89.8
		03/01/	/2022	\$58.76	\$13.00		\$0.00	\$91.
		09/01/	/2022	\$60.19	\$13.00		\$0.00	\$92.6
		03/01	/2023	\$61.39	\$13.0	319.44	\$0.00	\$93.

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	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Classification	02/01/2020	\$49.36	\$13.35	\$24.12	\$2.61	\$89.44
IVAC (TESTING AND BALANCING - AIR)		\$50.96	\$13.35	\$24.12	\$2.66	\$91.09
HEETMETAL WORKERS LOCAL 17 - A	08/01/2020	\$52.61	\$13.35	\$24.12	\$2.71	\$92.79
	02/01/2021	\$54.36	\$13.35	\$24.12	\$2.76	\$94.59
	08/01/2021 02/01/2022	\$56.11	\$13.35	\$24.12	\$2.81	\$96.39
For apprentice rates see "Apprentice- SHEET METAL WORKER"				\$19.74	\$0.00	\$85.38
For apprentice rates see "Apprentice of MATER" HVAC (TESTING AND BALANCING -WATER)	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$86.88
AVAC (TESTING AND BALANCING TO THE PROPERTY OF	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$88.38
PIPEFII I BRO De G	09/01/2020	\$57.69	\$10.95	•	\$0.00	\$89.88
	03/01/2021	\$59.19	\$10.95	\$19.74	φ0.00	
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"				\$19.74	\$0.00	\$85.38
	09/01/2019	\$54.69	\$10.95	\$19.74		\$86.88
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2020	\$56.19	\$10.95	\$19.74		\$88.38
FILE STILL	09/01/2020	\$57.6 9	\$10.95	\$19.74		\$89.88
	03/01/2021	\$59.19	\$10.95	\$19.74	ψ0.00	·
For apprentice rates see "Apprentice-PIPEFITTER" or "PLUMBER/PIPEFITTER"			#0.10	\$15.3	8 \$0.00	\$58.29
For apprentice rates see Application	12/01/2019	\$34.81	40.10	\$15.3		\$59.18
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2020	\$35.70		\$15.3		\$60.07
Landitude	12/01/2020			\$15.3		\$60.99
	06/01/2021	\$37.51		\$15.3		\$61.90
	12/01/2021	\$38.42	\$8.10	\$13.5	70 40,53	
For apprentice rates see "Apprentice- LABORER"	09/01/2019	\$48.4	4 \$12.8	0 \$16.	40 \$0.00	\$77.64

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

Apprer	ntice - ASBESTOS INSULATOR (Pip			Danaion	Supplemental Unemployment	Total Rate	
Effective Step	percent 09/01/2019	Apprentice Base Wage \$24.22	Health \$12.80	Pension \$11.90	\$0.00	\$48.92	
1	50	\$29.06	\$12.80	\$12.80	\$0.00 \$0.00	\$54.66 \$60.41	
2 3	60 70	\$33.91	\$12.80 \$12.80	\$13.70 \$14.60	\$0.00	\$66.15	
4	80	\$38.75 	. — — —				
Notes	s: Steps are 1 year						
Appr IRONWORKER/WEI	rentice to Journeyworker Ratio:1:4 LDER (BOSTON AREA)	03/16/20	019 \$46.	.66 \$8.00	\$23.50	\$0.00	\$78.16

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LABORER

LABORERS - ZONE 2

Apprentice - IRONWORKER - Local 7 Bost	on None Wage	Health	Pensior		applemental employment	Total Rate	
Step percent 1 60 2 70 3 75 4 80 5 85 6 90	\$28.00 \$32.66 \$35.00 \$37.33 \$39.66 \$41.99	\$8.00 \$8.00 \$8.00 \$8.00 \$8.00 \$8.00	\$23.50 \$23.5 \$23.5 \$23.5 \$23.5	0 0 0 0 0 50 50	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$59.50 \$64.16 \$66.50 \$68.83 \$71.16 \$73.49	
** Structural 1:6; Ornamental 1:4 Apprentice to Journeyworker Ratio:** JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2 06/01/2 12/01/ 06/01/ 12/01/	2020 2020 2021	φ.σ·-τ.ω	\$8.10 \$8.10 \$8.10 \$8.10 \$8.10	\$15.38 \$15.38 \$15.38 \$15.38 \$15.38	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$57.79 \$58.68 \$59.57 \$60.49 \$61.40
For apprentice rates see "Apprentice- LABORER"	12/01	/2019	\$34.06	\$8.10 \$8.10	\$15.38 \$15.38	\$0.00 \$0.00	\$57.54 \$58.43

06/01/2020

12/01/2020

06/01/2021

12/01/2021

p percen 60 70		Apprentice Base Wage \$20.44 \$23.84 \$27.25	\$8.10 \$8.10 \$8.10	\$15.38 \$15.38 \$15.38	\$0.00 \$0.00 \$0.00 \$0.00	\$43.92 \$47.32 \$50.73 \$54.13
80 90 ffective Dat	te - 06/01/2020	\$30.65 Apprentice Base Wag	\$8.10	\$15.38 Pension	Supplementa! Unemployment	Total Rate
tep percent	ent	\$20.97 \$24.47 \$27.96 \$31.46	\$8.10 \$8.10 \$8.10 \$8.10	\$15.38 \$15.38 \$15.38 \$15.38	\$0.00 \$0.00 \$0.00 \$0.00	\$47.95 \$51.44 \$54.94

\$34.95

\$35.84

\$36.76

\$37.67

\$59.32

\$60.24

\$61.15

\$0.00

\$0.00

\$0.00

\$15.38

\$15.38

\$15.38

\$8.10

\$8.10

\$8.10

\$8.10

Issue Date: 02/05/2020

	Effective Date	Base Wa	age H	Lealth	Pension		loyment	Total Rate
	Effective	\$34.0		\$8.10	\$15.38	\$0.0	00	\$57.54
Classification TENDER	12/01/2019		,,,	\$8.10	\$15.38	\$0.0	00	\$58.43
LABORER: CARPENTER TENDER LABORERS - ZONE 2	06/01/2020	\$34.9	,,,	\$8.10	\$15.38	\$0.0	00	\$59.32
LABORERS - ZORE Z	12/01/2020	\$35.8		\$8.10	\$15.38	\$0.	.00	\$60.24
	06/01/2021	\$36.	.10		\$15.38	\$0.	.00	\$61.15
	12/01/2021	\$37.	.67	\$8.10	w			
" LABORER"				\$8.10	\$15.38	\$0	00.0	\$57.54
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$34		\$8.10	\$15.38	3 \$0	00.0	\$58.43
LABORER: CEMENT FINISHER TENDER	06/01/2020		4.95		\$15.3		0.00	\$59.32
LABORERS - ZONE 2	12/01/2020		5.84	\$8.10	\$15.3		0.00	\$60.24
	06/01/2021	\$30	6.76	\$8.10	\$15.3		00.00	\$61.15
	12/01/2021	\$3	37.67	\$8.10	Φ1	· ·		
TAROPER®					\$15.4	44 \$	\$0.00	\$57.69
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$?	34.15	\$8.10	Ψ	•		
LABORER: HAZARDOUS WASTE/ASBESTON								
r in on EDC - 70NE 4			24.21	\$8.10	\$15.	.38	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"	12/01/2019		34.31	\$8.10	616	,38	\$0.00	\$58.68
LABORER: MASON TENDER	06/01/202		\$35.20		415		\$0.00	\$59.57
LABORERS - ZONE 2	12/01/202	20 \$	\$36.09	\$8.10		5.38	\$0.00	\$60.49
	06/01/202		\$37.01		d 4.1.6	5.38	\$0.00	\$61.40
	12/01/202	21	\$37.92	\$8.1	0 ***),36		
TO DE DE					** \$1	5.38	\$0.00	\$57.54
For apprentice rates see "Apprentice- LABORER"	12/01/20	119	\$34.06			5.38	\$0.00	\$58.43
LABORER: MULTI-TRADE TENDER	06/01/20)20	\$34.95		10 n	15.38	\$0.00	\$59.32
LABORERS - ZONE 2	12/01/20	020	\$35.84		,10 A:		\$0.00	\$60.24
	06/01/2		\$36.76	16 \$8.	.10	15.38	\$0.00	\$61.15
	12/01/2		\$37.6	i7 \$8.	.10 \$	15.38	⊅ 0.00	
	1210					10	\$0.00	\$57.54
For apprentice rates see "Apprentice- LABORER"	12/01/2	2019	\$34.0	ე6 \$8	3,10	\$15.38	\$0.00	\$58.43
LABORER: TREE REMOVER	06/01/2		\$34.9	.,,,	0,10	\$15.38		\$59.32
LABORERS - ZONE 2	12/01/		\$35.	.84 \$	0.10	\$15.38	\$0.00	\$60.24
	06/01/		\$36.		0.10	\$15.38	\$0.00	\$61.15
	10/01	/2021 /2021			88.10	\$15.38	\$0.00	
This classification applies to all tree work associated with the removal of stand	12/01/	f2021 ing and ren	aoval of t	oranches and	limbs when	the work i ∩RER"	is not done to:	
This classification applies to all tree work associated with the removal of stand a utility company for the purpose of operation, maintenance or repair of utility	ing irees, and and in it is in	For appre	ntice rate	s see "Appre	and in	\$15,38	\$0.00	\$57.79
a untity company to	12/0!	1/2019		-		\$15.38	\$0.00	\$58.68
LASER BEAM OPERATOR	06/0	1/2020	\$3.	5.20	ф0.10	\$15.38		\$59.57
LABORERS - ZONE 2		1/2020	\$3	,0.02	\$8.10			* ** 40
		01/2021	\$3	33,02	\$8.10	\$15.38	-	0.01.40
		01/2021	\$?	37.92	\$8.10	\$15.38	8 20.00	
	Lau w	/1/2~				200 1	2 \$0.00	\$72.36
For apprentice rates see "Apprentice- LABORER"	02/	01/2020	\$	41.49	\$10.75	\$20.1		
TILE OF THE FINISHERS		/01/2020		\$42.57	\$10.75	\$20.2		67410
MARBLE & TILLE BRICKLAYERS LOCAL 3 - MARBLE & TILE		/01/2021 /01/2021		\$43.08	\$10.75	\$20.2		AMT 30
, and the state of				\$44.20	\$10.75	\$20.4		,o ,ac.05
Need of the Second Seco		3/01/2021	-	\$44.67	\$10.75	\$20.	.43 \$0.0	00 \$13.00
	02	2/01/2022	<u>/</u> 4	₽ 1 .2.0.	•			
CALLED VALLET								

