

TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Jeremy Marsette, P.E., Director, Natick Public Works
Tom Hladick, Assistant Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: October 4, 2021

SUBJECT: SECOND CONTRACT EXTENSION/CRACK SEALING

In late 2019, the Metropolitan Area Planning Council (MAPC), a consortium in which Natick participates, opened bids pursuant to M.G.L. c. 30, §39M, for the purchase and laying of crack sealing on Natick roads. The Town participates in a cooperative bid through the MAPC annually. Sealcoating, Inc. dba Indus, 825 Granite Street, Braintree, MA 02184 was the lowest responsible and eligible bidder.

For Natick, Sealcoating, Inc.'s bid translated to \$8.47/gallon for regular asphalt and \$9.87/gallon for modified asphalt. Natick spends approximately \$36,400.00 annually, according to the Public Works Director.

The Town awarded one-year contract for 2020.

These contracts were eligible to be renewed through December 31, 2021, and again through December 31, 2022.

In or about November 2020, the Select Board voted to extend the term of the contract through December 31, 2021.

After consulting with Mr. Marsette, the prices that we received for crack sealing are very unlikely to be duplicated in an ever-increasing market price bid environment. We recommend that the Natick Select Board award an extension of the contract through December 31, 2022.

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

Funding: Natick Public Works Operating Budget (\$36,400.00)

(To be placed upon Town of Natick letterhead.)

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

October 20, 2021

Sealcoating, Inc.
dba Indus
825 Granite Street
Braintree, MA 02184

RE: Crack Sealing MAPC – Town of Natick

NOTICE OF EXERCISE OF SECOND ONE (1)-YEAR OPTION FOR RENEWAL

Dear Sir/Madam:

As you are aware, the Town of Natick, Massachusetts and Markings, Inc. are parties to a contract for the procurement of crack sealing, which was through the Metropolitan Area Planning Council (MAPC) (“Contract.”)

The Natick Selectmen awarded a contract for one (1) year in January 2020.

Article 5.1 of the Contract provides for an initial term, with options by the municipality to renew through December 31, 2021, and again through December 31, 2022.

By vote of the Natick Select Board, on November 18, 2020, the Town of Natick extended the term of the contract, such that it will run from the execution of the contract and will expire December 31, 2021.

By vote of the Natick Select Board, on October 20, 2021, the Town of Natick has again extended the term of the contract, such that it will run from the execution of the contract and will expire December 31, 2022.

All provisions of the Contract shall remain in full force and effect during this option period.

Thank you for your consideration.

Very truly yours,

The Natick Select Board

Karen Adelman-Foster, Vice Chair

Richard P. Jennett, Jr., Vice Chairman

Michael J. Hickey, Jr., Clerk

Paul Joseph

Susan G. Salamoff

cc.

James Errickson, Town Administrator
Jeremy Marsette, P.E., Director, Natick Public Works
Bryan R. Le Blanc, Procurement Officer
Michelle Laramee, Comptroller
Karis L. North, Esq., Office of the Town Counsel

Jonathan Freedman, Chair
Karen Adelman-Foster, Vice Chair
Richard P. Jennett, Jr., Clerk
Susan G. Salamoff
Michael J. Hickey, Jr.
PHONE 508-647-6410
EMAIL selectmen@natickma.org



Town of Natick • Select Board Office

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 18, 2020

Sealcoating, Inc.
dba Indus
825 Granite Street
Braintree, MA 02184

RE: Crack Sealing MAPC – Town of Natick

NOTICE OF EXERCISE OF FIRST OPTION FOR RENEWAL

Dear Sir/Madam:

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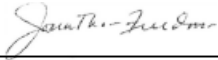
By vote of the Natick Select Board, on November 18, 2020, the Town of Natick has extended, and has made effective, the term of the contract, such that it will run from the execution of the contract and will expire December 31, 2021. Nothing herein shall affect the ability of the Town to exercise its second option at a later date.

All provisions of the Contract shall remain in full force and effect during this option period.

Thank you for your consideration.

Very truly yours,

The Natick Select Board



Jonathan H. Freedman, Chairman



Karen Adelman-Foster, Vice Chairman



Richard P. Bennett, Jr., Clerk

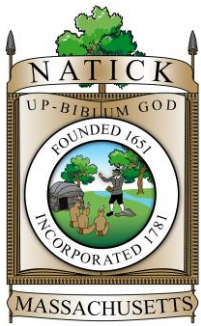


Michael J. Hickey, Jr.



Susan G. Salamoff

cc. Melissa A. Malone, Town Administrator
James Errickson, Deputy Town Administrator -
Operations Bryan R. Le Blanc, Procurement Officer
Arti P. Mehta, Comptroller
Karis L. North, Esq., Office of the Town Counsel



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
Melissa A. Malone, Town Administrator
James Errickson, Deputy Town Administrator - Operations
Jeremy Marsette, P.E., Director, Natick Public Works
Tom Hladick, Assistant Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: November 5, 2020

SUBJECT: CONTRACT EXTENSION/CRACK SEALING

In late 2019, the Metropolitan Area Planning Council (MAPC), a consortium in which Natick participates, opened bids pursuant to M.G.L. c. 30, §39M, for the purchase and laying of crack sealing on Natick roads. The Town participates in a cooperative bid through the MAPC annually. Sealcoating, Inc. dba Indus, 825 Granite Street, Braintree, MA 02184 was the lowest responsible and eligible bidder.

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

Funding: Natick Public Works Operating Budget (\$36,400.00)

(To be placed upon Town of Natick letterhead.)

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

November 18, 2020

Sealcoating, Inc.
dba Indus
825 Granite Street
Braintree, MA 02184

RE: Crack Sealing MAPC – Town of Natick

NOTICE OF EXERCISE OF FIRST OPTION FOR RENEWAL

Dear Sir/Madam:

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All provisions of the Contract shall remain in full force and effect during this option period.

Thank you for your consideration.

Very truly yours,

The Natick Select Board

Jonathan H. Freedman, Chairman

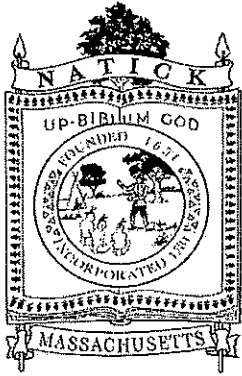
Karen Adelman-Foster, Vice Chairman

Richard P. Jennett, Jr., Clerk

Michael J. Hickey, Jr.

Susan G. Salamoff

cc. Melissa A. Malone, Town Administrator
 James Errickson, Deputy Town Administrator - Operations
 Bryan R. Le Blanc, Procurement Officer
 Arti P. Mehta, Comptroller
 Karis L. North, Esq., Office of the Town Counsel



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

February 24, 2020

President
Sealcoating, Inc.
dba Indus
825 Granite Street
Braintree, MA 02184

RE: Crack Sealing MAPC – Town of Natick

Dear Sir/Madam:

Please find enclosed a fully-executed form of contract for your records.

Thomas Hladick, Supervisor, Natick Highway and Sanitation Division/Assistant Public Works Director, Natick Public Works, will be administering this contract for the Town. Mr. Hladick may be contacted at thladick@natickma.org, or at (508)-647-6556. Please reach out to him with project-related questions.

Please remember to file all prevailing wage reports with Mr. Hladick at thladick@natickma.org, and with the Procurement Office, at bleblanc@natickma.org.

Thank you for your attention and for your professionalism throughout the procurement and contracting process.

Very truly yours,

Bryan R. Le Blanc

CONTRACTUAL AGREEMENT FOR PUBLIC WORKS SERVICES

ARTICLE 1

CONTRACTING PARTIES

1.1 THIS AGREEMENT made effective by dated signature of the Parties hereto, by and between the Municipality named in Article 10.1 and signatory hereto ["Municipality"], a municipal corporation organized under the laws of the Commonwealth of Massachusetts acting by and through its Contracting Authority ["Contracting Authority"], and Sea Coating, Inc. ["Contractor"] whose principal office address and state of incorporation are set forth in DBA INDS Section 10.4.

ARTICLE 2

SUBJECT

2.1 WHEREAS, the Municipality desires to retain the Contractor to provide certain services for the Municipality, and the Contractor is willing to accept such engagement, on the terms of the Invitation for Bids [IFB] entitled:

IFB#: MetroWest Regional Services Consortium (IFB) MW 2020 PW1, as it relates to:

Bid Item #: 5

Description: CRACK SEALING

and as hereinafter set forth.

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.

2.2 NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:



ARTICLE 3

ENGAGEMENT OF THE CONTRACTOR

- 3.1 The Municipality hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform certain services to the Municipality, as described in Article 2.
- 3.2 In the performance of service under this Agreement, the Contractor acts at all times as an independent contractor and shall not be entitled to receive any benefits of employment with the Municipality, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. There is no relationship of employment or agency between the Municipality, on the one hand, and the Contractor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.

ARTICLE 4

SERVICES OF THE CONTRACTOR

- 4.1 The Contractor will perform the services described in the specifications pertaining to the Service Item identified in Section 2.1 (above) ["Work"].
- 4.2 The Contractor shall report, and be responsible, to the Contracting Authority or his/its designee as set forth on Exhibit A.
- 4.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the Contracting Authority. The Municipality shall be under no obligation to pay for any services performed by the Contractor not explicitly agreed to by the Municipality in advance in writing.
- 4.4 The Contractor represents and warrants to the Municipality as follows:
 - 4.4.1 That it and all its personnel (whether employees, agents or independent contractors) are qualified and duly licensed as required by law and/or local municipal code to perform the services required by this Agreement.
 - 4.4.2 That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
 - 4.4.3 That it will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
 - 4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
 - 4.4.5 That all written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise), which are produced by the Contractor as work pursuant to this agreement, shall be deemed to be "work for hire" and the copyright thereto shall be the property of the Municipality.

ARTICLE 5

PERIOD OF SERVICES

- 5.1 The term of this Agreement shall commence on date of execution, and continue until December 31, 2020 and may be extended at the sole discretion of the Municipality through December 31, 2021, and again through December 31, 2022.
- 5.2 The Contractor agrees to proceed with Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Contractor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE CONTRACTOR

- 6.1 Compensation to due to the Contractor shall be paid as specified in General Terms & Conditions, Section 22 of the IFB.

ARTICLE 7

TERMINATION

- 7.1 Either the Municipality or the Contractor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 7.2 The Municipality shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 7.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:
 - 7.3.1 The Municipality shall remain liable for payments for the services and/or expenses of Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Municipality as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.
 - 7.3.2 The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

- 8.1 The Contractor shall compensate the Municipality for all damage to the Municipality's 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 Municipality 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 local 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.

Neither the Municipality, 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 local 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.

- 8.2 Before commencing Work, the Contractor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the IFB and provide written documentation of such in the form specified in the IFB.
- 8.3 The Contractor shall give the Municipality twenty (20) days written notice and characterization in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

- 9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Municipality. The Contractor shall immediately deliver or otherwise make available all such material to the Municipality.
- 9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect. The Contractor shall not assign any money due or to become due to the Contractor unless the Municipality shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- 9.3 Except as otherwise expressly provided in this Agreement, any decision or action by the Municipality relating to this Agreement, its operation, or termination, shall be made by the Contracting Authority or otherwise as delegated or assigned in Exhibit B.
- 9.4 This Agreement, together with its Exhibits, the IFB referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Municipality and the Contractor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing

signed by the Municipality and the Contractor. Any notices required or allowed shall be sent by receipt-verified mail or courier to the persons designated in Exhibit B.

- 9.5 In the event any terms and conditions of this Agreement conflict with those contained in the IFB and its Addenda, the IFB and its Addenda shall prevail.
- 9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith, regardless of choice of law principles.
- 9.7 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 in the county in which the Municipality lies, and in no other court or jurisdiction.
- 9.8 The Contractor shall hereby acknowledge that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Municipal 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 Municipality 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.
- 9.9 No action or failure to act by the Municipality shall constitute a waiver of a right or duty afforded to the Municipality 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 Municipality shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Municipality. No waiver by the Municipality of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- 9.10 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 Municipality in writing.
- 9.11 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.
- 9.12 The Contractor shall not represent or purport to represent that it speaks for the Municipality vis-à-vis the media or the public at-large without the Municipality's express, written consent in advance.
- 9.13 Prior to commencing services under this Contract, the Contractor shall furnish the Municipality, 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 afterhours emergency.

- 9.14 By entering into this Agreement, 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.
- 9.15 By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C § 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.
- 9.16 The Contractor understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, 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.
- 9.17 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.
- 9.18 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, 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, 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.
- 9.19 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.
- 9.20 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.