Issue Date: 02/05/2020 Wage Request Number: 20200205-069

Effective	ice - MA e Date - percent 50 60	RBLE & TILE FINISHER - Lo 02/01/2020 A	\$20.75 \$24.89 \$29.04	Health \$10.75 \$10.75 \$10.75	\$20.12 \$20.12 \$20.12	Supplemental Unemployment \$0.00 \$0.00	mC1.06	
3 4	70 80		\$33.19 \$37.34	\$10.75 \$10.75	\$20.12 \$20.12	\$0.00 \$0.00	+<0.01	
Effect Step 1 2 3 4 5	90 ive Date - percent 50 60 70 80 90 es:	08/01/2020	\$21.29 \$25.54 \$29.80 \$34.06 \$38.31	\$10.75 \$10.75 \$10.75 \$10.75 \$10.75	\$20.27 \$20.27 \$20.2 \$20.2 \$20.2	\$0.0 7 \$0.0 7 \$0.0 7 \$0.0	10tal Rate 100 \$52.31 100 \$56.56 100 \$60.82	
Ap RBLE MASON KLAYERS LOCAL	STILELA	o Journeyworker Ratio:1:3 YERS & TERRAZZO MECE & TILE	08/01 02/0 08/0	/2020	\$55.77 \$56.41	\$10.75 \$21.9 \$10.75 \$22.0 \$10.75 \$22.0 \$10.75 \$22.0 \$10.75 \$22.0	\$0.00 \$0.00 \$0.00 \$0.00	\$87.10 \$88.60 \$89.24 \$90.80 \$91.37

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Total Rate

Appre			CO MECHANIC - Local 3 Ma	rble & Tile		Supplemental	170 /
	ive Date -	02/01/2020	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
Step	percent			\$10.75	\$21.93	\$0.00	\$59.89
1	50		\$27.21	•	\$21.93	\$0.00	\$65.33
2	60		\$32.65	\$10.75	\$21.93	\$0.00	\$70.77
3	70		\$38.09	\$10.75	•	\$0.00	\$76.22
J	70		\$43.54	\$10.75	\$21.93	\$0.00	-

60		\$32.65			\$0.00	\$70.77
		\$38.09	\$10.75	\$21.93	\$0.00	
70				\$21.93	\$0.00	\$76.22
80			-		\$0.00	\$81.66
90		\$48.98	\$10.75	V		
e Date -	08/01/2020	Appropriate Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
percent			- -	\$22.08	\$0.00	\$60.72
50					\$0.00	\$66.29
60					\$0.00	\$71.87
70					\$0.00	\$77.45
80		\$44.62				\$83.02
-		\$50.19	\$10.75	\$22.08	ψ0.00	
90						
(80 90 • Date - percent 50 60	80 90 E Date - 08/01/2020 percent 50 60 70 80	\$43.54 \$48.98 Date - 08/01/2020 percent Apprentice Base Wage \$27.89 60 \$33.46 70 \$39.04 \$44.62 \$50.19	\$43.54 \$10.75 \$48.98 \$10.75 \$48.98 \$10.75 \$48.98 \$10.75 \$48.98 \$10.75 \$48.98 \$10.75 \$48.98 \$10.75 \$48.98 \$10.75 \$48.98 \$10.75 \$1	\$43.54 \$10.75 \$21.93 \$48.98 \$10.75 \$21.93 E Date - 08/01/2020 Apprentice Base Wage Health Pension percent \$27.89 \$10.75 \$22.08 60 \$33.46 \$10.75 \$22.08 70 \$39.04 \$10.75 \$22.08 80 \$44.62 \$10.75 \$22.08	\$43.54 \$10.75 \$21.93 \$0.00 \$48.98 \$10.75 \$21.93 \$0.00 \$0 \$48.98 \$10.75 \$21.93 \$0.00 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$

Notes:						 ∤
Apprentice to Journeyworker Ratio:1:5 MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2019 06/01/2020 12/01/2020 06/01/2021 12/01/2021	\$48.23 \$49.31 \$50.45 \$51.54 \$52.68	\$12.50 \$12.50 \$12.50 \$12.50 \$12.50	\$15.70 \$15.70 \$15.70 \$15.70 \$15.70	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$76.43 \$77.51 \$78.65 \$79.74 \$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS" MECHANICS MAINTENANCE	12/01/2019	\$48.23	\$12.50 \$12.50	\$15.70 \$15.70	\$0.00 \$0.00	\$76.43 \$77.51

	12/01/2021	\$32.00	J 1210			
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	10/01/2010	\$48.23	\$12.50	\$15.70	\$0.00	\$76.43
MECHANICS MAINTENANCE	12/01/2019 06/01/2020	\$49.31	\$12.50	\$15.70	\$0.00	\$77.51
OPERATING ENGINEERS LOCAL 4	12/01/2020	\$50.45	\$12.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$51.54	\$12.50	\$15.70	\$0.00	\$79.74 \$80.88
	12/01/2021	\$52.68	\$12.50	\$15.70	\$0.00	
For apprentice rates see "Apprentice- OPERATING ENGINEERS" MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27

Wage Request Number: 20200205-069 Issue Date: 02/05/2020

	Apprenti	ce - M	IILLWRIGHT - Local 1121 Z 04/01/2019	one 2	- Waga	Health	Pension		plemental ployment	Total Rate	
		55 65 75 85	04101120		\$21.38 \$25.27 \$29.15 \$33.04	\$9.90 \$9.90 \$9.90 \$9.90	\$5.3 \$15.1 \$16.1	1 3 0	\$0.00 \$0.00 \$0.00 \$0.00	\$36.59 \$50.30 \$55.15 \$60.00	
ORTAR M BORERS - Z	Notes: Appre		are 2,000 hours Journeyworker Ratio:1:5		12/01/2 06/01/2 12/01/2 06/01/3 12/01/	2020 2020 2021	\$35.20	\$8.10 \$8.10 \$8.10 \$8.10 \$8.10	\$15.38 \$15.38 \$15.38 \$15.38 \$15.38	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$57.79 \$58.68 \$59.57 \$60.49 \$61.40
OH ED (O	entice rates se THER TH.	an tr	ntice- LABORER" UCK CRANES,GRADALLS 4	()	06/01		\$23.08 \$23.63 \$24.20 \$24.75 \$25.33	\$12.50 \$12.50 \$12.50 \$12.50 \$12.50	\$15.70 \$15.70 \$15.70 \$15.70 \$15.70	\$0.00 \$0.00 \$0.00 \$0.00	\$51.28 \$51.83 \$52.40 \$52.95 \$53.53
OXY ED (prentice rates TRUCK C	RANES	rentice- OPERATING ENGINEERS S, GRADALLS) L 4	н	06/0 12/ 06/	01/2019 01/2020 01/2020 01/2021 /01/2021	\$27.64 \$28.29 \$28.97 \$29.61 \$30.29	\$12.50 \$12.50 \$12.50 \$12.50 \$12.50	\$15.70 \$15.70 \$15.70		\$55.84 \$56.49 \$57.17 \$57.81 \$58.49
OTTIVE	apprentice rat R POWER	DRIVE	pprentice- OPERATING ENGINEER EN EQUIPMENT - CLASS I CAL 4	RS"	06 12	/01/2019 5/01/2020 2/01/2020 6/01/2021 2/01/202	\$49.31 \$50.45 \$51.54	\$12.5 \$12.	\$15.70 \$15.70 \$15.70 \$15.7	0 \$0.00 0 \$0.00 0 \$0.00	\$76.43 \$77.5 \$78.6 \$79.7 \$80.8
DAIN	or apprentice t TER (BRI ERS LOCAL	DGES/	Apprentice- OPERATING ENGINE TANKS) E 2	ERS"	(01/01/202 07/01/202 01/01/203	0 \$50.9 0 \$52.0	6 \$8.	20 \$22.	.10 \$0.00	\$81.5 \$82. \$83.

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Wage Request Number: 20200205-069

06/01/2013

Apprentice to Journeyworker Ratio:1:1 PAINTER (SIGN, PICTORIAL & DISPLAY)

PAINTERS LOCAL 35 - ZONE 2

20200205-069 Wage Request Number: Issue Date: 02/05/2020

\$0.00

\$7.05

\$7.07

\$25.81

\$39.93

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Effective Date Base Wage Health Pension Supplemental Total Rate Unemployment

Classification	Cla	ssific	ation
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Effecti	ve Date - 06/01/2013	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Step	percent	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98	
1	50		\$7.07	\$2.45		\$23.72	
2	55	\$14.20				\$25.01	
3	60	\$15.49	\$7.07	\$2.45	, , , , , , , , , , , , , , , , , , ,		
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30	
5		\$18.07	\$7.07	\$7.05	\$0.00	\$32.19	
	70	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48	
6	75			\$7.05	\$0.00	\$34.77	
7	80	\$20.65	\$7.07			\$36.06	
8	85	\$21.94	\$7.07	\$7.05			
9	90	\$23.23	\$7.07	\$7.03	5 \$0.00	\$37.35	
Notes			 -				
Hotes	Steps are 4 mos.					1	
1	54F- 1						
Appr	entice to Journeyworker Ratio:1:1						
	R SANDBLAST, NEW) *	01/01/20	20 \$4	1.86 \$8	.20 \$22.10	\$0.00	\$72.16
NIER (SPRAI O	urfaces to be painted are new construct			2.96 \$8	.20 \$22.10	\$0.00	\$73.26
JO70 Or MOTE OF 3	se used. PAINTERS LOCAL 35 - ZONE 2	01/01/20			.20 \$22.10	\$0.00	\$74,36

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Appre	ntice - PAI	INTER Local 35 Zone 2 01/01/2020	- Spray/Sandblast - New	TToolth	Pension	Supple Unempl	ementai loyment	Total Rate	
	ive Date -	01/01/2020	Apprentice Base Wage	Health	\$0.00		\$0.00	\$29.13	
Step	percent		\$20.93	\$8.20	\$5.94		\$0.00	\$37.16	
1	50		\$23.02	\$8.20	\$6.48		\$0.00	\$39.80	
2	55		\$25.12	\$8.20	\$7.02		\$0.00	\$42.43	
3	60		\$27.21	\$8.20	\$18.86		\$0.00	\$56.36	
4	65		\$29.30	\$8.20			\$0.00	\$59.00	
5	70		\$31.40	\$8.20	\$19.40		\$0.00	\$61.63	
6	75		\$33.49	\$8.20	\$19.94		\$0.00	\$66.89	
7	80		\$37.67	\$8.20	\$21.02		<u>"</u> ,0,00		
8	90	In 000			Pension		appiemental employment	Total Rate	
Eff	ective Date	_ 07/01/2020	Apprentice Base W	age Health			\$0.00	\$29.68	
Ste	p percer	<u>it</u>	\$21.48	\$8.20	\$0.00		\$0.00	\$37.77	
1	50		\$23.63	\$8.20	\$5.94		\$0.00	\$40.46	
2	55		\$25 <i>.7</i> 8	\$8.20	\$6.48		\$0.00	\$43.14	
3	60		\$27.92	\$8.20	\$7.0		\$0.00	\$57.13	
4	65		\$30.07	\$8.20	\$18.8		\$0.00	\$59.82	
	5 70		\$32.22	\$8.20	\$19.4		\$0.00	\$62.51	
(6 75		\$34.37	\$8.20			\$0.00	\$67.88	
	7 80		\$38.66	\$8.20	\$21.	02	\$0.00		
	8 90								
ſ	Notes:					·			
ı	Apprentic	e to Journeyworker Ra	tio:1:1	1/01/2020	455.5	\$8.20	\$22.10 \$22.10	\$0.00 \$0.00	\$70 \$70
ED CODD	AV OR SA	NDBLAST, REPAINT)	01	7/01/2020	\$41.02	\$8.20	\$22.10	\$0.00	\$7

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Wage Request Number: 20200205-069

Ussue Date: 02/05/2020

) wantiss a	PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint
Apprenuce -	

Apprent Effectiv		INTER Local 35 Zone 2 - Sp 01/01/2020	Apprentice Base Wage	Health	Pension	Supples Unemplo	yment	Total Rate	
	percent		\$19.96	\$8.20	\$0.00		\$0.00	\$28.16 \$36.10	
1	50		\$21.96	\$8.20	\$5.94		\$0.00 ¢0.00	\$38.63	
2	55		\$23.95	\$8.20	\$6.48		\$0.00	\$41.17	
3	60		\$25.95	\$8.20	\$7.02		\$0.00	\$55.00	
4	65		\$27.94	\$8.20	\$18.86		\$0.00	\$57.54	
5	70		\$29.94	\$8,20	\$19.40		\$0.00	\$60.08	
6	75		\$31.94	\$8.20	\$19.94		\$0.00	\$65.15	
7	80		\$35.93	\$8.20	\$21.02		\$0.00	φυ	
8	90	_ 07/01/2020		الماء	Pension		plemental nployment	Total Rate	
	ctive Date		Apprentice Base Wag		\$0.00		\$0.00	\$28.71	
Step		i	\$20.51	\$8.20	\$0.00 \$5.9 ₄		\$0.00	\$36.70	
1	50		\$22.56	\$8.20			\$0.00	\$39.29	
2	55		\$24.61	\$8.20	\$6.4		\$0.00	\$41.88	
3	60		\$26.66	\$8.20	\$7.0		\$0.00	\$55.77	
4	65		\$28.71	\$8.20	\$18.8		\$0.00	\$58.37	
5	70		\$30.77	\$8.20	\$19.4		\$0.00	\$60.96	
6	75		\$32.82	\$8.20	\$19.5		\$0.00	\$66.14	
7	80		\$36.92	\$8.20	\$21.	02	90.00		
8	90	•							
1		os are 750 hrs.							
ا آ	porentice	to Journeyworker Ratio:1	:1		\$34.06	\$8.10	\$15.38	\$0.00	\$57.54
TER (TRAF	FIC MAR	KINGS)	12/0	11,2025	#5 1.00	\$8.10	\$15.38	\$0.00	\$58.43
ERS - ZONE 2	140 172			11/2020	μ.σ	\$8.10	\$15.38	\$0.00	\$59.32
				01,2020	\$36.76	\$8.10	\$15.38	\$0.00	\$60.24
				01/2021 /01/2021	\$37.67	\$8.10	\$15.38	\$0.00	\$61.1:
		prentice- LABORER"		/01/2020	\$40.46	\$8.20 \$8.20	\$22.10 \$22.10	\$0.00 \$0.00	\$70.7 \$71.8
TER / TAP 30% or more V paint rate	BR (BRUS of surface shall be us	SH, NEW) * es to be painted are new con ed.PAINTERS LOCAL 35 - ZONE	struction, 07, 2 01	/01/2020 /01/2021	\$41.56 \$42.66	\$8.20	\$22,10	\$0.00	\$72.9

- PAINTER - Local 35 Zo			Pension	Supplemental Unemployment	Total Rate
Juic				\$0.00	\$28.43
	\$20.23				\$36.39
	\$22.25				\$38.96
	\$24.28				\$41.52
	\$26.30				\$55.38
	\$28.32	\$8.20			\$57.95
	\$30.35	\$8.20			\$60.51
	\$32.37	\$8.20			\$65.63
	\$36.41	\$8.20	\$21.02	\$0.00	
maga		til	Pension	Supplemental Unemployment	Total Rate
E Date	Apprentice Base Wage			\$0.00	\$28.98
	\$20.78				\$37.00
	\$22.86				\$39.62
	\$24.94			\$0.00	\$42.23
	\$27.01				\$56.15
	\$29.09			±0.00	\$58.77
	\$31.17			******	\$61.39
	\$33.25			40.00	\$66.62
	\$37.40	\$8.20	\$21.0		
90					ļ
Steps are 750 hrs.					
ventice to Journeyworker	Ratio:1:1 01/01/		\$38.52 \$	8 20 \$22.10	\$0.00 \$0.00 \$0.00
	Date - 07/01/2020 percent 50 55 60 65 70 75 80 90 because 07/01/2020 percent 50 55 60 65 70 75 80 90 Steps are 750 hrs.	Apprentice Base Wage Facent S20.23 \$20.23 \$20.23 \$22.25 \$30 \$24.28 \$30 \$32.30 \$30.35 \$30.35 \$30.35 \$32.37 \$30.35 \$32.37 \$30.41 The Date - 07/01/2020 Apprentice Base Wage \$20.78 \$22.86 \$24.94 \$50 \$22.86 \$24.94 \$31.17 \$33.25 \$33.40	Apprentice Base Wage Health Servent \$20.23 \$8.20 \$20.23 \$8.20 \$22.25 \$8.20 \$22.25 \$8.20 \$24.28 \$8.20 \$26.30 \$8.20 \$28.32 \$8.20 \$30.35 \$8.20 \$30.35 \$8.20 \$30.35 \$8.20 \$32.37 \$8.20 \$32.37 \$8.20 \$4.20 \$4.20 \$5.20	Apprentice Base Wage	Apprentice Base Wage