10.3 Approved as to form only:

[Handwritten Signature] 4/10/20
Signature

KARIS L. NORTH, ESQ.
Printed Name
ATTORNEY, OFFICE OF THE TOWN COUNSEL
Printed Title
4/10/20
Date
MURPHY, HESSE TOMNEY & LEHANE, LLP
Firm

10.4 For the CONTRACTOR:

x [Handwritten Signature]
Signature

VICE PRESIDENT
Printed Title
RICHARD L. GOODICK
Printed Name

January 28, 2020
Date

SEAL COATING, INC. DBA INDUS
Company Name

825 GRANITE STREET
Street/P.O. Box

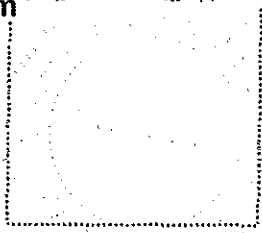
BRAINTREE, MA 02184
City, State, ZIP

(781)-428-3400
Phone

(781) 428-3420
Fax

rich.goodick@indusinc.com
e

Affix Corporate Seal ⇔
(or mark "n/a")





NOTICE ADDRESSEES

A.1 For the Municipality:

Deputy TOWN ADMINISTRATOR-OPERATIONS
Printed Title

WILLIAM D. CHENARD
Printed Name

TOWN OF NATICK
Company Name

0/D NATICK TOWN HALL 13 E. CENTRAL STREET
Street/P.O. Box

NATICK, MA 01760
City, State, ZIP

508-647-6410
Phone

508-647-6401
Fax

chenard@natickma.org
email

with a copy to
Karis Wirth Esq
Murphy Hesse Town &
Dehove, LLP
300 Cromwell Drive
Suite 410
Quincy MA 02169

A.2 For the Contractor:

VICE PRESIDENT
Printed Title

RICHARD L. GOODICK
Printed Name

SEALCOATING, INC. DBA INDUS
Company Name

825 GRANITE STREET
Street/P.O. Box

BRAINTREE, MA 02184
City, State, ZIP

(781)-428-3400
Phone

(781) 428-3430
Fax

rich.goodick@indusinc.com
e

EXHIBIT B

ATTACHMENTS

1. Invitation for Bids # MW 2020 PW1
2. Bid Item Specification * IFB Doc # 5 CRACK SEALING
3. Other Bid Documents:
 - Bid Price Form
 - General Bid Form
 - Certificate of Non-Collusion
 - Certificate of Tax Compliance
 - Conflict of Interest Certification
 - Certificate of Corporate Bidder
 - Certificate of Compliance with M.G.L. c. 151B
 - Certificate of Non-Debarment
 - Letter of Availability
 - References
 - List of Subcontractors
4. Other Documents:
 - Bid Bond
 - Labor and Materials Bond (provided prior to start of work)
 - MBE/WBE Letters of Intent & Schedules of Participation (provided prior to start of work)
 - Performance Bond (provided prior to start of work)
 - Insurance Certificate (provided prior to start of work)

Bridget Regan

From: Champley, Kelsi <KChampley@mapc.org>
Sent: Friday, December 6, 2019 12:54 PM
To: Michael Allen; Jacqueline Sessa; Ryan, Michael; Bridget Regan; Alicia Climer; Steve Stella; Richard Stella; Primevendor124@gmail.com; addenda; Robert Home; timothy@superforsealcoat.com
Subject: MW 2020 PW1 - Question and Answer

[EXTERNAL EMAIL]

Q: So, that being said, it would seem to me that you would have to bid on all items to have your bid considered.

A: I would refer everyone to section 12: Completing the Bid Price Forms of the Instructions for Bidders Document when completing the bid price forms.

12. Completing the Bid Price Forms

a. Normally, all prices called for contribute to the calculation of an award amount. There may be exceptions, in which case, all unit prices called for must be bid in order for a bid to be considered valid.

b. Unit prices preceded by "x" and followed by "=" indicate an extended price must be calculated.

c. Unit prices preceded by "@" indicate a bid that will serve as the price for work Towns need to do at a later date, but have not indicated quantities at this time. DO NOT EXTEND these calculations. They will not calculate into the award amount, but may be used to determine the reasonableness of a bid.

d. "ADD (DEDUCT)" amounts must be bid, although they do not figure in the award calculation.

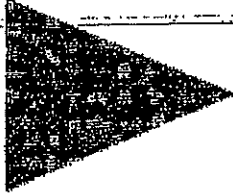
e. Place the sum of the extended prices in the bold box next above in the column of extensions. Where the extended price is in the bold box, that amount will be the basis of award.

Item		Unit	Price	Quantity	Extended Price
					\$ 97,178.00
1) Depth of 1"	ADD(DEDUCT)	@	(0.20) /BqYd		
2) Depth of 2"		x	1.09 /BqYd	70,700	\$ 77,063.00
3) Depth of 3"	ADD(DEDUCT)	@	0.25 /BqYd		
4) Depth of 4"		x	1.49 /BqYd	13,500	\$ 20,115.00
5) Night Work Differential	ADD(DEDUCT)	@	0.60 /BqYd		
6) Casing Adjustments					
a) Catch Basins/Manholes		@	110.00 /Each		
b) Water & Gas Gates		@	95.00 /Each		

Kelsi Champley

Procurement and Contract Coordinator
kchampley@mapc.org | 617-933-0766
Pronouns: she, her, hers

Metropolitan Area Planning Council
60 Temple Place, Boston, MA 02111
www.mapc.org



MetroCommon x 2050
Get involved in Greater
Boston's next Regional Plan
MetroCommon.mapc.org



BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Sealcoating Inc. DBA Indus

825 Granite Street, Braintree, Massachusetts 02184

_____ as Principal, hereinafter called the Principal,

and the Fidelity and Deposit Company of Maryland

of 100 High Street - Suite 1400, Boston, MA 02110

_____, a corporation duly organized under

the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto

Metropolitan Area Planning Council, 60 Temple Place, 6th Floor, Boston, MA 02111

_____ as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount

Dollars (\$ 5% of Bid Amount) , 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 MW 2020 PW1 for Public Works Services & Materials, Item 5A, Crack Sealing - Asphalt Fiber Reinforced Compound

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 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 December, 2010

Bridget D. Ryan

Witness

Sealcoating Inc. DBA Indus

(Seal)

Rob Young

Principal

Title

Jana L. Cleghorn

Witness

Fidelity and Deposit Company of Maryland

By Ellen J. Young

Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by ROBERT D. MURRAY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Frank J. SMITH, Donna M. ROBBIE, Christina D. HICKEY and Ellen J. YOUNG, all of Natick, Massachusetts, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of April, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*
 Assistant Secretary
 Dawn E. Brown

Robert D. Murray
 Vice President
 Robert D. Murray

State of Maryland
 County of Baltimore

On this 18th day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
 My Commission Expires: July 9, 2019



BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Sealcoating Inc. DBA Indus

825 Granite Street, Braintree, Massachusetts 02184

as Principal, hereinafter called the Principal,

and the Fidelity and Deposit Company of Maryland

of 100 High Street - Suite 1400, Boston, MA 02110

, a corporation duly organized under

the laws of the State of Illinois

, as Surety, hereinafter called the Surety, are held and firmly bound unto

MAPC, Metropolitan Area Planning Council, MA

as Oblige, hereinafter called the Oblige,

in the sum of 5% of Bid Amount

Dollars (\$ 5% of Bid Amount)

, 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 MW 2020 PW1 for Public Works Services & Materials, Item 5B, Crack Sealing - Modified Asphalt-Fiber Reinforced Compound

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or 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 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 December, 2019

Bridget D. Reza
Witness

Sealcoating Inc. DBA Indus (Seal)
Red Gaudet
Principal
Title

Jana L. Clifford
Witness

Fidelity and Deposit Company of Maryland
By Ellen J. Young
Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by ROBERT D. MURRAY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Frank J. SMITH, Donna M. ROBYE, Christina D. HICKEY and Ellen J. YOUNG, all of Natick, Massachusetts, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of April, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*
 Assistant Secretary
 Dawn E. Brown

Robert D. Murray
 Vice President
 Robert D. Murray

State of Maryland
 County of Baltimore

On this 18th day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

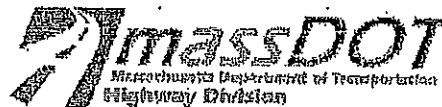
Constance A. Dunn

Constance A. Dunn, Notary Public
 My Commission Expires: July 9, 2019





Office of Asset Management
 2000 State Street, Room 2000
 Springfield, MA 01103
 Telephone: (413) 783-3333



SEALCOATING INC DBA INDUS
 825 GRANITE ST
 BRAINTREE, MA 02184-5329

October 30, 2019
 Prequalification Certificate No S066-47

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
Bridge - Construction	\$3,800,000.00	Bridge - Deck Repairs	\$8,700,000.00
Bridge - Joints	\$9,200,000.00	Crack Sealing	\$1,000,000.00
Pavement - Milling And Cold Planing	\$1,900,000.00	Pavement - Surfacing	\$3,000,000.00

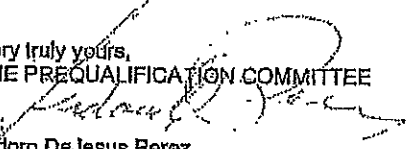
Bonding Capacity \$60,000,000.00

Bond Single Limit \$20,000,000.00

Expiration Date 1/31/2020

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until January 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.

Very truly yours,
 THE PREQUALIFICATION COMMITTEE

By: 
 Isidoro DeJesus Perez
 Director - Office of Construction Prequalification /
 Records & Procedures

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm, ...
Public Works Services and Materials

Form A - General Bid Form

[ATTACH this cover sheet to each Bid Price Form submitted. Note: Company name and agent's Initials are required on Each Bid Price Form.]

MetroWest Regional Services Consortium
MW 2020 PW1
Item(s) #: <u>5 a & b</u>
Description: <u>Crack Sealing</u>
Addenda: <u>None</u>

Bidder certifies as follows:

- Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- 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.
- 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.)

Submits the attached Bid Price Form as its bid pertaining to the Invitation for Bids and the specific item(s) referenced above to the MetroWest Regional Services Consortium on the authority of the undersigned and as dated below. The Bidder confirms and pledges to abide by and be held to the requirements of this IFB and its resulting Contract(s), and further, to diligently and promptly perform any tasks and deliver any documents required, and to execute a Contract with any Participating Member Municipality.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.
Public Works Services and Materials

Form A - General Bid Form (Page 2)

Authorized agent of the Bidder [If a corporation, attach certificate of vote or apply corporate seal to this page.]

Sealcoating, Inc. d/b/a Indus

* Affix Corporate Seal ⇄

Name of Bidder

825 Granite Street

Braintree, MA 02184

Address of Bidder

(781) 428-3400

Telephone Number

By: 

(Signature)

Richard L. Goodick

Printed Name

Vice President

Printed Title

December 9, 2019

Date:

Alan Viall

Contact for Bidder

(508) 958-3350

Telephone for Contact

(781) 428-3430

Fax for Contact

alan.viall@indusinc.com

E-Mail for Contact

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Form B 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.

Sealcoating, Inc. d/b/a indus

Name of Bidder

825 Granite Street

Braintree, MA 02184

Address of Bidder

(781) 428-3400

Telephone Number

By: 

(Signature)

Richard L. Goodick

Printed Name

Vice President

Printed Title

December 9, 2019 Date:

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Form C - 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.

Sealcoating, Inc. d/b/a Indus

Name of Bidder

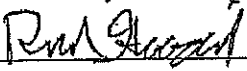
825 Granite Street

Braintree, MA 02184

Address of Bidder

(781) 428-3400

Telephone Number

By: 
(Signature)

Richard L. Goodick

Printed Name

Vice President

Printed Title

December 9, 2019

Date:

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Form D - 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 Invitation for Bids) 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, M.G.L. c. 268A, applies to the Bidder with respect to the transaction outlined in the Invitation for Bids.
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.

Sealcoating, Inc. d/b/a Indus

Name of Bidder

825 Granite Street

Braintree, MA 02184

Address of Bidder

(781) 428-3400

Telephone Number

By: 
(Signature)

Richard L. Goodick

Printed Name

Vice President

Printed Title

December 9, 2019

Date:

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm,
Public Works Services and Materials

Form E - Certificate of Corporate Bidder

I, April Durant, certify that I am the Clerk/Secretary of the Corporation named as Bidder in the attached Bid Form; that Richard L. Goodlick, who signed said Bid Form on behalf of the Bidder was then Vice President of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Sealcoating, Inc. d/b/a indus

Name of Bidder

825 Granite Street

Braintree, MA 02184

Address of Bidder

(781) 428-3400

Telephone Number

By: 

(Signature)

April Durant

Printed Name

Clerk/Secretary

Printed Title

December 9, 2019 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.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Form F - 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.

Sealcoating, Inc. d/b/a Indus

Name of Bidder

825 Granite Street

Braintree, MA 02184

Address of Bidder

(781) 428-3400

Telephone Number

By: 

(Signature)

Richard L. Goodick

Printed Name

Vice President

Printed Title

December 9, 2019 Date:



Certificate of Corporate Vote

At a meeting of the Board of Directors of SEALCOATING, INC. DBA INDUS held on January 9, 2019, at which all the Directors were present or waived notice, it was

VOTED: That Elizabeth Wuori, President of this Company and Richard L. Goodick, Vice President of this Company, be and he hereby are authorized to execute bids, contracts and bonds in the name and behalf of said Company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such President and Vice President, under seal of the Company, shall be valid and binding upon this Company.

A true copy

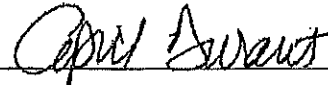
ATTEST:


Clerk/Secretary

Place of business: Braintree, MA

Date of this contract: _____

I hereby certify that I am the clerk of SEALCOATING, INC. DBA INDUS that Elizabeth Wuori and Richard L. Goodick are respectively the duly elected President and Vice President of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.


April Duran, Clerk

IFB # MW.2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Form G - Certificate of Non-Disbarment

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 MAPC within one (1) business day of such debarment, suspension, or prohibition from practice.

Sealcoating, Inc. d/b/a indus

Name of Bidder

825 Granite Street

Braintree, MA 02184

Address of Bidder

(781) 428-3400

Telephone Number

By: 

(Signature)

Richard L. Goodick

Printed Name

Vice President

Printed Title

December 9, 2019 Date:

To: **MetroWest Regional Services Consortium Member Municipalities**

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm

Public Works Services and Materials

From:

Form H - Letter of Availability

Sealcoating, Inc. d/b/a Indus

825 Granite Street, Braintree, MA 02184

Date: December 9, 2019

IFB#: MW 2020 PW1 - Letter of Availability

This document constitutes an agreement between the Contractor and the MetroWest Towns executing a contract for the service item specified below and will become part of the General Contract for the service item. Your bid in response to the MetroWest Invitation for Bids ["IFB"] referenced above was the second lowest bid for:

Item #: 5 a & b

Description: Crack Sealing

As required by the IFB, you certify that you will:

1. Guarantee your bid prices for the initial contract period from date of contract execution through December 31, 2020 and through any contract extensions.
2. Respond and perform the needed services if called upon.
3. Work cooperatively with a requesting municipality to address its need at hand.
4. Perform the services bid on an agreed schedule consistent with the Towns' needs.
5. Comply with all the requirements of the "Contractual Agreement for Public Works Services" and its accompanying documents.
6. Deliver bonds and certificates prior to performance, provided a requesting municipality may waive the timing requirement of delivery if judged to be in its best interest.

I understand that my commitment is to perform services on a temporary basis, or for the duration of the contract and any extensions, as specified by the requesting municipality. I further understand

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

that a requesting municipality may, but is not obligated to, contract with me to perform the subject services in the event of default or termination of its contract with the low bidder.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Form H - Letter of Availability (Page 2)

x 

* Affix Corporate Seal ⇒

* Signature

Richard L. Goodick

* Name

Vice President

* Title

December 9, 2019

* Date

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Form I – Contract

The following pages contain the general contract. It will be combined with the content of Doc #00 (the IFB Document), relevant specifications and Bid Price Forms, and the required bonds and certificates to be provided by the Contractor.

IMPORTANT!

BIDDERS ARE REQUIRED TO COMPLETE THE CONTRACT, SIGN AND SEAL IT (IF APPLICABLE) AND INCLUDE SEVEN (7) ORIGINALS WITH EACH BID SUBMITTED.

IFB # MW 2020.PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

CONTRACTUAL AGREEMENT FOR PUBLIC WORKS SERVICES

[REDACTED]

CONTRACTING PARTIES

1.1 THIS AGREEMENT made effective by dated signature of the Parties hereto, by and between the Municipality named in Article 10.1 and signatory hereto ["Municipality"], a municipal corporation organized under the laws of the Commonwealth of Massachusetts acting by and through its Contracting Authority ["Contracting Authority"], and Sealcoating, Inc. d/b/a Indus

["Contractor"] whose principal office address and state of incorporation are set forth in Section 10.4.

[REDACTED]

SUBJECT

2.1 WHEREAS, the Municipality desires to retain the Contractor to provide certain services for the Municipality, and the Contractor is willing to accept such engagement, on the terms of the Invitation for Bids [IFB] entitled:

IFB#: MetroWest Regional Services Consortium (IFB) MW 2020 PW1, as it relates to:

Bid Item #: 5 a & b

Description: Crack Sealing

and as hereinafter set forth.

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.

2.2 NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

ARTICLE 3.

ENGAGEMENT OF THE CONTRACTOR

- 3.1 The Municipality hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform certain services to the Municipality, as described in Article 2.
- 3.2 In the performance of service under this Agreement, the Contractor acts at all times as an independent contractor and shall not be entitled to receive any benefits of employment with the Municipality, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. There is no relationship of employment or agency between the Municipality, on the one hand, and the Contractor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.

ARTICLE 4

SERVICES OF THE CONTRACTOR

- 4.1 The Contractor will perform the services described in the specifications pertaining to the Service Item identified in Section 2.1 (above) ["Work"].
- 4.2 The Contractor shall report, and be responsible, to the Contracting Authority or his/its designee as set forth on Exhibit A.
- 4.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the Contracting Authority. The Municipality shall be under no obligation to pay for any services performed by the Contractor not explicitly agreed to by the Municipality in advance in writing.
- 4.4 The Contractor represents and warrants to the Municipality as follows:
- 4.4.1 That it and all its personnel (whether employees, agents or independent contractors) are qualified and duly licensed as required by law and/or local municipal code to perform the services required by this Agreement.
- 4.4.2 That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
- 4.4.3 That it will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 4.4.5 That all written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise), which are produced by the Contractor as work pursuant to this agreement, shall be deemed to be "work for hire" and the copyright thereto shall be the property of the Municipality.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

ARTICLE 5

PERIOD OF SERVICES

- 5.1 The term of this Agreement shall commence on date of execution, and continue until December 31, 2020 and may be extended at the sole discretion of the Municipality through December 31, 2021, and again through December 31, 2022.
- 5.2 The Contractor agrees to proceed with Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Contractor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE CONTRACTOR

- 6.1 Compensation to due to the Contractor shall be paid as specified in General Terms & Conditions, Section 22 of the IFB.

ARTICLE 7

TERMINATION

- 7.1 Either the Municipality or the Contractor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 7.2 The Municipality shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 7.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:
- 7.3.1 The Municipality shall remain liable for payments for the services and/or expenses of Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Municipality as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.
- 7.3.2 The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

- 8.1 The Contractor shall compensate the Municipality for all damage to the Municipality's 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 Municipality 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

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Public Works Services and Materials

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 local 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.

Neither the Municipality, 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 local 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.

- 8.2 Before commencing Work, the Contractor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the IFB and provide written documentation of such in the form specified in the IFB.
- 8.3 The Contractor shall give the Municipality twenty (20) days written notice and characterization in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

- 9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Municipality. The Contractor shall immediately deliver or otherwise make available all such material to the Municipality.
- 9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect. The Contractor shall not assign any money due or to become due to the Contractor unless the Municipality shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- 9.3 Except as otherwise expressly provided in this Agreement, any decision or action by the Municipality relating to this Agreement, its operation, or termination, shall be made by the Contracting Authority or otherwise as delegated or assigned in Exhibit B.
- 9.4 This Agreement, together with its Exhibits, the IFB referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire

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Public Works Services and Materials

agreement between the Municipality and the Contractor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by the Municipality and the Contractor. Any notices required or allowed shall be sent by receipt-verified mail or courier to the persons designated in Exhibit B.

- 9.5 In the event any terms and conditions of this Agreement conflict with those contained in the IFB and its Addenda, the IFB and its Addenda shall prevail.
- 9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith, regardless of choice of law principles.
- 9.7 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 in the county in which the Municipality lies, and in no other court or jurisdiction.
- 9.8 The Contractor shall hereby acknowledge that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Municipal 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 Municipality 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.
- 9.9 No action or failure to act by the Municipality shall constitute a waiver of a right or duty afforded to the Municipality 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 Municipality shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Municipality. No waiver by the Municipality of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- 9.10 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 Municipality in writing.
- 9.11 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.
- 9.12 The Contractor shall not represent or purport to represent that it speaks for the Municipality vis-à-vis the media or the public at-large without the Municipality's express, written consent in advance.
- 9.13 Prior to commencing services under this Contract, the Contractor shall furnish the

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

- Municipality, 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 afterhours emergency.
- 9.14 By entering into this Agreement, 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.
- 9.15 By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C § 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.
- 9.16 The Contractor understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, 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.
- 9.17 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.
- 9.18 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, 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, 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.
- 9.19 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.
- 9.20 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.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

ARTICLE 10

This Contract is executed in one (1) copy as a sealed instrument.

SIGNATURES

10.1 For the Municipality by, or on behalf of its Contracting Authority:

Municipality

X _____
Signature

Printed Name

Printed Title

Phone

Fax

e-mail

10.2 Approved As To Funds Available:

X _____
Signature

Name

Title

Date

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.
Public Works Services and Materials

10.3 Approved as to form only:

X. _____
Signature

Printed Name

Printed Title

Date

Firm

10.4 For the CONTRACTOR:

Richard L. Goodick
Signature

Vice President
Printed Title

Richard L. Goodick
Printed Name

December 9, 2019
Date

Sealcoating, Inc. d/b/a indus
Company Name

825 Granite Street
Street/P.O. Box

Braintree, MA 02184
City, State, ZIP

(781) 428-3400
Phone

(781) 428-3430
Fax

richard.goodick@indusinc.com
e-mail

Affix Corporate Seal ⇨
(or mark "h/a")

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials



NOTICE ADDRESSEES

A.1 For the Municipality:

Printed Title

Printed Name

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

e-mail

A.2 For the Contractor:

Vice President

Printed Title

Richard L. Goodick

Printed Name

Sealcoating, Inc. d/b/a Indus

Company Name

825 Granite Street

Street/P.O. Box

Braintree, MA 02184

City, State, ZIP

(781) 428-3400

Phone

(781) 428-3430

Fax

alan.vlall@indusinc.com

e-mail

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

~~EXHIBIT~~

ATTACHMENTS

1. Invitation for Bids # MW 2020 PW1
2. Bid Item Specification * IFB Doc # 5. Crack Sealing
3. Other Bid Documents:
 - Bid Price Form
 - General Bid Form
 - Certificate of Non-Collusion
 - Certificate of Tax Compliance
 - Conflict of Interest Certification
 - Certificate of Corporate Bidder
 - Certificate of Compliance with M.G.L. c. 151B
 - Certificate of Non-Debarment
 - Letter of Availability
 - References
 - List of Subcontractors
4. Other Documents:
 - Bid Bond
 - Labor and Materials Bond (provided prior to start of work)
 - MBE/WBE Letters of Intent & Schedules of Participation (provided prior to start of work)
 - Performance Bond (provided prior to start of work)
 - Insurance Certificate (provided prior to start of work)



Fiber Reinforced Crack Sealing References

Town of Fairfield, CT (Customer since 2019)
Department of Public Works
One Rod Highway
Fairfield, CT 06824
Contact: Scott Bartlett, Superintendent of Public Works Operations
Ph: (203) 256-3181
Email: sbartlett@town.fairfield.ct.us
Fx: (203) 256-3187
Job #02-18-0122
Start Date: 06/22/2018
Completion Date: 10/20/18
Contract Amount: \$186,063.60

City of New Bedford, MA (Customer since 2009)
Department of Public Works
133 William Street
New Bedford, MA 02740
Ph: (508) 979-1400
Contact: Manny Silva, Deputy Commissioner
Fx: (508) 981-3054
Job #02-18-0224
Start Date: 09/07/18
Completion Date: 10/10/18
Contract Amount: \$102,366.32

City of Haverhill, MA (Customer since 1996)
Highway Department
500 Primrose Street
Haverhill, MA 01830
Contact: Tom Shanahan, Highway Foreman
Ph: (978) 374-2365
Email: tshanahan@cityofhaverhill.com
Fx: (978) 374-2362
Job #02-18-0087
Start Date: 05/02/18
Completion Date: 09/06/18
Contract Amount: \$73,848.57

Town of Monroe, CT (Customer since 2013)
Department of Public Works
7 Fan Hill
Monroe, CT 06468
Contact: Chris Nowacki, DPW Director
Ph: (203) 452-2814
Email: onowacki@monroect.org
Job #02-18-0288
Start Date: 08/30/18
Completion Date: 10/05/18
Contract Amount: \$166,789.65

Town of West Springfield, MA (Customer since 2011)
Department of Public Works
26 Central Street, Suite 17
West Springfield, MA 01089
Contact: Robert Colson, Director of Public Works
Ph: (413) 283-3231
Email: rcolson@westspringfield.ma.us
Fx: (413) 734-9746
Job #02-18-0121
Start Date: 07/05/2018
Completion Date: 08/17/18
Contract Amount: \$109,447.00

Town of Raynham, MA (Customer since 2001)
Highway Department
1555 King Phillip Street
Raynham, MA 02767
Contact: Ed Buckley, Highway Superintendent
Ph: (508) 824-2718
Email: ebuckley@town.raynham.ma.us
Fx: (508) 880-6608
Job #02-18-0157
Start Date: 09/25/18
Completion Date: 10/31/18
Contract Amount: \$76,972.80