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Appren	itice - P/	AINTER Local 35 Zone 2 - 1	BRUSH REPA	IINI		•	Suppl	lementai oloyment	Total Rate	
Effectiv	ve Date -	01/01/2020	Amprentic	ce Base Wage	Health	Pension			\$27.46	
Step	percent			\$19.26	\$8.20	\$0.00		\$0.00	\$35.33	
1	50			\$21.19	\$8.20	\$5.94		\$0.00	\$37.79	
2	55			\$23.11	\$8.20	\$6.48		\$0.00	\$40.26	
3	60			\$25.04	\$8.20	\$7.02		\$0.00	\$54.02	
4	65			\$26.96	\$8.20	\$18.86		\$0.00	\$56.49	
5	70			\$28.89	\$8.20	\$19.40		\$0.00	\$58.96	
6	75	·		\$30.82	\$8.20	\$19.94	1	\$0.00	\$63.89	
7	80			\$30.82 \$34.67	\$8.20	\$21.02	L	\$0.00	₫(J2+U2	
8	90			~ -			S [.]	upplemental	· · · Dota	
TO EFA	ective Date	e- 07/01/2020		ntice Base Wag	- Health	Pension		employment	Total Rate	
Effect Step			Appren		\$8.20	\$0.0	10	\$0.00	\$28.01	
1	50			\$19.81	\$8.20 \$8.20	\$5.9		\$0.00	\$35.93	
2	55			\$21.79	\$8.20	\$6.4		\$0.00	\$38.45	
3	60			\$23.77	\$8.20	\$7.0		\$0.00	\$40.97	
3 4	65			\$25.75	\$8.20	***		\$0.00	\$54.79	
5				\$27.73	\$8.20	440		\$0.00	\$57.32	
	_			\$29.72				\$0.00	\$59.84	
6				\$31.70	\$8.20	,	1.02	\$0.00	\$64.88	
7				\$35.66	\$8.20					
8	ブロ	. <u> </u>					-		1	
1		eps are 750 hrs.								
١.		ce to Journeyworker Ratio	3:1:1			+34.0g	\$12.41	\$13.72	\$0.00	\$60.21
	Apprenu	ve DRIVER			,,,201-	\$34.08	\$12.41	\$13.72	\$0.00	\$61.11
L & PICKL	COUNCIL N	KS DRIVER NO. 10 ZONE B			01/2020	\$34.98	\$12.91	*** 20	\$0.00	\$61.61
IEKS	<i>y</i>				01/2020	\$34.98 \$34.98	\$12.91	*****	\$0.00	\$62.7
					01/2020		\$12.91	44.00	\$0.00	\$63.5
					/01/2021	\$35.78 \$35.78	\$13.41	** * * * * * * * * * * * * * * * * * * *	\$0.00	\$64.0
					/01/2021	\$35.78 \$35.78	\$13.41	#1 C 01	\$0.00	\$65.2
					2/01/2021	\$48.94	\$9.90	001 15	\$0.00	\$79.
DC DC	CV CON	STRUCTOR (UNDERPIN	NING AND	08	8/01/2019	\$ 4 6.27	Ψ>			
ሲሆ)										270
E DRIVER LOC	CAL 56 (ZON	NE 1) Apprentice- PILE DRIVER"			08/01/2019	\$48.94	\$9.90	0 \$21.15	\$0.00	\$79
For apprentice			<u>-</u> -	U	3/01/2017	Ψ				

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Issue Date: 02/05/2020

Effective Da Step perc		Apprentice Base Wage			sion U	\$0.00	Total Rate \$55.52	
1 50		\$24.47 \$29.36	\$9.90 \$9.90	\$2	1.15	\$0.00	\$60.41 \$65.31	
2 60 3 70		\$34.26 \$36.71	\$9.90 \$9.90		1.15 21.15	\$0.00 \$0.00	\$67.76	
4 75 5 80		\$39.15	\$9.90		21.15 21.15	\$0.00 \$0.00	\$70.20 \$70.20	
6 80)	\$39.15 \$44.05	\$9.90 \$9.90	\$	21.15	\$0.00 \$0.00	\$75.10 \$75.10	
8 9		\$44.05 	\$9.90 	. — —	21.15 — — –			
Notes:								
Apprenti FITTER & STEAMF FITTERS LOCAL 537	ce to Journeyworker Ratio:1:5	09/01/2 03/01/2 09/01/2 03/01/2	2020 2020	\$54.69 \$56.19 \$57.69 \$59.19	\$10.95 \$10.95 \$10.95 \$10.95	\$19.74 \$19.74 \$19.74 \$19.74	\$0.00 \$0.00 \$0.00 \$0.00	\$85.38 \$86.88 \$88.38 \$89.88

	ve Date - percent	09/01/2019	Apprentice Base Wage	Health	Pension	\$0.00	\$40.83
ep			\$21.88	\$10.95	\$8.00	·	\$55.30
	40		\$24.61	\$10.95	\$19.74	\$0.00	\$63.50
	45		\$32.81	\$10.95	\$19.74	\$0.00	·
	60		\$38.28	\$10.95	\$19.74	\$0.00	\$68.97
ļ	70		\$43.75	\$10.95	\$19.74	\$0.00	\$74.44
i	80						
lffect	tive Date -	03/01/2020	Apprentice Base Wag	e Health	Pension	Supplemental Unemployment	Total Rate
tep	percent				\$8.00	\$0.00	\$41.43
<u> </u>	40		\$22.48	\$10.95	\$19.74	\$0.00	\$55.98
2	45		\$25.29	\$10.95	\$19.74	\$0.00	\$64.40
3	60		\$33.71	\$10.95	•	\$0.00	\$70.02
			\$39.33	\$10.95	\$19.74	\$0.00	\$75.64
4	70		\$44.95	\$10.95	\$19.74	\$0.00	_
5	80						

Apprentice to Journeyworker Ratio:**

Classification

Classification PIPELAYER LABORERS - ZONE 2	12/01/2019 06/01/2020 12/01/2020 06/01/2021 12/01/2021	\$34.31 \$35.20 \$36.09 \$37.01 \$37.92	\$8.10 \$8.10 \$8.10 \$8.10 \$8.10	\$15.38 \$15.38 \$15.38 \$15.38 \$15.38	00	\$57.79 \$58.68 \$59.57 \$60.49 \$61.40
For apprentice rates see "Apprentice- LABORER" PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	09/01/2019 03/01/2020 09/01/2020 03/01/2021	\$59.19 \$60.69	\$11.82 \$11.82	\$17.01 2 \$17.0	\$0.00 \$0.00	\$86.52 \$88.02 \$89.52 \$91.02

Apprentice -	PLUMBER/GASFITTER - Local 12
Apprentice	09/01/2019

Apprentice	_ PLU	UMBER/GASFITTER - Local 12			_ •	Supple	emental loyment	Total Rate	
Effective Des	rcent	09/01/2019 Apprent	s20.19	\$11.82	\$6.16 \$6.99		\$0.00 \$0.00	\$38.17 \$41.89	
1 35 2 40 3 5: 4 6	0		\$23.08 \$31.73 \$37.50 \$43.27	\$11.82 \$11.82 \$11.82 \$11.82	\$9.53 \$11.18 \$12.88		\$0.00 \$0.00 \$0.00	\$53.08 \$60.50 \$67.97	
Effective	75 : Date - percent	03/01/2020 Appre	entice Base Was	ge Health	Pension \$6.1	ı Uncı	pplemental mployment \$0.00	Total Rate \$38.70	
	35 40 55 65 75		\$20.72 \$23.68 \$32.55 \$38.47 \$44.39	\$11.82 \$11.82 \$11.82 \$11.82	\$11.3	53 18	\$0.00 \$0.00 \$0.00 \$0.00	\$42.49 \$53.90 \$61.47 \$69.09	
1	** 1:2 Step4 entice t	2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr with lic\$64.20, Step5 with lic\$71.65 o Journeyworker Ratio:**	09/0 03/0 09/0	1/2019 1/2020 01/2020	\$56.19	\$10.95 \$10.95 \$10.95 \$10.95	\$19.74 \$19.74 \$19.74 \$19.74	\$0.00 \$0.00 \$0.00 \$0.00	\$85.38 \$86.88 \$88.38 \$89.86