Polymer & Crumb Rubber Modified Crack Sealing References

Quincy, MA (Customer since 2004)
Department of Public Works
1305 Hancock Street
Quincy, MA 02169
Ph: (617) 376-1937
Contact: Paul Costello, City Engineer
Fx: (617) 376-1969
Email: pcostello@quincyma.gov
Job #02-18-0260
Start Date: 08/10/2018
Completion Date: 10/19/2018
Contract Amount: \$255,673.85

Amherst, MA (Customer since 2017)
Public Works Department
686 South Pleasant St.
Amherst, MA 01002
Ph: (413) 256-4050x12
Contact: Gullford Mooring, Public Works Superintendent
Fx: (413) 256-4054
Email: mooringg@amherstma.gov
Job #02-18-0056
Start Date: 08/18/2018
Completion Date: 06/29/2018
Contract Amount: \$83,767.09

Manchester, NH (Customer since 1996)
Department of Public Works
475 Valley Street
Manchester, NH 03103
Ph: (603) 624-6444
Contact: Todd Connors, Engineering Manager
Fx: (603) 624-6487
Email: tconnors@manchesternh.gov
Job #02-18-0026
Start Date: 08/01/2018
Completion Date: 08/27/2018
Contract Amount: \$267,864.42

Beverly, MA (Customer since 1997)
Public Services Department
148 Park Street
Beverly, MA 01816
Ph: (978) 605-2368
Contact: Sean Ciancarelli, Assistant City Engineer
Fx: (978) 921-6009
Email: sciancarelli@beverlyma.gov
Job #02-18-0136
Start Date: 10/25/2018
Completion Date: 11/09/2018
Contract Amount: \$106,076.00

Easton, MA (Customer since 2009)
Department of Public Works
417 Bay Road
South Easton, MA 02375
Ph: (508) 230-9800
Contact: Gregory Swan, Assistant Director of Public Works
Fx: (508) 230-3354
Email: gswan@easton.ma.us
Job #02-18-0050
Start Date: 04/24/2018
Completion Date: 05/15/2018
Contract Amount: \$101,366.92

Torrington, CT (Customer since 2017)
140 Main Street, Room 307
Torrington, CT 06780
Ph: (860) 489-2234
Contact: Mark Zordan, Construction Project Coordinator
Fx: (860) 489-2550
Email: mark_zordan@torringtonct.org
Job #02-18-0045
Start Date: 04/26/2018
Completion Date: 10/22/2018
Contract Amount: \$356,803.06



indus
roads. bridges. airports.

MetroWest Regional Services Consortium
Bid Item 5, Crack Sealing
Bid Due Date: December 11, 2019

The following are the trade names for crack sealant our company intends to use for the modified crack sealer. I have also provided the names of our manufacturers/suppliers.

Asphalt Binder:	Modified Asphalt	
Manufacturer	Bitumar	Tri-Products
	171 Brownstone Ave	All States Materials Group
	Portland, CT 06480	325 Amherst Rd., Rte. 116
	Phone: (860) 209-5769	Sunderland, MA 01375
		Phone: (413) 665-7021

Polyester Fibers:	8% Polyester Fibers
Manufacturer	Advanced Fiber Solutions
	403 Powderhorn Road
	Laurens, SC 29360
	Phone: (800) 351-5410



December 9, 2019

MetroWest Regional Cooperative Public Works Group
Bid for Public Works Services
Kelsi Champley
Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

Dear Ms. Champley,

We do not anticipate the use of Subcontractor's on the Crack Sealing Project, Bid Items 5 a & b.

Sincerely,

Richard L. Goodlick, Vice President

Sealcoating, Inc. d/b/a Indus

Legal Notice of Invitation for Bids for Public Works Services

The Metropolitan Area Planning Council (MAPC) on behalf of the MetroWest Regional Services Consortium (Consortium) representing the following municipalities: Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley invites bids for the following public works services and materials to be provided to the Participating Member Municipalities through December 31, 2020, with the possibility of two 1-year extensions:

Item #	Description	Estimated One Year Contract Value	MassDOT Prequal. Required
5A	Crack Sealing – Asphalt Fiber Reinforced Compound	\$722,580.00	Y
5B	Crack Sealing – Modified Asphalt-Fiber Reinforced Compound	\$103,000.00	Y
6	Pavement Markings	\$256,107.00	Y
17	Mobile Crushing Services	\$14,820.00	Y

MAPC is administering this procurement on behalf of the Consortium and the Participating Member Municipalities. MAPC will identify responsible and responsive low bidders and make recommendations of award. Individual contracts will be executed between the Participating Member Municipalities and the low bidders. The Participating Member Municipalities reserve the right to accept or reject such recommendations and to award contracts with the low bidders as deemed in their best interest. MAPC and the Consortium reserve the right to accept or reject any and all bids or portions thereof, to waive any informalities in bidding, and to recommend awards as appear in the best interest of the Consortium and its members.

Bid documents may be obtained by contacting Kelsi Champley by email at kchampley@mapc.org, beginning November 20, 2019. Massachusetts Prevailing Wage Laws apply to all services. Bid Bonds, Performance Bonds, and Labor & Materials Payment Bonds are required. Sealed bids will be accepted until 12:00 PM, December 11, 2019 at 60 Temple Place, Boston, MA 02111 at which time they will be publicly opened.

Please note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected. Vendors are advised that the initial contract term is for one year. MAPC reserves the right to extend the contract for two additional 12 month options. Valuation for purposes of MassDOT Prequalification is based on first year times three (3) to arrive at an estimated total Prequal. contract value. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold (+50% of year 1 prequalification; example \$100,000 limit = \$150,000 waiver) and want to bid, should submit a waiver request at least two (2) weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted. The estimated value provided in this Invitation to Bid is for one (1) year. Vendors are expected to be able to provide their services over three (3) years at three (3) times the initial estimated value.

RECEIVED

219 NOV 25 PM 6:23

TOWN CLERK-NATICK

Legal Notice of Invitation for Bids for Public Works Services

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(Kelsi Champley)

Legal Notice of Invitation for Bids for Public Works Services

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(plechholder)

Bid Title:	MAPC PUBLIC WORKS BID - EMAIL MAPC NOT TOWN OF NATICK
Category:	Public Works
Status:	Open

Description:

Legal Notice of Invitation for Bids for Public Works Services

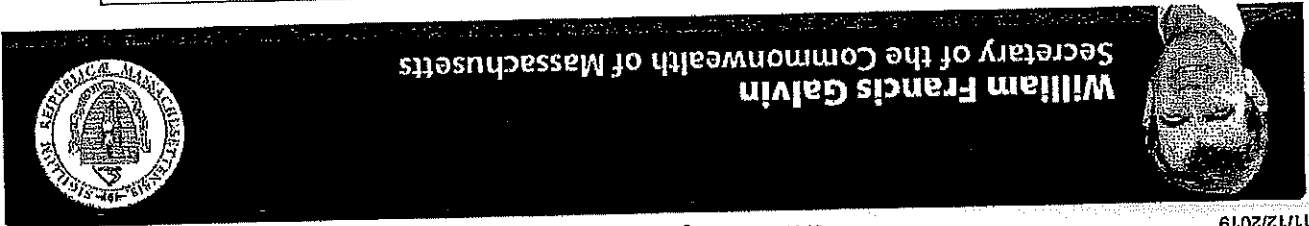
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General contract submission confirmation

The following General Contract submission was successfully received.
Planned date of publish is 11/20/2019

Awarding Agency	
Agency Name and Address:	60 Temple Place, Boston, MA 02111
Project Number:	MW 2020 PW1
Estimated Cost:	\$722,580.00
Contractor:	
Qualification:	Required for DCMM contracts over \$150,000, Highway Division contracts over \$50,000. Add categories to the Project description below.
Contact Information	
Name:	Kelsi Champley
Phone:	6179330766
Fax:	
Email Address:	kchampley@mapc.org
Notify email address listed when final publish date assigned.	
Contract Information	
Project:	The Metropolitan Area Planning Council (MAPC) on behalf of the MetroWest Regional Services Consortium (Consortium) representing the following municipalities: Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley. Invites bids for the following public works services and materials to be provided to the Participating Member Municipalities through December 31, 2020, with the possibility of two 1-year extensions: Crack Sealing - Asphalt Fiber Reinforced Compound
Plans/Specifications Available:	Contact Kelsi Champley(kchampley@mapc.org), for bid documents on 11/20/2019. Sealed bids accepted until 12:00 PM, 12/11/2019 at 60 Temple Place, Boston, MA 02111 for public opening.
General Bid Deadline*:	12/11/2019
Sub Bid Deadline:	Time: 12:00 pm
Categories:	
Additional Information:	MAPC is administering this procurement on behalf of the Consortium and the Participating Member Municipalities. MAPC will identify responsible and responsive low bidders and make recommendations of award. Individual contracts will be executed between the Participating Member Municipalities and the low bidders. The Participating Member Municipalities reserve the right to accept or reject such recommendations and to award contracts with the low bidders as deemed in their best interest. MAPC and the Consortium reserve the right to accept or reject any and all bids or portions thereof, to waive any informality in bidding, and to recommend awards as appear in the best interest of the Consortium and its members.

This page can be printed for your records.

Terms and Conditions

William Ernsta Galvin, Secretary of the Commonwealth of Massachusetts

Metropolitan Area Planning Council

Council

BID SOLICITATION

Description: MetroWest 2020 PW1

Bid Number BD-20-1217-MAP03- MAP03-45894	Alternate ID	Requisition Number
--	--------------	--------------------

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Crack Sealing	1	EA		
2	The Metropolitan Area Planning Council (MAPC) on behalf of the MetroWest Regional Services Consortium (Consortium) representing	1	EA		
				TOTAL:	

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Kelsi Champley

Phone#: (617) 933-0766

Email: kchampley@mapc.org

BUYER

Legal Notice of Invitation for Bids for Public Works Services

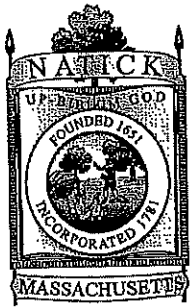
The Metropolitan Area Planning Council (MAPC) on behalf of the MetroWest Regional Services Consortium (Consortium) representing the following municipalities: Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley invites bids for the following public works services and materials to be provided to the Participating Member Municipalities through December 31, 2020, with the possibility of two 1-year extensions:

Item #	Description	Estimated One Year Contract Value	MassDOT Prequal. Required
5A	Crack Sealing - Asphalt Fiber Reinforced Compound	\$722,580.00	Y
5B	Crack Sealing - Modified Asphalt-Fiber Reinforced Compound	\$103,000.00	Y
6	Pavement Markings	\$256,107.00	Y
17	Mobile Crushing Services	\$14,820.00	Y

MAPC is administering this procurement on behalf of the Consortium and the Participating Member Municipalities. MAPC will identify responsible and responsive low bidders and make recommendations of award. Individual contracts will be executed between the Participating Member Municipalities and the low bidders. The Participating Member Municipalities reserve the right to accept or reject such recommendations and to award contracts with the low bidders as deemed in their best interest. MAPC and the Consortium reserve the right to accept or reject any and all bids or portions thereof, to waive any informalities in bidding, and to recommend awards as appear in the best interest of the Consortium and its members.

Bid documents may be obtained by contacting Keisi Champley by email at kchampl@mapc.org, beginning November 20, 2019. Massachusetts Prevailing Wage Laws apply to all services. Bid Bonds, Performance Bonds, and Labor & Materials Payment Bonds are required. Sealed bids will be accepted until 12:00 PM, December 11, 2019 at 60 Temple Place, Boston, MA 02114 at which time they will be publicly opened.

Please note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected. Vendors are advised that the initial contract term is for one year. MAPC reserves the right to extend the contract for two additional 12 month options. Valuation for purposes of MassDOT Prequalification is based on first year times three (3) to arrive at an estimated total Prequal. contract value. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold (+50% of year 1 prequalification; example \$100,000 limit = \$150,000 waiver) and want to bid, should submit a waiver request at least two (2) weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted. The estimated value provided in this Invitation to Bid is for one (1) year. Vendors are expected to be able to provide their services over three (3) years at three (3) times the initial estimated value.



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Melissa A. Malone, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, P.E., Director, Natick Public Works
Tom Hladick, Assistant Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: _____, 2019

SUBJECT: CONTRACT AWARD
Cracksealing/Natick Public Works

On December 11, 2019, the Metropolitan Area Planning Council (MAPC), a consortium in which Natick participates, opened bids pursuant to M.G.L. c. 30, §39M, for crack sealing services. The Town participates in a cooperative bid through the MAPC annually.

Bid results were as follows:

1. LOW -
- 2
- 3.

For Natick, _____'s bid translated to \$____/gallon. Natick spends approximately \$36,400.00 annually, according to the Public Works Director. This translates into approximately _____ gallons.