03/01/2021

12/01/2019

06/01/2020

12/01/2020

06/01/2021

12/01/2021

\$34.31

\$35.20

\$36.09

\$37.01

\$37.92

\$57.79

\$58.68

\$59.57

\$60.49

\$61.40

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$15.38

\$15.38

\$15.38

\$15.38

\$15.38

\$8.10

\$8.10

\$8,10

\$8.10

\$8.10

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR

LABORERS - ZONE 2

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

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	Effective Date	Base Wa	ige ¹	Health	Pensio	on U	ipplemen nemployi	ment	Total Rate
a Castian		\$35.0		\$8.10	\$15.	.38	\$0.00		\$58.54
Classification POWDERMAN & BLASTER	12/01/2019	\$35.9		\$8.10	\$15	.38	\$0.00		\$59.43
POWDERMAN & BLAGTER LABORERS - ZONE 2	06/01/2020	\$36.8		\$8.10	\$15	.38	\$0.00		\$60.32
LABOREAG	12/01/2020			\$8.10	\$15	5.38	\$0.00		\$61.24
	06/01/2021	\$37.		\$8.10	\$1.	5.38	\$0.00		\$62.15
	12/01/2021	\$38.	,u /	ψσ					\$76.93
For apprentice rates see "Apprentice- LABORER"	12/01/2019	\$48	 .73	\$12.5	0 \$1	5.70	\$0.00		·
POWER SHOVEL/DERRICK/TRENCHING MACHINE		\$49		\$12.5	30 \$1	5.70	\$0.00		\$78.03
OPERATING ENGINEERS LOCAL 4	06/01/2020).98	\$12.5	50 \$1	5.70	\$0.00)	\$79.18
	12/01/2020		2.08	\$12.	50 \$	15.70	\$0.00)	\$80.28
	06/01/2021		3.23	\$12.	_	15.70	\$0.0	0	\$81.43
	12/01/2021	93	J.23	•					\$76.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2019	 s \$4	18.73	\$12	.50 \$	315.70	\$0.0		\$76.93 \$78.03
PUMP OPERATOR (CONCRETE)			19.83	\$12	.50	\$15.70	\$0.0		·
OPERATION OF COLOR OF	06/01/202	_	50.98	\$12	.50	\$15.70	\$0.0		\$79.18
0.2	12/01/202		52.08	\$17	2.50	\$15.70			\$80.28
	06/01/202		53.23			\$15.70	\$0.	.00	\$81.43
	12/01/202	21 3	13.2.3	4-					\$60.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/20	10 5	32.47	\$1	2.50	\$15.70	-	.00	
PUMP OPERATOR (DEWATERING, OTHER)	12/01/20		\$33.22		2.50	\$15.70	_	00.0	\$61.42
OPERATOR (DE M.) OPERATOR (DE M.) OPERATOR (DE M.)	06/01/20	,	\$34.0		12.50	\$15.7	0 \$0	00,0	\$62.20
OI Blosses	12/01/20		\$34.7	_	12.50	\$15.7	0 \$6	0.00	\$62.95
	06/01/20		\$35.5	_	12.50	\$15.7	0 \$	0.00	\$63.74
	12/01/2	021	\$25.~	, , ,					\$37.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	01/01/2	1020	\$24.	00 \$	311.01	\$2.50	0 \$	00.00	\$21.21
PEADY MIX CONCRETE DRIVER	01/01/2	.020						00.00	\$76.43
TEAMSTERS 170 - Dauphinais (Bellingham)	12/01/	2019	\$48.	23	\$12.50	\$15.	.,.	\$0.00	\$77.51
DEGLAIMERS	06/01/		\$49	.31	\$12.50	\$15		\$0.00	\$78.65
OPERATING ENGINEERS LOCAL 4	12/01/		\$50	.45	\$12.50	\$15		\$0.00	\$79.74
	06/01/		\$51	.54	\$12.50	\$15	5,70	\$0.00	\$80.88
	12/01			2.68	\$12.50	\$15	5.70	\$0.00	,500,00
	12/01	12021	•					\$0.00	\$57.79
For apprentice rates see "Apprentice-OPERATING ENGINEERS"	12/01	1/2019	\$3	4.31	\$8.10		5.38		\$58.68
RIDE-ON MOTORIZED BUGGY OPERATOR		1/2020		5.20	\$8.10		5.38	\$0.00	\$59.57
LABORERS - ZONE 2		1/2020		36.09	\$8.10		5.38	\$0.00	\$60.49
		1/2020		37.01	\$8.10		15.38	\$0.00	\$61.40
		1/2021		37.92	\$8.10	\$	15.38	\$0.00	\$01.70
	12/(13/4041	4					#A AA	\$76.43
For apprentice rates see "Apprentice- LABORER"	12/	01/2019	\$	48.23	\$12.5	, ,	15.70	\$0.00	A77 51
POLLED SPREADER/MULCHING MACHINE		01/2020	9	349.31	\$12.	,,,	\$15.70	\$0.00	
OPERATING ENGINEERS LOCAL 4		01/2020		\$50.45	\$12.		\$15.70	\$0.00	********
		/01/2021		\$51.54	\$12.		\$15.70	\$0.00	+00.00
		/01/2021 /01/2021		\$52.68	\$12.	.50	\$15.70	\$0.0	0 \$80.00
	12	/01/4041							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"									
T.Or abb									

OFER (Inc.R	toofer W	aterproofing &Roofer L	Jamproorg)	02/01/2020	\$45.92	\$11.50	Ψ15.50		
OFERS LOCAL 3				08/01/2020	\$47.35	\$11.50	\$15.90	\$0.00	\$74.75
				02/01/2021	\$48.78	\$11.50	\$15.90	\$0.00	\$76.18
				08/01/2021	\$50.21	\$11.50	\$15.90	\$0.00	\$77.61
				02/01/2022	\$51.64	\$11.50	\$15.90	\$0.00	\$79.04
		ntice - ROOFER - Loove Date - 02/01/2020 percent		Apprentice Base Wage \$22.96	Health	Pension \$3.69	Supplemental Unemployment \$0.00	Total Rate	
	2	60		\$27.55	\$11.50	\$15.90	\$0.00	\$54.95	
	3	65		\$29.85	\$11.50	\$15.90	\$0.00	\$57.25	
	4	75		\$34.44	\$11.50	\$15.90	\$0.00	\$61.84	
	5	85		\$39.03	\$11.50	\$15.90	\$0.00	\$66.43	
	Effecti Step	ve Date - 08/01/202	0	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	50		\$23.68	\$11.50	\$3.69	\$0.00	\$38.87	
	2	60		\$28.41	\$11.50	\$15.90	\$0.00	\$55.81	
	3	65		\$30.78	\$11.50	\$15.90	\$0.00	\$58.18	
	4	75		\$35.51	\$11.50	\$15.90	\$0.00	\$62.91	
	5	85		\$40.25	\$11.50	\$15.90	\$0.00	\$67.65	
	1	s** 1:5, 2:6-10, the 1: Step 1 is 2000 hrs.; S (Hot Pitch Mechanic	Steps 2-5 are 10 s' receive \$1.00	:4, then 1:1 00 hrs. hr. above ROOFER)					
OOFER SLA		E / PRECAST CONC		02/01/202	0 \$46.	17 \$11.50	\$15.90	\$0.00	\$73.57
OOFERS LOCAL				08/01/202	0 \$47.	60 \$11.50	\$15.90	\$0.00	\$75.00
				02/01/202	.1 \$49.	03 \$11.50	\$15.90	\$0.00	\$76.43
				08/01/202	21 \$50.	46 \$11.50	\$15.90	\$0.00	\$77.86
		A A A A A A A A A A A A A A A A A A A		02/01/202	22 \$51.	89 \$11.5	315.90	\$0.00	\$79.29
For apprentic		"Apprentice- ROOFER" KER		02/01/202	20 \$49.	36 \$13.3	5 \$24.12	\$2.61	\$89.44
HEETMETAL W	ORKERS I	COCAL 17 - A		08/01/203	20 \$50.	.96 \$13.3	5 \$24.12	\$2.66	\$91.09
				02/01/20	21 \$52.	61 \$13.3	5 \$24.12	\$2.71	\$92.79
				08/01/20	21 \$54.	.36 \$13.3	5 \$24.12	\$2.76	\$94.59
				02/01/20	22 \$56	.11 \$13.3	5 \$24.12	\$2.81	\$96.39

Base Wage

\$45.92

Effective Date

02/01/2020

Classification

ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)

Health

\$11.50

Pension

\$15.90

Supplemental

\$0.00

Unemployment

Total Rate

\$73.32

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Apprent Effective		HEET METAL WORKER - L 02/01/2020		ce Base Wage	Health	1 Charon	Suppleme Unemploy	yment	Total Rate \$39.97	
	percent		Approx	\$20.73	\$13.35	\$5.89		00.00	\$39.97	
1	42			\$20.73	\$13.35	\$5.89		00.00	\$49.11	
2	42			\$20.73	\$13.35	\$11.13		\$1.43	\$49.11 \$49.11	
3	47			\$23.20 \$23.20	\$13.35	\$11.13		\$1.43	\$49.11 \$52.63	
4	47			\$23.20 \$25.67	\$13.35	\$12.08		\$1.53	\$52.63 \$52.89	
5	52			\$25.67 \$25.67	\$13.35	\$12.33		\$1.54	\$52.89 \$58.37	
6	52	,			\$13.35	\$13.70		\$1.70		
7	60			\$29.62	\$13.35	\$15.15		\$1.80	\$62.38	
8	65			\$32.08	\$13.35	\$16.56		\$2.01	\$68.94	
9	75			\$37.02	\$13.35	\$17.96		\$2.20	\$75.47	
10	85			\$41.96	\$17.~~	•				
10	05	_						plemental nployment	Total Rate	
Effe	ctive Date	e - 08/01/2020	Appre	entice Base Wa	age Health	Pension		\$0.00	\$40.64	
Step				\$21.40	\$13.35	\$5.89			\$40.64	
1	42			\$21.40	\$13.35	\$5.89		\$0.00	\$49.88	
2	42			\$23.95	\$13.35	\$11.13		\$1,45	\$49.88	
3	47			\$23.95	\$13.35	\$11.13	3	\$1.45	\$53.49	
4	47			\$23.93 \$26.50	\$13.35	\$12.0	8	\$1.56	\$53.75	
5	52			\$26.50	*** 0.05	\$12.3	.3	\$1.57	\$59.36	
6	52			\$30.58		\$13.7	/0	\$1.73	#C2 47	
7		ı		\$30.38 \$33.12	*40.35			\$1.85	070 17	
8	_	j		\$33.12 \$38.22		410	56	\$2.04	, 447.04	
9	-					616	.96	\$2.24	\$10,01	
	10 85			\$43.32						
									,	
رآ ا	Notes:	- 6 mag								
1 1		teps are 6 mos.								\$6
1	Annrenti	ice to Journeyworker Rati	0:1:4			\$34.54	\$12.41	\$13.72	\$0.00	\$6 \$6
	CARTHA	MOVING EQUIP < 35 TO	18		2/01/2012	φυ 1.2 .	\$12.41	\$13.72	\$0.00	\$6 \$6
ALIZED , TERS JOINT	COUNCIL 1	NO. 10 ZONE B			0/01/2020	Ψ.2.2.1.1	\$12.91	\$13.72	\$0.00	\$6 \$6
i ar-					0/01/20	\$35.44	\$12.91	\$14.82		
		•			2/01/2020	\$36.24	\$12.91	\$14.82		\$
					06/01/2021 08/01/2021	\$36.24	\$13.41		\$0.00 1 \$0.00	\$ \$