_____ is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to _____ for the complete main bid work.

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

Bids Received: 12/11/19
Newspaper Advertisement: 11/20/19
Website & Town Hall Postings: 11/25/19
COMMBUYS Posting: 11/20/19
Central Register Publication: 11/20/19

Funding: Natick Public Works Operating Budget

MW 2020 PW1 - Bid Price Form

Bidder Name: _____

Bidder Initials: _____

Bid Item	Estimated Quantity	x	Bid Price / Unit	=	Total	
E. CRACK SEALING						
A. Asphalt-Fiber Reinforced Compound					Bid Total = \$	<input type="text"/>
Asphalt-Fiber Reinforced Compound (Per Gallon)	72,258	x	/Ga	=	\$ <input type="text"/>	
B. Modified Asphalt-Fiber Reinforced Compound					Bid Total = \$	<input type="text"/>
Modified Asphalt-Fiber Reinforced Compound (Per Gallon)	10,300	x	/Ga	=	\$ <input type="text"/>	

IFB # MW 2020 PW1
Public Works Services and Materials

Invitation for Bids (IFB)
MW 2020 PW1
For
Public Works Services and Materials
Specifications & Bid Price Forms
Item 5 Crack Sealing

Metropolitan Area Planning Council (MAPC)

On behalf of the MetroWest Regional Services Consortium

Representing the following municipalities:

Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley

IFB # MW 2020 PW1
Public Works Services and Materials

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General Specifications

Unless otherwise noted in these specifications, all materials and work under any resulting contract or contracts shall be in conformance with the latest Editions of:

- MassDOT Standard Specifications for Highways and Bridges, Supplemental Specifications, and Standard Special Provisions
- MassDOT Construction and Traffic Standard Details
- U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD)
- MassDOT Wheel Chair Ramp Standard
- The American Water Works Association's Standard for the Installation of Ductile-Iron Water Mains and Their Appurtenances
- MassDOT Standard Drawings for Signs and Support

Item 5 Crack Sealing

RANDOM-CRACK SEALING BY FIBER REINFORCED METHOD

Scope of Work

The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, and vegetation removal and sterilization of cracks where necessary.

Material

- a. Crack sealer shall be an asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant.

- 1) Asphalt Sealant shall be a grade PG 58-28 (formerly AC-10), PG 64-22 or PG 64-28 (formerly AC-20) with a penetration of 75-100.
- 2) Fiber reinforcing materials shall be short-length polyester fibers having the following properties.

Length———— 7 mm.

Diameter———— 0.0008 inch plus or minus 0.0001 inch

Specific Gravity—— 1.32 to 1.40

Melt Temperature—— 480 degrees F. minimum

Ignition Temperature— 1000 degrees F. minimum

Tensile Strength—— 75,000 PSI plus or minus 5,000 PSI

Break Elongation—— 33% plus or minus 9%-They are fully drawn

- b. Asphalt-Fiber compound shall be mixed at a rate of 6-8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

Equipment

- a. Equipment used in the performance of the work required by this section of the specification shall be subject to the engineer and maintained in a satisfactory working condition at all times.

IFB # MW 2020 PW1
Public Works Services and Materials

- 1) Air Compressor: Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- 2) Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.
- 3) Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.
- 4) Melting Kettle: The unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees F. The kettle shall be equipped with a satisfactory means of agitating the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200 degrees F. and 550 degrees F.

Preparation of Cracks

- a. Debris Removal: All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from pavement surface immediately by means of power sweepers or hand brooms or air brooms.
- a. Vegetation: When cracks show evidence of vegetation, it shall be removed and sterilized by use of Propane Torch unit generating 2000 degrees F. and 3000 foot/second velocity to eliminate all vegetation, dirt, moisture and seeds.
- b. General: No crack sealing material shall be applied in wet cracks, or where frost, snow or ice is present nor when ambient temperature is below 25 degrees F.

Preparation and Placement of Sealer

- a. Joint sealing material shall be heated and applied at a temperature specified by the manufacturer and approved by the engineer. Minimum application temperature shall be 320 degrees F.
- b. Sealer shall be delivered to the pavement surface through a pressure hose line and applicator shoe. The shoe width and overbanding area shall not exceed three inches (3") in diameter.. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over cracks to prevent sealer pickup.

Workmanship

IFB # MW 2020 PW1
Public Works Services and Materials

- a. All workmanship shall be of the highest quality, and excess of spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the engineer in charge.

Performance

- a. It is the intentions of the Public Agency not to award a contract for this work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other proposal or to award the contract as is deemed to be in the best interest of said Public Agency.
- b. Properly formulated and mixed asphalt fiber compound overbanding shall not expand beyond four inches (4") in width due to temperature or traffic compression after placement by contractor. Penalties will be imposed upon the contractor for expansion of the overbanding beyond four inches (4").
- c. The contractor must submit with his bid proposal a list of six (6) jobs which he has successfully completed, giving the name and the address of these projects so they can be investigated prior to the award of the contract.
- d. The Owner will require the contractor to successfully perform a 200 foot test strip in the field prior to commencing work under the contract.
- e. Manufacturer's certificate of material compliance will be furnished to the Owner certifying conformance to the above material specifications.

Measurement and Payment

- a. Measurement for this bid unit shall be by the gallon and shall be the actual number of gallons of sealer applied to the pavement. Payment shall be at the unit price bid in the proposal and shall be complete payment for the entire item including furnishing, preparation and placing of materials, labor and equipment to be used on this project.
- b. Expansion of the overband by traffic or weather will result in a penalty equivalent to the ratio of the expansion to the overband. (Example: A one inch (1") expansion of a four inch (4") overband will result in a 25% reduction in the number of gallons paid.)

RANDOM-CRACK SEALING BY MODIFIED ASPHALT -FIBER REINFORCED METHOD

Scope of Work

- a. The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning

IFB # MW 2020 PW1
Public Works Services and Materials

and sealing of construction and random cracks in bituminous concrete pavements, and vegetation removal and sterilization of cracks where necessary.

Material

- a. Crack sealant shall be a modified asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant.
- b. The asphalt binder shall consist of a blend of neat asphalt binder and chemically modified crumb rubber (CMCR) that meets the following specifications:
 - PG 64-34 or PG 70-34 after modification
 - Viscosity of not more than 3PaS at 300 degrees F
 - Modification at a minimum shall consist of 5% CMCR and the maximum particle size for the CMCR shall be 80 mesh (#80 sieve)
 - The performance grade of the neat asphalt binder shall not exceed a PG 58-XX
 - The asphalt supplier shall provide testing for the neat asphalt binder and modified asphalt binder in accordance with AASHTO M320
- c. Fiber reinforcing materials shall be short-length polyester fibers having the following properties:
 - Length* 0.25in.+0.02
 - Elongation at Break; ASTM D2256-90 38%
 - Melting Point; ASTM D3418-82 >475 degrees F (246 degrees C)
 - Crimps/Inc; ASTM D3937-90 None
 - Cross Section Round
 - Denier; ASTM D1577-90 4.5 Nominal dpf
 - Tensile Strength; ASTM D2256-90 >70,000 psi
 - Diameter 0.0085 in. **
 - Specific Gravity; ASTM D792-91 1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature

** Subject to Normal Variations

IFB # MW 2020 PW1
Public Works Services and Materials

- d. Modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

Equipment

- a. Equipment used in the performance of the work required by this section of the specification shall be subject to engineer approval and maintained in a satisfactory working condition at all times.
- b. Air Compressor: Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- c. Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.
- d. Melter: The unit used to melt or maintain crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600 degrees F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200 degrees F. and 550 degrees F. and must be capable of pumping an 8% fiber content blend.

Preparation of Cracks

- a. Debris and Vegetation Removal: All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000 degrees F. and 3,000 foot/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.
- b. General: No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present nor when ambient temperature is below 25 degrees F.

Preparation and Placement of Sealant

- a. The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. Whenever material is added to the tank, sealing operations shall be

IFB # MW 2020 PW1
Public Works Services and Materials

suspended for 1 hour to allow for the minimum required mixing time. Minimum application temperature shall be 320 degrees F.

- b. Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5 inches. Once the pavement cracks are sealed the width of the sealant on the pavement (overbanding) shall be no greater than 3 inches. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over the cracks to prevent sealant from being picked up.

Workmanship

- a. All workmanship shall be of the highest quality, and any excess of spilled sealant shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the engineer in charge.

Performance

- a. It is the intention of the Public Agency not to award a contract for this work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other proposal or to award the contract as is deemed to be in the best interest of said Public Agency.
- b. Properly formulated and mixed asphalt fiber compound overbanding shall not be greater than three inches (3") in width. Penalties will be imposed upon the contractor for overbanding beyond three inches (3").
- c. The contractor must submit the following with his bid proposal:
 - A list of six (6) jobs which he has successfully completed, giving the name and the address of these projects so they can be investigated prior to the award of the contract.
 - The trade name of the crack sealant the bidder intends to use.
 - The manufacturer of the crack sealant the bidder intends to use.
- d. The Owner will require the contractor to successfully perform a 200 foot test strip in the field prior to commencing work under the contract.
- e. Manufacturer's certificate of material compliance will be furnished to the Owner certifying conformance to the above material specifications.

Measurement and Payment

The unit of measure for the work shall be as indicated on the Bid Price Form.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.
Public Works Services and Materials

Invitation for Bids (IFB)
MW 2020 PW1
For
Public Works Services and Materials

Metropolitan Area Planning Council (MAPC)

On behalf of the Metro West Regional Services Consortium

Representing the following municipalities:

Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley

Legal Notice of Invitation for Bids for Public Works Services

The Metropolitan Area Planning Council (MAPC) on behalf of the MetroWest Regional Services Consortium (Consortium) representing the following municipalities: Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley invites bids for the following public works services and materials to be provided to the Participating Member Municipalities through December 31, 2020, with the possibility of two 1-year extensions:

Item #	Description	Estimated One Year Contract Value	MassDOT Prequal. Required
5A	Crack Sealing – Asphalt Fiber Reinforced Compound	\$722,580.00	Y
5B	Crack Sealing – Modified Asphalt-Fiber Reinforced Compound	\$103,000.00	Y
6	Pavement Markings	\$256,107.00	Y
17	Mobile Crushing Services	\$14,820.00	Y

MAPC is administering this procurement on behalf of the Consortium and the Participating Member Municipalities. MAPC will identify responsible and responsive low bidders and make recommendations of award. Individual contracts will be executed between the Participating Member Municipalities and the low bidders. The Participating Member Municipalities reserve the right to accept or reject such recommendations and to award contracts with the low bidders as deemed in their best interest. MAPC and the Consortium reserve the right to accept or reject any and all bids or portions thereof, to waive any informalities in bidding, and to recommend awards as appear in the best interest of the Consortium and its members.

Bid documents may be obtained by contacting Kelsi Champley by email at kchampley@mapc.org, beginning November 20, 2019. Massachusetts Prevailing Wage Laws apply to all services. Bid Bonds, Performance Bonds, and Labor & Materials Payment Bonds are required. Sealed bids will be accepted until 12:00 PM, December 11, 2019 at 60 Temple Place, Boston, MA 02111 at which time they will be publicly opened.

Please note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected. Vendors are advised that the initial contract term is for one year. MAPC reserves the right to extend the contract for two additional 12 month options. Valuation for purposes of MassDOT Prequalification is based on first year times three (3) to arrive at an estimated total Prequal. contract value. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold (+50% of year 1 prequalification; example \$100,000 limit = \$150,000 waiver) and want to bid, should submit a waiver request at least two (2) weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted. The estimated value provided in this Invitation to Bid is for one (1) year. Vendors are expected to be able to provide their services over three (3) years at three (3) times the initial estimated value.

Advertisements placed as follows:

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.
Public Works Services and Materials

Central Register

Published: November 20, 2019

Boston Herald

Published: November 20, 2019

COMMBUYS

Published: November 20, 2019

MassDOT

Notified: November 20, 2019

MAPC Website

Posted: November 20, 2019

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.
Public Works Services and Materials

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IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Section I: Terminology

The following terms, references and conventions have the meaning indicated.

Terms In Use	General Meaning
MetroWest -RSC	MetroWest Regional Services Consortium - an association of municipal governments
The Consortium	A collective purchasing association comprised of Member Municipalities
Participating Member Municipality(s); Participating Members	RSC members taking part in this IFB
City Town Municipality	The awarding authority of the Participating Member Municipality or its Authorized Representative
Authorized Representative Designee	The person named as such by the Participating Member Municipality
Director Director of Public Works Engineer Superintendent	A Participating Member Municipality's Authorized Representative or his/her designee <u>or</u> The Participating Member Municipality's manager of the work performed under Contract
DPW Department Agency	The Participating Member Municipality's department responsible for directing the work performed under Contract
Low Bidder(s) Successful Bidder(s)	The Low Bidder with whom a Contract has or may be executed

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.
Public Works Services and Materials

Contractor(s)	
Bid Sheet(s)/Form(s)	Bid Form(s)
Proposal Sheet(s)/Form(s)	Bid Price Form(s)
MAPC	The Metropolitan Area Planning Council, administrator of this IFB process as a service of its Regional Consortium Project.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Section II: General Information

1. Introduction

- a. The MetroWest Regional Services Consortium (Consortium) is an association of municipal governments. The Metropolitan Area Planning Council (MAPC) is administering this bidding process on behalf of the Consortium for the following Participating Member Municipalities:

Ashland, Millis, Natick, Sherborn, Southborough, and Wellesley

- b. MAPC on behalf of the Consortium will identify low bidders and recommend award by Participating Member Municipalities' awarding authorities, which reserve the right to accept or reject such recommendations as deemed in their best interest.