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Issue Date: 02/05/2020

		Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	Effective Date			\$13.72	\$0.00	\$60.96
Classification Service FOLUP > 35 TONS	12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$61.86
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$62.36
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2020	\$35.73	\$12.91		\$0.00	\$63.46
	12/01/2020	\$35.73	\$12.91		** **	\$64.26
	06/01/2021	\$36.53	\$12.91	\$14.82	40.00	\$64.76
	08/01/2021	\$36.53	\$13.41	\$14.82		\$65.95
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	
			\$9.68	\$19.80	90.00	\$89.55
	01/01/2020			\$19.60	00.00	\$91.05
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone I	03/01/2020			410.0	** **	\$92.55
SPRINKLER FILLERS LOCALIST	10/01/2020	\$63.48		***	*** ***	\$94.05
	03/01/2021	\$64.98	\$9.47	\$19.6	U \$3,00	

ctive	e Date -	RINKLER FITTER - Local 550 01/01/2020	pprentice Base Wage	Health	Pension	Unemployment	Total Rate \$42.05
р	percent		\$21.02	\$9.68	\$11.35	\$0.00	\$45.71
	35		\$24.03	\$9.68	\$12.00	\$0.00	\$49.36
	40		\$27.03	\$9.68	\$12.65	\$0.00	\$53.02
	45		\$30.04	\$9.68	\$13.30	\$0.00	\$56.67
ł	50		\$33.04	\$9.68	\$13.95	\$0.00	\$60.32
5	55		\$36.04	\$9.68	\$14.60	\$0.00	\$63.98
6	60		\$39.05	\$9.68	\$15.25	\$0.00	\$67.63
7	65		\$42.05	\$9.68	\$15.90	\$0.00	\$71.28
8	70		\$45.05	\$9.68	\$16.55	\$0.00	\$74.94
9	75		\$48.06	\$9.68	\$17.20	\$0.00	φ- -
10 Effec	80 tive Date:	_ 03/01/2020	Apprentice Base Wa	ige Health	Pension	Supplemental Unemployment	Total Rate
Step			\$21.69	\$9.47	\$11.15	\$0.00	\$46.06
1	35		\$24.79	\$9.47	\$11.80	\$0.00	\$49.81
2	40		\$27.89	\$9.47	\$12.45	\$0.00	\$53.56
3	45		\$30.99	\$9.47	\$13.10	\$0.00	\$57.31
4	50		\$34.09	\$9.47	\$13.75	\$0.00	\$61.06
5	55		\$37.19	\$9.47	\$14.40	\$0.00	\$64.81
6	60		\$40.29	\$9.47	\$15.05		\$68.56
7	65		\$43.39	\$9.47	\$15.70		ACO 21
8	70		\$46.49	\$9.47	\$16.35		*#CDC
9	75		\$49.58	\$9.47	\$17.0	0.00	φ, 0.05
	0 80						
	0 80	rentice entered prior 9/30/10:					

Apprentice to Journeyworker Ratio:1:3

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	mor disa Data	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Classification	Effective		\$12.50	\$15.70	\$0.00	\$76.43
STEAM BOILER OPERATOR	12/01/2019	\$48.23		\$15.70	\$0.00	\$77.51
STEAM BOILER OF EIGHT OF OPERATING ENGINEERS LOCAL 4	06/01/2020	\$49.31	\$12.50	\$15.70	\$0.00	\$78.65
0. 8	12/01/2020	\$50.45	\$12.50	\$15.70	\$0.00	\$79.74
	06/01/2021	\$51.54	\$12.50	-	\$0.00	\$80.88
	12/01/2021	\$52.68	\$12.50	\$15.70	,gU.00	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"		\$48.23	\$12.50	\$15.70	\$0.00	\$76.43
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/01/2019	-	\$12.50	\$15.70	\$0.00	\$77.51
OPERATING ENGINEERS LOCAL 4	06/01/2020	\$49.31	\$12.50	\$15.70	** **	\$78.65
	12/01/2020	\$50.45	•			\$79.74
	06/01/2021	\$51.54	\$12.50		+= 00	\$80.88
	12/01/2021	\$52.68	\$12.50	g15,70	, , =:	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"			\$13.00	\$16.80	\$0.00	\$69.62
TELECOMMUNICATION TECHNICIAN	09/01/2019	\$39.76				\$70.25
ELECTRICIANS LOCAL 103	03/01/2020	\$40.13	***	, . 		\$71.36
	09/01/2020	\$41.20				\$72.93
	03/01/2021	\$42.66		v +∵ 		\$74.70
	09/01/2021	\$44.32		***		\$76.32
	03/01/2022	\$45.83				\$78.17
	09/01/2022	\$47.5	5 \$13.0		·-	\$79.84
	03/01/2023	\$49.1	1 \$13.0	00 \$17.	/3 \$0.00	Ψ, , , , , ,

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Total Rate

ctive		09/01/2019	N TECHNICIAN - Local 103 Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
)	percent		\$17.89	\$13.00	\$0.54	\$0.00	\$31.43
	45		\$17.89	\$13.00	\$0.54	\$0.00	\$31.43
	45		\$17.89 \$19.88	\$13.00	\$13.75	\$0.00	\$46.63
	50		,	\$13.00	\$13.75	\$0.00	\$46.63
	50		\$19.88	\$13.00	\$14.06	\$0.00	\$48.93
	55		\$21.87	\$13.00	\$14.37	\$0.00	\$51.23
	60		\$23.86	\$13.00	\$14.69	\$0.00	\$53.53
	65		\$25.84	\$13.00	\$14.99	\$0.00	\$55.82
	70		\$27.83	\$13.00	\$15.30	\$0.00	\$58.12
	75		\$29.82	\$13.00	\$15.61	\$0.00	\$60.42
0	80		\$31.81	Φ12.00	•		
ffect	ive Date -	03/01/2020	Apprentice Base Wa	re Health	Pension	Supplemental Unemployment	Total Rate
tep	percent			\$13.00	\$0.54	\$0.00	\$31.60
L	45		\$18.06	\$13.00	\$0.54	\$0.00	\$31.60
2	45		\$18.06	\$13.00 \$13.00	\$14.00	\$0.00	\$47.07
3	50		\$20.07	\$13.00	\$14.00	\$0.00	\$47.07
4	50		\$20.07	\$13.00	\$14.31	\$0.00	\$49.38
5	55		\$22.07	\$13.00	\$14.62	\$0.00	\$51.70
6	60		\$24.08	\$13.00	\$14.94	\$0.00	\$54.02
7	65		\$26.08	\$13.00	\$15.26	\$0.00	\$56.35
8	70		\$28.09	\$13.00 \$13.00	\$15.56	\$0.00	\$58.66
	75		\$30.10	\$13.00	\$15.87		\$60.97
9			\$32.10	\$13.00	Ψ		

	_ 		-			
Apprentice to Journeyworker Ratio:1:1				\$21.94	\$0.00	\$86.03
	02/01/2020	\$53.34	\$10.75	, i	,	\$87.53
TERRAZZO FINISHERS	08/01/2020	\$54.69	\$10.75	\$22.09	\$0.00	
BRICKLAYERS LOCAL 3 - MARBLE & TILE		•	\$10.75	\$22.09	\$0.00	\$88.17
	02/01/2021	\$55.33	·	7	\$0.00	\$89.73
	08/01/2021	\$56.73	\$10.75	\$22.25	*	
	02/01/2022	\$57.32	\$10.75	\$22.25	\$0.00	\$90.32
	02/01/2022	يود, ړ پې	•			