2. About the IFB Documents

- a. All bidders will receive this Invitation for Bids (IFB) which contains all required information for bidders and required forms and the Specifications, Bid Price Forms, and Prevailing Wage information for the item or items for which the Bidder wishes to submit a bid.
- b. See Appendix A, List of Bid Documents for documents that apply to this IFB.
- c. Bidders are required to immediately and thoroughly review the IFB and Specifications and promptly notify MAPC of any ambiguity, inconsistency, or error which they may discover. Direct all inquiries to Kelsi Champley via e-mail at kchampley@mapc.org. *No inquiries will be accepted within three business days prior to the bid opening.* Response to inquiries that affect all bidders will be issued as addenda. MAPC will not provide, authorize or honor any alleged oral interpretations.
- d. Any Addenda issued will be distributed via e-mail to all parties that have obtained IFB Documents. Addenda will also be faxed to bidders without an e-mail address. Alternate arrangements may be made if requested by a bidder.
- e. A bidder may correct, modify, or withdraw a bid by written notice received by MAPC not later than the close of business on the day before the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence, must reference the original IFB and must be signed by the same person who signed the General Bid Form or a surrogate so authorized in writing.
- f. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of MAPC, the Consortium, or fair competition as determined by MAPC.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

- g. 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.
- h. 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. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid, payable to MAPC.
- i. 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 MAPC, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of MAPC 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 the 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.
- j. MAPC and the Participating Member Municipalities will not reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.
- k. 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 MAPC immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely the 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.
- l. Note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected. Valuation for purposes of MassDOT Prequalification is based on first year multiplied by three (3) to arrive at an estimated total Prequal. contract value. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold (+50% of year 1 prequalification; example \$100,000 limit = \$150,000 waiver) and want to bid, should submit a waiver request at least two (2) weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted. The estimated value provided in this Invitation to Bid is for one (1) year. Vendors are expected to be able to provide their services over three (3) years at three (3) times the initial estimated value.

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- m. By submitting a Bid, a Bidder indicates acceptance of all terms and conditions of this IFB.
- n. Nothing in this IFB will compel a Participating Member Municipality to award a Contract. MAPC may cancel this IFB, may waive any informalities to the extent allowed by law, , and may reject any and all Bids, if MAPC, in its sole discretion, determines said action to be in the best interest of MAPC or the Participating Member Municipalities. MAPC may reject as nonresponsive any Bid that fails to satisfy any of the Bid Submission Requirements.
- o. The Successful Bidder shall, within ten (10) days after presentation thereof by a Participating Member Municipality, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.
- p. The Successful Bidder who enters into a Contract with a Participating Member Municipality shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.
- q. A Participating Member Municipality 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.
- r. Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the M.G.L. c. 149 §§ 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid opening, to request, if necessary, any additional information on Minimum Wage Rates for those trades who may be employed for the proposed work under any such Contract awarded.
- s. M.G.L. c 30 § 39M and M.G.L. c. 30B shall govern all procedures and are incorporated herein by reference.
- t. For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

3. Estimated Quantities

- a. This IFB recites quantities of services and/or goods that reflect estimates of the work to be engaged in by the Participating Member Municipalities during the initial contract term and each possible extension. Estimated quantities will be used for comparison of bids, determining the Low Bidder and establishing the Bid Bond/Deposit and Performance Bond amounts. The quantities, as estimated, may or may not be purchased during a contract term or extension. Each member municipality reserves the right to exceed or not meet the estimated quantities as its needs dictate. Participating Member Municipalities that have not listed estimated quantities may partake of the goods and services as bid.

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4. Pre-Bid Conference

- a. No pre-bid conference will be held for this IFB.

5. Bidder Eligibility

- a. Bidders must comply with all requirements of this IFB in order to be considered eligible for award.
- b. Please note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list will be rejected.

6. Award

- a. MAPC and the Consortium do not award contracts. MAPC and the Consortium will identify valid Low Bidders (i.e. the responsive—bidders who comply with all requirements for submittal of bids—and responsible—Bidders who are listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are listed on a waiver contractor bid list and whose references are satisfactory to the Participating Member Municipalities—bidders offering the lowest aggregate prices as indicated on the Item-specific Bid Price Forms) and will present the Bidder's executed Contractual Agreement for Public Works Services to Participating Member Municipalities for their action.
- b. Award recommendations will be based on the prices enclosed in bold borders **\$ xxx,xxx.xx** as indicated on the Bid Price Forms. Bid Price Form arithmetic is apparent.
- c. In the event of mathematical error on extensions of unit prices to total costs, unit prices will prevail.
- d. Low Bidders and Second Low Bidders will be identified for each of the Bid Items shown on the Bid Price Forms as the subject of an award.
- e. In the event of a Tie Bid, the winning bidder will be determined by the following means:
 - 1. Tied bidders will be required to submit revised bids of equal or lower value. Such bids shall be received, opened, and publicly read at a time, date, and place specified by MAPC no sooner than three (3) business days and no more than five (5) days after notification to the tied bidders.
 - 2. By submitting a bid, bidders acknowledge and agree to the tie-breaking method selected by MAPC.

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7. Contracts

- a. All Low Bidders and all Participating Member Municipalities will be presented with a Contractual Agreement for Public Works Services for execution and inclusion with their bids. One Contract will result for each Bid Item identified for individual award. Each contract will separately and individually bind each Participating Member Municipality and each Low Bidder. The parties to this Agreement shall not construe the use of a single uniform document signed by a Low Bidder and multiple Participating Member Municipalities as a contract with a single entity, the Consortium. Instead, it shall stand as a contract between each Low Bidder and each Municipal signatory. Scheduling, supervision, inspections, financial transactions, disputes and other contractual matters shall remain the affairs of the individual signatories to which they apply, having no direct or indirect bearing on any other party.
- b. The uniform contractual agreement used by all parties shall be the Contractual Agreement for Public Works Services contained in this IFB. (Refer to Form I – Contract). The Contractual Agreement must be completed, signed, sealed (if applicable), and submitted along with the Bid. (See Section 10, How to Submit a Bid)
- c. Contracts resulting from this IFB will be made by and between Low Bidders and Individual Participating Member Municipalities. Participating Member Municipalities make separate local decisions regarding contract execution. Consortium recommendations for award do not constitute a commitment or obligation by its Participating Member Municipalities to enter into such contracts.
- d. Contracts resulting from this IFB will be non-exclusive. Participating Member Municipalities reserve the right to do work of the type of the type covered by a resulting contract with their own forces or with other contracts.
- e. In addition, Letters of Availability (See Form H) will be executed between the Next Lowest Bidders and Participating Member Municipalities to ensure that they will guarantee their bid prices for the applicable contract periods in the event a Member Municipality exercises its rights under General Terms and Conditions, Section 3e: Engaging the Next Lowest Bidder. The Letter of Availability (Form H) must be completed, signed, sealed (if applicable), and submitted along with the Bid. (See Section 10, How to Submit a Bid.)
- f. Contracts will be in effect from their dates of execution through December 31, 2020. Each contract will be eligible for two (2) additional one (1) year extensions, ending December 31, 2021 and December 31, 2022.

TERM	FROM	THRU
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Initial Term	Execution date	December 31, 2020
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1 st Extension	January 1, 2021	December 31, 2021
2 nd Extension	January 1, 2022	December 31, 2022

- g. MAPC and the Consortium on behalf of the Participating Municipalities reserve sole discretion to extend contracts.
- h. In no instance shall any contract term, including extensions, exceed three (3) years in total.
- i. Except as provided elsewhere in this IFB, there will be no change in the terms and conditions, proposal prices, or products offered during the contract periods.
- j. All general requirements and terms and conditions contained in the "GENERAL INFORMATION" section of this IFB shall become part of and contained in any resulting Contract, except that terms, conditions and requirements peculiar to specifications for named types of work shall supersede.
- k. Bidders are required to certify at the time of contract execution, using the form contained in this document entitled Certification of Tax Compliance (Form C) that they have met all Massachusetts tax obligations as a condition of eligibility to contract with Participating Member Municipalities. Participating Member Municipalities are prohibited by law from executing Contracts without this Certification.
- l. This IFB document and all included forms and requirements will be incorporated into all resulting contracts.

8. Price Adjustment Clauses

- a. MassDOT has notified all cities and towns in the Commonwealth of Massachusetts that there are new price adjustment requirements that must be included in the bid documents for contracts to be funded by Chapter 90 funds. All municipalities are required to include price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, and steel.
- b. This IFB hereby incorporates the MassDOT specific contract language for the required price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, and steel. Copies of these Special Provisions can be found in Appendix E, Price Adjustment Clauses and on the MassDOT website.
- c. Base Prices for these items will be the fixed prices determined to be in place as of the date of bid as posted on the MassDOT website.

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- d. All scheduled work will be performed at the prices in effect at the time the work is performed.
- e. In the event that scheduled work is postponed by the Contractor, pricing will be locked-in at the pricing applicable to the originally scheduled work period.
- f. In the event that scheduled work is postponed by the Consortium member, Paragraph C above shall apply.

9. Applicable Laws and Certifications

- a. This Invitation for Bids [IFB] is a collective procurement issued by the Metropolitan Area Planning Council on behalf of the MetroWest Regional Services Consortium for its Participating Member Municipalities pursuant to M.G.L. c.7, s.22B.
- b. Municipal governments are exempt from Massachusetts sales tax and U.S. excise tax.
- c. Bids are subject to the laws and certifications noted in the following table:

Item	MGL c.30 s.39 M Applies	MGL c30B Applies	Prevailing Wage Law Applies	MassDOT Prequalification or Waiver Required
Crack Sealing – Asphalt Fiber Reinforced Compound	Y	Y	Y	Y
Crack Sealing – Modified Asphalt-Fiber Reinforced Compound	Y	Y	Y	Y
Pavement Markings	Y	Y	Y	Y
Mobile Crushing Services	Y	Y	Y	Y

- d. Low Bidders must provide proof of possession in good standing of all applicable licenses and must obtain, prior to performing contract work, all permits required by the Towns in which work is performed unless waived by the appropriate issuing authority.
- e. Vendors must be listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or be listed on a waiver contractor bid list.

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- f. Contractors must pay their employees the Prevailing Wages provided to the awarding authority by the Massachusetts Division of Occupational Safety pursuant to MGL c.149. Prevailing Wage information and rates are normally included in the IFB documents. Occasionally, the required documents may be delivered to bidders under separate cover. Awarding authorities will require copies of certified payrolls before payments can be made to contractors for work performed.
- g. Low Bidders must provide proof of possession in good standing of all applicable licenses and must obtain, prior to performing contract work, all permits required by the Towns in which work is performed unless waived by the appropriate issuing authority.

10. How to Submit a Bid

- a. Bids must be submitted in a sealed envelope and received prior to 12:00 PM on December 11, 2019 to:

Kelsi Champley

Metropolitan Area Planning Council

60 Temple Place, 6th Floor

Boston, MA 02111

No late bids shall be accepted. No faxed or emailed bids shall be accepted.
Conditional bids will not be accepted.

- b. All bid envelopes, including all outer envelopes for mailing/shipping (e.g. UPS, DHL, FedEx), must also clearly display the following information on the exterior:

MetroWest Regional Cooperative Public Works Group

BID FOR PUBLIC WORKS SERVICES

MW 2020 PW1

Bid Item # and Description: ____

Vendor Name: ____

Bid Opening Date: ____

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- c. Bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list will be rejected.
- d. Note that bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list as of the day of the bid will be rejected. Valuation for purposes of MassDOT Prequalification is based on first year multiplied by three (3) to arrive at an estimated total Prequal. contract value. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold (+50% of year 1 prequalification; example \$100,000 limit = \$150,000 waiver) and want to bid, should submit a waiver request at least two (2) weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted. The estimated value provided in this Invitation to Bid is for one (1) year. Vendors are expected to be able to provide their services over three (3) years at three (3) times the initial estimated value.
- e. Bids must be submitted on the accompanying applicable Bid Price Forms. All blanks must be marked with a bid price or an extended price, or marked out so as to clearly indicate the Bidder's intentions.
- f. Bids must be signed and dated by an authorized representative of the Bidder and accompanied by proof of authorization (e.g. certificate of corporate vote, corporate seal, etc.) when representing a business entity other than a sole proprietorship.
- g. Out of State Bidders – Bidders having their place of business outside of the Commonwealth of Massachusetts are considered a “Foreign Corporation”, as defined in M.G.L. c.181. Each Out of State Bidder shall furnish certification from the Secretary of State verifying qualification to do business in the Commonwealth in accordance with M.G.L. c.30, s§39L. g.