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Appı	rentice	-	RRAZZO FINISHER - Loc			4.4	Pension	Supplem Unemploy		Total Rate	
Effe	ctive I	Date -	02/01/2020	Apprent	tice Base Wage	Health			\$0.00	\$59.36	
Step		ercent			\$26.67	\$10.75	\$21.94	đ	\$0.00	\$64.69	
1		50			\$32.00	\$10.75	\$21.94		\$0.00	\$70.03	
2	i	60			\$37.34	\$10.75	\$21.94		\$0.00	\$75.36	
3		70			\$42.67	\$10.75	\$21.94	ľ	\$0.00	\$80.70	
4		80			\$48.01	\$10.75	\$21.94		20.00		
5		90			-			Supp	olemental	Total Rate	
1074	ce-atit	ve Date -	08/01/2020		entice Base Wag	ge Health	Pensior	_	ployment		
		percent		Appre		\$10.75	\$22.09	,9	\$0.00	\$60.19	
1		50			\$27.35	\$10.75	\$22.0	J9	\$0.00	\$65.65	
		60			\$32.81	\$10.75	0		\$0.00	\$71.12	
	2	70			\$38.28	\$10.75	***		\$0.00	\$76.59	
	3	80			\$43.75	\$10.75	400.0		\$0.00	\$82.06	
	4 5	90			\$49.22	\$10.7-					
	5	7 0								1	
ſ	Notes	s:									
1	[_	— — Datio							\$0.00	\$65.40
	App	rentice t	to Journeyworker Ratio:	1:3	12/0	1/2019	Q-1010 -	ф6.10	J J 0.0 -	\$0.00	\$66.39
r BORING	1 DRII	LLER					ψ-11.12	\$6.10	\$16.80	\$0.00	\$67.37
RERS - FOU	NDATIC	ON AND M	<i>IARINE</i>				\$42.47	ф0.10	\$16.80	\$0.00	\$68.39
						01/2021	\$43.49	\$8.10	\$16.80	\$0.00	\$69.4
						01/2021	\$44.50	\$8.10	\$16.80	\$0.00	
			- onup"					00.10	\$16.80	\$0.00	\$64.1
For apprentic	e rates	see "Appre	rentice- LABORER"			/01/2019	\$39.22	\$8.10 eq 10	\$16.80	\$0.00	\$65.1
DODIN	IC DR	rii T.ER I	HELPER		06/	/01/2020	\$40.21	\$8.10	\$16.80	\$0.00	\$66.
ST BOKIN	UNDAI	TON ALL	MARGIN-		12	2/01/2020	\$41.19	\$8.10	\$16.80	\$0.00	\$67.
						6/01/2021	\$42.21	\$8.10	\$16.80	\$0.00	\$68.
					17	2/01/2021	\$43.22	\$8.10	Ø10		
	ne/	· · · · · · · · · · · · · · · · · · ·	pprentice- LABORER"			: 2010	\$39.10	\$8.10	\$16.80		\$64 \$64
	O.I.C. I	ABORE	ER			2/01/2019	\$39.10 \$40.09	\$8.10	\$16.80		\$64 \$65
EST BORI ABORERS - F	NG P	ABOAC ATION AN	√D MARINE			06/01/2020	\$41.07	\$8.10	\$16.80		\$6: \$6
ABUREAL	•					12/01/2020	\$42.09	\$8.10	\$16.80		
						06/01/2021	\$42.09 \$43.10		\$16.80	00.00	\$6
					٦	12/01/2021	، د ۲۰۰۰			20.00	
T anni	rice	-ates sec "/	Apprentice- LABORER"			12/01/2019	\$48.23	\$12.50		_	\$ [.]
TO A CTOE	PS/PO	RTABL	E STEAM GENERALO	RS.		06/01/2020		***		+	\$
OPERATING	; ENGI	NEERS LO	CAL 4			12/01/2020					\$
O.						06/01/2021				20	4
						12/01/2021			.50 \$15.7	70 \$0.00	
			, "Apprentice- OPERATING EN	dh		Lance					

	- a stua Dota	Base Wage	Health	Pension	Suppleme Unemplo	yment	otal Rate
	Effective		\$12.41	\$13.72	\$0.00		661.25
Classification FOUPMENT	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	•	\$62.15
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	,	\$62.65
TEAMSTERS JOINT COUNCIL HOUSE	08/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	0	\$63.75
	12/01/2020	\$36.02		\$14.82	\$0.0	0	\$64.55
	06/01/2021	\$36.82	\$12.91	** 4 00	0	10	\$65.05
	08/01/2021	\$36.82	\$13.41			00	\$66.24
	12/01/2021	\$36.82		217.2		00	\$76.68
	12/01/2019	\$51.38	\$8.10				\$77.67
TUNNEL WORK - COMPRESSED AIR	06/01/2020	\$52.37	\$8.10		**		\$78,65
LABORERS (COMPRESSED AIR)	12/01/2020	\$53.35	\$8.10		***	.00	\$79.67
	06/01/2021	\$54.3	7 \$8.10				\$80.68
	12/01/2021		***	0 \$17.	20 \$0	00,0	
	12/01/2021	•••				0,00	\$78.68
For apprentice rates see "Apprentice-LABORER"	12/01/2019	\$53.3	38 \$8.1		.20		\$79.67
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2020			10 \$17	,200	0.00	\$80.65
TUNNEL WORK - COM LABORERS (COMPRESSED AIR)				10 \$17	1.20	00.00	\$81.67
LABOREM	12/01/202			10 \$1	1 1250	00.00	\$82.68
	06/01/202			.10 \$1	7.20	\$0.00	\$82.00
	12/01/202	51 201	,50				\$68.75
For apprentice rates see "Apprentice- LABORER"	- 101/00	10 \$47	3.45 \$8	.10 \$1	1,,20	\$0.00	\$69.74
For apprentice rates see "Apprentic	12/01/20			3.10 \$	17.20	\$0.00	\$70.72
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	06/01/20		T-1.		17.20	\$0.00	*
LABORERS (FREE AIR LEAD	12/01/20	,,20	5,42		17.20	\$0.00	\$71.74
	06/01/2				17.20	\$0.00	\$72.75
	12/01/2	021 \$4	17.45 \$	10.10			\$70.75
C. LABORER"			45.45	\$8.10	\$17.20	\$0.00	
For apprentice rates see "Apprentice- LABORER"	12/01/2	.012	73.10		\$17.20	\$0.00	\$71.74
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/		,0	\$8.10	\$17.20	\$0.00	\$72.72
LABORERS (FREE AIR TUNNEL)	12/01/	2020	β ⊣ 1.12	\$8.10	\$17.20	\$0.00	\$73.74
	06/01/	2001	\$48.44	•	\$17.20	\$0.00	\$74.75
	12/01	/2021	\$49.45	\$8.10	Ψ		
- optibil				\$12.41	\$13.72	\$0.00	\$60.67
For apprentice rates see "Apprentice- LABORER"		1,202-	\$34.54		\$13.72	\$0.00	\$61.57
	06/0	1/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$62.07
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/0	1/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
		1/2020	\$35.44	\$12.91	\$14.82		\$63.97
The state of the s		1/2021	\$36.24	\$12.91			\$64.47
ESCHIEFT)1/2021	\$36.24	\$13.41	\$14.82		06566
NAME OF THE PROPERTY OF THE PR		01/2021	\$36.24	\$13.41	\$16.01		
The state of the s		01/2019	\$34.31	\$8.10	\$15.38	44	, 450 (0
- COPERATOR			\$35.20	\$8.10	\$15.3		, 400.57
WAGON DRILL OPERATOR LABORERS - ZONE 2		/01/2020	\$36.09	\$8.10	\$15.3		****
LABORERO 2		/01/2020	\$37.01	\$8.10	\$15.3		ው ተረ1 <i>ለ</i> በ
		/01/2021		\$8.10	\$15.3	38 \$0.0	60 \$61.40
	12	2/01/2021	\$37.92	φ0.20			
TABORER"							
For apprentice rates see "Apprentice- LABORER"							

Tours Bates 02/0000

	Effective Date F	Base Wage	e Healtl	th Per	nsion U	upplemental I <u>nemployment</u>	
	Enective 2	\$48.73	\$12.	50 \$	\$15.70	\$0.00	\$76.93
Classification	12/01/2019	-			\$15.70	\$0.00	\$78.03
VASTE WATER PUMP OPERATOR PPERATING ENGINEERS LOCAL 4	06/01/2020	\$49.83	240	2,50	\$15.70	\$0.00	\$79.18
PERATING ENGINEERS 20 5	12/01/2020	\$50.98	•	2.50	\$15.70	\$0.00	\$80.28
	06/01/2021	\$52.08	•	2.50		\$0.00	\$81.43
	12/01/2021	\$53.23	, \$17	12.50	\$15.70	30.00	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"		\$57.69		11.82	\$17.01	\$0.00	\$86.52
For apprentice rates see Apprent	09/01/2019				\$17.01	\$0.00	\$88.02
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2020	\$59.15		11.02	\$17.01	\$0.00	\$89.52
PLUMBERS & GASFII IEIS EUGIA	09/01/2020	\$60.6		311.82		\$0.00	\$91.02
	03/01/2021	\$62.1	.9 \$	\$11.82	\$17.01	φυ.υ-	
TO THE OF THE OF THE LUMBER OF	SFITTER"						
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GAS	· 				\$1.86	\$0.00	\$39.44
Outside Electrical - East	09/01/2019	\$28.5	.03	\$8.75		\$0.00	\$40.81
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/2020	\$29.	.67	\$9.25	\$1.89		
For apprentice rates see "Apprentice- LINEMAN"		\$40	ΩΔ	\$8.75	\$10.02	\$0.00	\$59.61
	09/01/2019		,,,,,,	\$9.25	\$10.27	\$0.00	\$61.55
OUTSIDE ELECTRICAL WORKERS	08/30/2020	\$42	.03				\$52.25
For apprentice rales see "Apprentice- LINEMAN"	09/01/2019	\$3	3.64	\$8.75	\$9.86		\$53.94
- CYDIDMAN CDI.	08/30/2020		4.62	\$9.25	\$10.07) 30.00	- -
OUTSIDE ELECTRICAL WORKERS - EAST DO THE	Varavia	,				#0.00	\$36.97
"Apprentice- LINEMAN"	09/01/2019	a \$7	26.43	\$8.75	\$1.79	** **	200 27
			27.20	\$9.25	\$1.82	\$0.00	\$20.~,
OUTSIDE ELECTRICAL WORKERS	08/30/2020	() w-	.,,,,,,			- 90.00	\$63.69
For apprentice rates see "Apprentice- LINEMAN"	09/01/201	10 \$	40.84	\$8.75			0.00.00
- PER ATOR (Class A CDL)			42.03	\$9.25	\$14.3	35 \$0.00) 302.00
EQUIPMENT OPERATOR (Class t Local 104 OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/202	20 +	72.0-				0 \$55.44
For apprentice rates see "Apprentice- LINEMAN"	- 121/05		\$36.04	\$8.75	\$10.	.65 \$0.00	•
TOP (Class B CDL)	09/01/20			\$9.25	#10	.87 \$0.00	00 \$57.21
EQUIPMENT OPERATOR (Class 2) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/20	,20 ²	\$37.09	₩>•			
OUTSIDE ELECTRONS				\$8.75	5 \$1.6	65 \$0.0	
For apprentice rates see "Apprentice- LINEMAN"	09/01/20		\$21.62				00 \$33.17
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/20	020	\$22.25	\$9.25			
Equapprentice rates see "Apprentice- LINEMAN"	09/01/2	2019	\$26.43	\$8.7	, -		.00
	08/30/2		\$27.20		25 \$1	1.82 \$0.	,00
GROUNDMAN -INEXPERIENCE (DO OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	(\&\JVI2	:020	Ψ=				100 \$73.9
For apprentice rates see "Apprentice- LINEMAN"	-0/01		\$48.05	\$8.7	.75 \$1	17.19 \$0	,,00
THE SAN	09/01/2			40.4		17.48 \$0).00 \$76.
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/30/	/2020	\$49.45	j ψ2+	43		