Bid Submittal CHECKLIST

One (1) envelope is required for each bid as follows:

- Envelope contains the following items properly completed, executed and sealed (if needed). Please submit only the listed required forms and documents and in the order requested. Do not include copies of the IFB and specifications:
 - An acceptable form of Bid Bond (see Section 14)
 - The Bid Price Form(s) that applies to the Item(s) being bid.
 - Form A – the General Bid Form
 - Form B – Certificate of Non-Collusion

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- Form C – Certificate of Tax Compliance
 - Form D – Conflict of Interest Certification
 - Form E – Certificate of Corporate Bidder
 - Form F – Certificate of Compliance with M.G.L. c. 151B
 - Form G – Certificate of Non-Debarment
 - Form H –Letter of Availability
 - Form I – an originally executed Contractual Agreement for Public Works Services - *submit seven (7) originals for each bid submitted*
 - A list of References numbering not less than three (3) Massachusetts municipalities with specific, complete, current and accurate contact information.
 - A list of Subcontractors to whom the Contractor may sub-contract any of its scheduled work.
 - A list of municipal work performed within the past three (3) years.
- h. Bonds, insurance certificates and any other documents required to be included in the completed contracts will be obtained from Low Bidders by the Consortium upon their certification of the Official Bid Results by MAPC.
- i. Bids from Bidders not listed by MassDOT as prequalified in the specific class of work with a single contract limit at or above the dollar value of the projects or who are not listed on a waiver contractor bid list will be opened and retained by the Consortium and rejected for being non-responsive.
- j. Prices as Bid shall remain firm 1) for the term of the Contract; and 2) for all work in the categories bid regardless of an individual member municipality's work quantities. Only those items listed in Section 8, Price Adjustment Clauses shall be subject to price adjustment.
- k. Bids shall remain valid and in effect for a period of sixty (60) days beyond 1) the initial date of opening and 2) the end of the specified contract periods to allow sufficient time for action by Participating Member Municipalities.
- l. Low Bidders shall process and deliver required Contract documents within seven (7) calendar days of receipt of notification by Participating Member Municipalities of their "Intention to Award a Contract".

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11. Bid Pricing

- a. The unit price for any item, bid and contracted for, unless otherwise noted or specified, shall include full compensation for all labor, equipment, materials, tools, mobilization, demobilization, administration and overhead, and incidental work necessary to complete the item to the satisfaction of the Municipality. The prices without exception, shall be net, not subject to discount, and shall include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work.
- b. The unit price for each and any item, bid and contracted for, shall include the Contract Administration Fee as described in Section III, Terms and Conditions.

12. Completing the Bid Price Forms

- a. Normally, all prices called for contribute to the calculation of an award amount. There may be exceptions, in which case, all unit prices called for must be bid in order for a bid to be considered valid.

				Estimated Quantity x Bid Price / Unit	Total
PW/SERVICE					\$ 97,178.00
1) Depth of 1"	ADD(DEDUCT)	@	(0.20) /SqYd		
2) Depth of 2"	70,700	x	1.09 /SqYd		\$ 77,083.00
3) Depth of 3"	ADD(DEDUCT)	@	0.25 /SqYd		
4) Depth of 4"	13,500	x	1.49 /SqYd		\$ 20,115.00
5) Night Work Differential	ADD(DEDUCT)	@	0.50 /SqYd		
6) Casting Adjustments					
a) Catch Basins/Manholes	-	@	110.00 Each		
b) Water & Gas Gates	-	@	95.00 Each		

- b. Unit prices preceded by "x" and followed by "=" indicate an extended price must be calculated.
- c. Unit prices preceded by "@" indicate a bid that will serve as the price for work Towns need to do at a later date, but have not indicated quantities at this time. DO NOT EXTEND these calculations. They will not calculate into the award amount, but may be used to determine the reasonableness of a bid.
- d. "ADD (DEDUCT)" amounts must be bid, although they do not figure in the award calculation.
- e. Place the sum of the extended prices in the bold box next above in the column of extensions. Where the extended price is in the bold box, that amount will be the basis of award.

13. MBE/WBE Participation Goals

- a. Low bidders who accept contract awards will be required to comply with any and all Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) policies and

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participation goals of the Participating Member Municipalities. Bidders must submit any required MBE/WBE Forms/Letter of Intent & Schedules of Participation required by a municipality to that municipality for acceptance prior to beginning any scheduled work.

14. Bonds

- a. All bids must be accompanied by a Bid Bond or a certified/bank check in the amount of 5% of the estimated value of the work bid upon by a single contractor as a guarantee that the bidder will honor the bid and execute a contract with Participating Member Municipalities , subject to forfeiture upon failure of such. ("Estimated value" equals the sum of all work bid on the basis of estimated quantities.) Bid Bonds must remain in effect for a period of not less than 60 days after the bid opening.
- b. Low bidders' bid bonds will be returned upon execution of the contract, complete with supporting documents.
- c. Second low bidders' bonds will be returned upon verification of receipt of their Letter of Availability.
- d. A Performance Bond in an amount of 100% of the estimated value of the contract work will be required of all bidders as part of their contracts for services.
- e. A Labor and Materials Payment Bond in an amount of 100% of the estimated value of the contract work will be required of all bidders as part of their contract for services bid under M.G.L.c.30, s.39M (see Section 9 – Applicable Laws and Certifications).

15. Insurance and Indemnification

- a. Low Bidders shall be required to provide Insurance Certificates as part of the contract documents demonstrating that the following forms and limits are in effect during the term of the Contract:

General Liability		
• Comprehensive Form Including: Premises/Operations Underground Explosion & Collapse Hazard	Aggregate	\$2,000,000
• Products/ Completed Operations	Aggregate	\$2,000,000

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• Personal Injury	Per Person	\$5,000
• Fire Damage	Each Occurrence	\$50,000
Automobile Liability		
• All Owned Vehicles	Bodily Injury & Property Damage Combined	\$1,000,000
• Hired Vehicles		
• Non-Owned Vehicles		
Workers compensation & Employers Liability		
• As Required by commonwealth of Massachusetts	Each Accident	\$500,000
	Bodily Injury by Disease (Policy Limit)	\$500,000
	Bodily Injury by Disease (Each Employee)	\$500,00
Excess Liability, Umbrella Form		
	Aggregate	\$2,000,000
	Occurrence	\$1,000,000

- b. Participating Member Municipalities shall be named as Additional Insured and shall be provided with copies of actual policies upon request.
- c. All insurance policies shall be in force from the time of execution of the Agreement to the date when all work under the contract is completed and accepted by the Participating Member Municipality. Contractors shall notify the Participating Member Municipality should coverage become unavailable or if its policy should change.
- d. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance, whether by the insurers or by the Insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Participating Member Municipality at least 15 days prior to the intended effective date thereof, which date should be expressed in said notice.
- e. Contractors shall also be required to provide to each Participating Member Municipality with their 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 Participating Member Municipality is named as an additional insured on each such policy.

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- f. Contractors shall indemnify, defend, and save harmless the Participating Member Municipality, and all of its officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damaged to property arising out of errors, omissions, or negligence of Contractors in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this contract, whether by himself or his employees or subcontractors. Contractors shall agree to the indemnification clause found in the Contract, Form I.

Section III: Terms and Conditions

16. Normal Hours of Work

- a. Normal Hours of Work shall be between the hours of 7:00 AM and 4:00 PM, Monday through Friday, unless otherwise specified. Work shall not be performed on Saturdays, Sundays, Holidays or other than during Normal Hours of Work without express authorization from the Municipal Party's Authorized Representative as identified in the Contract documents.

17. Safety

- a. Police details will be scheduled and paid for by Participating Member Municipalities unless otherwise specified in the bid documents.
- b. Contractors that cancel scheduled work to which police, flag people or public works personnel are assigned on an additional pay basis are subject to contract back charges for costs incurred at the discretion of Participating Member Municipalities.
- c. It is the Contractor's responsibility to contact DIG SAFE or any other utility company not notified per Dig Safe such as the municipal sewer department or light company.
- d. Contractors will be familiar with and conduct operations as required by OSHA regulations at all times.
- e. Contractors will immediately advise a Participating Member Municipality of inspections conducted by OSHA at the work site, and immediately provide copies of citations and violations to the Participating Member Municipality.

18. MBTA Right of Way Work

- a. Any contractor doing work in the right of way on the MBTA will be required to have all employees working in said zone complete an MBTA Safety Training and abide by all regulations and requirements associated with the MBTA Safety Department while working in this area.
- b. This shall include the use of flagmen and any other requirement put forth by the MBTA.

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- c. All costs associated with this work shall be borne by the contractor.

19. Schedules and Deadlines

- a. Contractors must make a diligent effort to coordinate scheduled work among Participating Member Municipalities.
- b. Contractors shall complete all work of a continuous nature scheduled and called for by the Participating Member Municipality prior to leaving a worksite or the municipality unless so authorized by the Member.
- c. Contractor supervisory personnel shall be consistent for all work of a continuous nature (i.e. same job, same supervisor).
- a. Best Efforts: All parties will make their best efforts to schedule work so as to avoid undue delay and repeated postponements, and to keep costs as low as possible.
- b. Start and Finish Work: Contractors shall be available to begin work at locations designated by the Town no later than five (5) business days from the date of execution of a Contract or on a schedule approved by the Participating Member Municipality. Once work has been started, Contractors shall remain on the job until all scheduled work is completed to the satisfaction of Participating Member Municipality.
- c. Assignment: Contracts may not be assigned, in whole or in part, by any Contractor without the prior written consent of the Consortium.
- d. Sub-Contracting: Contracts may not be assigned, in whole or in part, by any Contractor without the prior written consent of the Consortium. Contractors may sub-contract any, or all of a Consortium members scheduled work; however, the Contractor must inform the Consortium member as to the name and qualifications of the selected sub-contractor 72 hours prior to the work being performed and work can only proceed if the Consortium member approves the use of the selected subcontractor. Such consent shall be considered temporary and conditional, and may be revoked at any time at the member's discretion. If the selected sub-contractor is rejected by the Consortium member, then the Contractor must find a suitable alternative for the work at no additional cost to the Consortium member. All standards expressed in the contract documents apply to the approved sub-contractor as well. The Contractor will be responsible for the quality of the work by the sub-contractor. All damages by the sub-contractor will be repaired in a timely manner at no additional cost to the Consortium member.

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- e. **Presence Known to Municipality:** All work must be scheduled in advance and performed with the knowledge and consent of the Municipality. Contractors may not perform work within Participating Member Municipalities absent such knowledge and consent.
- f. **Timeliness and Approved Delays:** Time shall be of the essence regarding performance of each and every portion of the contracted work. Work schedules approved by the Municipality shall be binding upon the Contractor except for reasonable delays due to weather, failure of the Municipality in the timely performance of any of its prerequisite obligations, or site-related circumstances beyond the control of the Contractor. Extensions of time resulting from such delays are subject to approval by the Municipality and may not be unreasonably withheld.
- g. **Postponed Work:** Postponed work attributable to a Consortium member will be rescheduled at the earliest possible date after the postponed start date, but not later than 3 weeks thereafter
- h. **Failure to Appear for Scheduled Work:** In addition to the penalties noted in the preceding paragraph, Contractors that fail to appear for or cancel scheduled work to which police, flag people or public works personnel are assigned on an additional pay basis, will be subject to contract back charges for costs incurred at the discretion of Participating Member Municipalities. Such charges may include preparation by others that is required to be repeated.
- i. **Engaging The Next Lowest Bidder:** Participating Member Municipalities may elect, upon failure of the Low Bid Contractor to comply in a timely manner with the requirements of this section (Schedules and Deadlines), to a) invoke a non-performance penalty of \$1,000 per day (deductible from rendered invoices), or b) engage the services of the next lowest bidder at his price as bid; provided that in either case the Low Bid Contractor has failed to appear and to provide the requested services within 24 hours of receipt of written notice of the Municipality's intentions and its basis for such action. Once this provision is exercised, the Municipality may, but shall not be obligated to, resume service by the Low Bid Contractor. Re-engagement of the Low Bid Contractor shall be at its Bid prices and without breach of the Contract between the Parties.

20. Legal Damages

- a. If Contractors neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by Participating Member Municipalities, then Contractors hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount of \$1,000.00 per day, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work.
- b. The said amount is fixed and agreed upon by and between Contractors and Participating Member Municipalities because of the impracticability and extreme difficulty of fixing and

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ascertaining the actual damages Participating Member Municipalities would in such event sustain, and said amount is agreed to be the amount of damages which Participating Member Municipalities would sustain and said amount shall be retained from time to time by Participating Member Municipalities from current periodical estimates.

21. Termination

- a. Each Participating Member Municipality or a Contractor may terminate the Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties in a timely and proper manner.
- b. A Participating Member Municipality shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- c. Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

Each Participating Member Municipality shall remain liable for payments for the services and/or expenses of a Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Participating Member Municipality as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.

The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

22. Invoicing & Payment

- a. With any invoice, the CONTRACTOR shall submit evidence satisfactory to the Participating Member Municipalities that the goods or services have been delivered and/or that the work has been completed in accordance with this Agreement.
- b. Invoices shall clearly indicate quantities, hours, prices and other applicable measures that can be verified by Participating Member Municipalities on the basis of documented inspection by the Municipality, or by weight, service or delivery slips provided at the time work was performed or delivery/pick-up occurred.
- c. Invoices shall reference the correct Consortium and Consortium contract number i.e. SS 20XX-PW1, MNW 20XX-PW1, or MW 20XX-PW1, etc.
- d. Pricing shall be based on unit (or other) prices as bid. Any pricing not listed in the bid will not be honored.