Page 37 of Wage Request Number: 20200205-069

Total Rate

Apprentice -	LINEMAN (Outside Electrical) - East Local 104
FF	0.01/0.10

Ef	ffective	e Date -	NEMAN (Outside Electrical) 09/01/2019	Apprentice Base Wage	Health	Pensio	_	Supplemental Unemployment	Total Rate	
		percent		\$28.83	\$8.75	\$3,3	36	\$0.00	\$40.94	
1		60		\$31.23	\$8.75	\$3.4	44	\$0.00	\$43.42	
2	1	65		\$31.23 \$33.64	\$8.75	\$3.5	51	\$0.00	\$45.90	
3	}	70		\$33.04 \$36.04	\$8.75	\$5.0		\$0.00	\$49.87	
4	4	75		•	\$8.75	\$5.		\$0.00	\$52.34	
5	5	80		\$38.44	\$8.75	\$5,		\$0.00	\$54.82	
-	6	85		\$40.84 \$43.25	\$8.75		.30	\$0.00	\$59.30	
-	7	90		Φ*TJ - 4-√	Ψ					
1	Effecti	ive Date -	08/30/2020	Apprentice Base Wage	e Health	Pens	sion	Supplemental Unemployment	Total Rate	
	Step	percent		\$29.67	\$9.25		3.39	\$0.00	\$42.31	
	1	60			\$9.25		3.46	\$0.00	\$44.85	
	2	65		\$32.14	\$9.25		3.54	\$0.00	\$47.41	
	3	70		\$34.62	\$9.25	_	5.11	\$0.00	\$51.45	
	4	75		\$37.09			5.19	\$0.00	\$54.00	
	5	80		\$39.56	\$9.25	_	35.26	\$0.00	\$56.54	
	6	85		\$42.03	\$9.25		57.34	\$0.00	\$61.10	
	7	90		\$44.51 	\$9.25 	,				
	Notes	_ — — s:		<u> </u>					1	
	i		Vor Patio:1:2							
			Journeyworker Ratio:1:2	02/04/2	 2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
DATA CA	ABLE '	SPLICER	EAST LOCAL 104	52,						22.6.77
				02/04/2	2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
DATA LI DE ELECT	NEMA RICAL I	VORKERS - I	PMENT OPERATOR EAST LOCAL 104					22.14	\$0.00	\$36.77
DATA W	TDEN	AN/INST	CALLER/TECHNICIAN	02/04/2	2019	\$28.93	\$4.70	\$3.14	\$0.00	Ψ., σ., σ., σ., σ., σ., σ., σ., σ., σ., σ
DAIA W IDE ELECT	RICAL	WORKERS -	EAST LOCAL 104				20.51	5 \$0.00	\$0.00	\$22.06
E TRIMM	MER			01/31/		\$18.51	\$3.55			
UNE ELECT	TRICAL I	WORKERS -	EAST LOCAL 104 tree work done: (a) for a utility connect the utility company's equipment,	DRA cooperative, OU	railroad or cr	oal mining com	pany, and	(b) for the purpose	of	
This classific	cation ar	plies only to	o tree work done: (a) for a utility coning the utility company's equipment,	t, and (c) by a person who is usi	ng hand or n	nechanical cutti	ing methe	ds and is not on the	ground.	
This classific	ication do	oes not appry	7 10 Wildicate Late	01/31/		\$16.32	\$3.5	5 \$0.00	\$0.00	\$19.87
E TRIMA	MEK U	ROUNDA	- EAST LOCAL 104 o tree work done; (a) for a utility con				88	4 day for the numose	± of	

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.

Page 38 of 39 Wage Request Number: 20200205-069 Issue Date: 02/05/2020

Total Rate Supplemental Pension Unemployment Effective Date Base Wage Health Classification

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

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

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.

Page 39 20200205-069 Wage Request Number: Issue Date: 02/05/2020

Appendix 10 FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)

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Town of Natick, Massachusetts Contract for Services Related to the Furnishing of Roadway Improvements at Various Locations – 2020

the Town of Natick, Massachusetts, with an a Central Street, Natick, MA 01760, acting by the "Town of Natick," the "Town," or the "Ca corporation organized under the laws of Massachusetts.	Owner"), and
the "Town of Natick," the "Town," or the "C a corporation organized under the laws of M at	assachusetts, with a principal office located (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations - 2020, as set forth in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2020 ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2020. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2020.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Town of Natick, Massachusetts Contract for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2020

Highest Priority:

Amendments to Contract (if any)

Second Priority:

Contract

Third Priority:

Addenda to the IFB (if any)

Fourth Priority:

Fifth Priority:

Contractor's Bid.

Payment 5.

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In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference. Price adjustments and retainage shall be calculated and paid according to the IFB.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due fifteen (15) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within fifteen (15) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees,

Town of Natick, Massachusetts Contract for Services Related to the Furnishing of Roadway Improvements at Various Locations – 2020

agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or ratification by the Town of any breach hereof by the Contractor.

6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
 - c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
 - d. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
 - e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
 - f. All certificates and policies shall contain the following provision:
 - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
 - g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
 - h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

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- No insurance shall be obtained from an insurer which: i.
 - is not licensed to sell insurance in the Commonwealth of (1)
 - is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; (2)
 - Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an j. immediate termination thereof.
 - The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance k. maintained by the Contractor.

Indemnification 9.

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

No Personal Liability 10.

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town

of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

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The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited 15.

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

No Smoking 16.

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

Criminal Background Screening 17.

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's preemployment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

Delays/Force Majeure 18.

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Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to

resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
 - c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
 - d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
 - e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and

consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

Notices 20.

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town:

William Chenard, Deputy Town Administrator, Operations Natick Town Hall

13 East Central Street Natick, MA 01760

With copies to:

Karis L. North, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410

Quincy, MA 02169

If to the Contractor:

Miscellaneous Provisions 21.

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- Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of a. Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach b. thereunder, except as may be specifically agreed in writing. forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
 - f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
 - g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
 - h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
 - i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
 - j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents,

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subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include 1. persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
 - m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.
 - n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
 - o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
 - p. This Contract may be amended only by written consent of the parties.
 - This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract.

When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of the Contract
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- U. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

The Town of Natick, Massachusetts by: (Printed Name of Contractor) by: the Natick Board of Selectmen Signature Michael J. Hickey, Jr., Chair Printed Name Susan G. Salamoff, Vice Chair Printed Title Jonathan H. Freedman, Clerk Dated: Karen Adelman-Foster, Member Richard P. Jennett, Jr., Member Dated: _____ APPROVED AS TO AVAILABILITY OF APPROPRIATION: In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders. Dated:_____ Arti P. Mehta Comptroller, Town of Natick APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE): Dated: _____ Karis L. North, Esq.

CERTIFICATE OF VOTE

		, hereby certifyof		
I,(Clerk/Se	ecretary)		of	
that I am the duly qualified and acting		(7	Title)	
(Corporation Name) and I further certify that at a meeting of the Directors of said Corporation duly called an held on 20, at which meeting all Directors were present and voting, the following vote was unanimously passed:			tion duly called and resent and voting,	
VOTED: To auth	norize and empower eit	ther ;		
(Name)	(Title) (Title)	; or		
,				
(Name)	(Title),	e), ag singly, to execute all contracts and bonds on behalf of the		
Corporation.		s still in effect on this the modified in any respect.	day of	
	Signature			
	Printed Name			
The certifica current "cert	Printed Title tion contained here abo ification of authority to	ove shall be executed by CO o sign for the Corporation" s	NTRACTOR or copy of hall be attached.)	

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