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- e. Payment for services rendered in accordance with any Contract will be made pursuant to M.G.L. c. 30 §39G on a monthly basis, thirty days after receipt of an invoice for work performed or materials supplied the previous month.
- f. The Participating Member Municipalities shall pay the CONTRACTOR ninety percent of the invoice. Upon satisfactory completion of the work and thirty days after receipt of an invoice for final payment, the Participating Member Municipalities shall pay the CONTRACTOR all amounts due under the Contract, including the retainage.
- g. The Participating Member Municipalities shall not make payments in advance.
- h. If a Participating Member Municipality objects to all or part of any invoice, the Participating Member Municipality 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 thirty (30) days after the date of receipt of the invoice.
- i. Payment of the amounts due under any Contract shall release the Participating Member Municipality and its officers, employees, boards, commissions, committees, agents and representatives from any and all claims and liability in any way relating to the Contract or anything done in pursuance thereof.
- j. No payment by a Participating Member Municipality to a Contractor shall be deemed to be a waiver of any right of the Participating Member Municipality or ratification by the Participating Member Municipality of any breach by the Contractor.

23. Contract Administration Fees – Reporting, Payment & Auditing

- a. Contractors will be required to report to MAPC on all goods and services purchased by any Participating Member Municipalities through all resulting contracts. Vendors will provide MAPC with detailed reports within three (3) weeks after the close of each quarter of the contracted year using the provided reporting matrix. Reports shall contain all data pertinent to the purchase of all goods and services. Reports must be provided in electronic form (preferably .xls, .csv or .txt format) delivered via e-mail, and in printed form if requested.
- b. Contractors must also provide MAPC with copies of all invoices sent to Participating Member Municipalities for all goods or services delivered and work performed under resulting contracts. MAPC will also contact the Participating Municipalities to verify the information provided by the Contractors.
- c. Contractors will be required to pay to MAPC a Contract Administration Fee of 1% (one percent) of the total invoiced amount of goods and services purchased through all resulting contracts and reported in the quarterly reports.
- d. MAPC will invoice Vendors after which payment of the quarterly Contract Administration Fee is due from the Vendor to MAPC within 30 days of invoicing.

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- e. MAPC may lower, but will not increase, the Contract Administration Fee at any time during the term of this contract, in which case the cost reduction to the Proposer shall be reflected as a discount on the quotes provided to Buyers.
- f. MAPC will audit Contractor's records as often as it deems necessary.
- g. Contractor hereby grants MAPC, or its agent, open and free access to all records and books of account bearing evidence of business transactions relating to materials and services provided to Consortium members under resulting contracts.
- h. Contractor shall make available to MAPC upon request, and within a reasonable time, copies of documentation sufficient for MAPC to determine that Contractor is in compliance with this section.
- i. Contractor shall be determined to be in compliance with this section when it is shown that Contractor, through its own actions, has timely met and is presently meeting all of its obligations as set forth in this section.
- j. If Contractor is found to be in non-compliance with this section, Contractor shall be given a reasonable time to cure.
- k. If after a reasonable time Contractor has not cured and continues to be in non-compliance, MAPC will pursue appropriate actions against Contractor for the collection of administration fees due to MAPC under this section and notify Contractor in writing of MAPC's actions. Additionally, MAPC will:
 - 1) Report Contractor's non-compliance to the Participating Member Municipalities; and,
 - 2) Deem Contractor "not responsible" in any future bid or bids performed by MAPC for a period of 3 years from the date of MAPC's written notification to the Contractor of MAPC's actions to pursue collection of administration fees.
- l. At a minimum MAPC will audit Contractor at least once within 90 days after the termination date of the contract as a step in closing out the contract. Contractor agrees to be bound by the terms and conditions of the IFB and the contract documents through such audit period, or until sooner released in writing by MAPC, and agrees to immediately pay MAPC any and all Administration fees unpaid and due as a result of any MAPC audit.
- m. If Contractor does not immediately pay MAPC any and all Administration fees unpaid and due as a result of an audit to close-out the contract within a reasonable time, MAPC will pursue appropriate actions against Contractor for the collection of administration fees due to MAPC and notify Contractor in writing of MAPC's actions. Additionally, MAPC will:
 - 1) Report Contractor's non-compliance to the Participating Member Municipalities; and,

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- 2) Will deem Contractor "not responsible" in any future bid or bids performed by MAPC for a period of 3 years from the date of MAPC's written notification to the Contractor of MAPC's actions to pursue collection of administration fees.

24. Record Keeping

- a. Contractors shall make, and keep, at least six (6) years after final payment, books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Contractors, and until the expiration of six (6) years after final payment, the Office of the Inspector General, and the Deputy Commissioner of Capital Planning and Operations shall have the right to examine any books, documents, papers or records of the Contractors or his/her/its Subcontractors that directly pertain to, and involve transactions relating to the Contractor or his/her/its Subcontractors.
- b. All record keeping shall be in full compliance with M.G.L. c. 30 § 39R.
- c. MAPC and the Consortium reserve the right to audit all contractor transactions reported or assumed to be associated with any MAPC or Consortium collective purchasing contracts. Contractors agree to provide MAPC, the Consortium, or their agents reasonable access to relevant records and to respond promptly to pertinent inquiries.

25. Miscellaneous

- a. Terms, conditions and requirements peculiar to specifications for named types of work shall supersede those contained in the "General Information" section of this IFB.
- b. Neither the Consortium, nor the Metropolitan Area Planning Council (MAPC), nor other Participating Member Municipalities are responsible for satisfying or assisting in collection of debts owed contractors by a single Participating Member Municipality for services or materials delivered pursuant to this IFB.
- c. In the event the Parties loan equipment of any kind to each other, they promise to return the equipment in equal or better condition at the conclusion of use.
- d. Participating Member Municipalities reserve the right to add related items to any contract resulting from this IFB during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Participating Member Municipality.

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Section IV: Forms

The following pages contain ALL FORMS that must be included with each bid. See IFB Section 10, How to Submit a Bid for more information. Please read each form, complete them accurately and make certain they are enclosed with each bid in the order in which they are listed. Contact Kelsi Champley at kchampley@mapc.org or (617) 933-0766 with any questions.

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Form A - General Bid Form

[ATTACH this cover sheet to each Bid Price Form submitted. Note: Company name and agent's initials are required on Each Bid Price Form.]

MetroWest Regional Services Consortium
MW 2020 PW1
Item(s) #: _____
Description:
Addenda: _____

Bidder certifies as follows:

- Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- 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.
- 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.)

Submits the attached Bid Price Form as its bid pertaining to the Invitation for Bids and the specific Item(s) referenced above to the MetroWest Regional Services Consortium on the authority of the undersigned and as dated below. The Bidder confirms and pledges to abide by and be held to the requirements of this IFB and its resulting Contract(s), and further, to diligently and promptly perform any tasks and deliver any documents required, and to execute a Contract with any Participating Member Municipality.

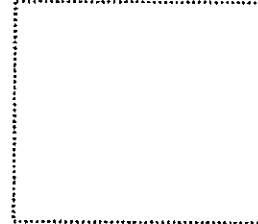
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Form A - General Bid Form (Page 2)

Authorized agent of the Bidder [If a corporation, attach certificate of vote or apply corporate seal to this page.]

* Affix Corporate Seal ⇒



Name of Bidder

Address of Bidder

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date:

Contact for Bidder

Telephone for Contact

Fax for Contact

E-Mail for Contact

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Form B 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

By: _____
(Signature)

Printed Name

Printed Title

_____ Date:

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Form C - 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

By: _____
(Signature)

Printed Name

Printed Title

_____ Date:

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Form D - 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 Invitation for Bids) 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, M.G.L. c. 268A, applies to the Bidder with respect to the transaction outlined in the Invitation for Bids.
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.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date:

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Form E - Certificate of Corporate Bidder

I, _____, certify that I am the _____ of the Corporation named as Bidder in the attached Bid Form; that _____, who signed said Bid Form on behalf of the Bidder was then _____ of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(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.

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Form F - 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:

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Form G - Certificate of Non-Disbarment

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 MAPC 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:

To: MetroWest Regional Services Consortium Member Municipalities

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From:

Form H - Letter of Availability

Date:

IFB#: MW 2020 PW1 - Letter of Availability

This document constitutes an agreement between the Contractor and the MetroWest Towns executing a contract for the service item specified below and will become part of the General Contract for the service item. Your bid in response to the MetroWest Invitation for Bids ["IFB"] referenced above was the second lowest bid for:

Item #: _____

Description: _____

As required by the IFB, you certify that you will:

1. Guarantee your bid prices for the initial contract period from date of contract execution through December 31, 2020 and through any contract extensions.
2. Respond and perform the needed services if called upon.
3. Work cooperatively with a requesting municipality to address its need at hand.
4. Perform the services bid on an agreed schedule consistent with the Towns' needs.
5. Comply with all the requirements of the "Contractual Agreement for Public Works Services" and its accompanying documents.
6. Deliver bonds and certificates prior to performance, provided a requesting municipality may waive the timing requirement of delivery if judged to be in its best interest.

I understand that my commitment is to perform services on a temporary basis, or for the duration of the contract and any extensions, as specified by the requesting municipality. I further understand

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that a requesting municipality may, but is not obligated to, contract with me to perform the subject services in the event of default or termination of its contract with the low bidder.

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Form H - Letter of Availability (Page 2)

X _____

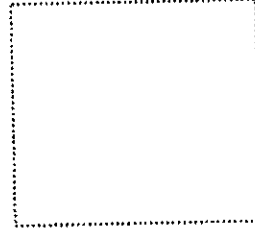
* Affix Corporate Seal ⇒

* Signature

* Name

* Title

* Date



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Form I – Contract

The following pages contain the general contract. It will be combined with the content of Doc #00 (the IFB Document), relevant specifications and Bid Price Forms, and the required bonds and certificates to be provided by the Contractor.

IMPORTANT!

BIDDERS ARE REQUIRED TO COMPLETE THE CONTRACT, SIGN AND SEAL IT (IF APPLICABLE) AND INCLUDE SEVEN (7) ORIGINALS WITH EACH BID SUBMITTED.

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CONTRACTUAL AGREEMENT FOR PUBLIC WORKS SERVICES

ARTICLE 1

CONTRACTING PARTIES

1.1 THIS AGREEMENT made effective by dated signature of the Parties hereto, by and between the Municipality named in Article 10.1 and signatory hereto ["Municipality"], a municipal corporation organized under the laws of the Commonwealth of Massachusetts acting by and through its Contracting Authority ["Contracting Authority"], and _____

["Contractor"] whose principal office address and state of incorporation are set forth in Section 10.4.

ARTICLE 2

SUBJECT

2.1 WHEREAS, the Municipality desires to retain the Contractor to provide certain services for the Municipality, and the Contractor is willing to accept such engagement, on the terms of the Invitation for Bids [IFB] entitled:

IFB#: MetroWest Regional Services Consortium (IFB) MW 2020 PW1, as it relates to:

Bid Item #: _____

Description: _____

and as hereinafter set forth.

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.

2.2 NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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ARTICLE 3

ENGAGEMENT OF THE CONTRACTOR

- 3.1 The Municipality hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform certain services to the Municipality, as described in Article 2.
- 3.2 In the performance of service under this Agreement, the Contractor acts at all times as an independent contractor and shall not be entitled to receive any benefits of employment with the Municipality, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. There is no relationship of employment or agency between the Municipality, on the one hand, and the Contractor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.

ARTICLE 4

SERVICES OF THE CONTRACTOR

- 4.1 The Contractor will perform the services described in the specifications pertaining to the Service Item Identified in Section 2.1 (above) ["Work"].
- 4.2 The Contractor shall report, and be responsible, to the Contracting Authority or his/its designee as set forth on Exhibit A.
- 4.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the Contracting Authority. The Municipality shall be under no obligation to pay for any services performed by the Contractor not explicitly agreed to by the Municipality in advance in writing.
- 4.4 The Contractor represents and warrants to the Municipality as follows:
- 4.4.1 That it and all its personnel (whether employees, agents or independent contractors) are qualified and duly licensed as required by law and/or local municipal code to perform the services required by this Agreement.
- 4.4.2 That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
- 4.4.3 That it will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 4.4.5 That all written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise), which are produced by the Contractor as work pursuant to this agreement, shall be deemed to be "work for hire" and the copyright thereto shall be the property of the Municipality.

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ARTICLE 5

PERIOD OF SERVICES

- 5.1 The term of this Agreement shall commence on date of execution, and continue until December 31, 2020 and may be extended at the sole discretion of the Municipality through December 31, 2021, and again through December 31, 2022.
- 5.2 The Contractor agrees to proceed with Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Contractor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE CONTRACTOR

- 6.1 Compensation to due to the Contractor shall be paid as specified in General Terms & Conditions, Section 22 of the IFB.

ARTICLE 7

TERMINATION

- 7.1 Either the Municipality or the Contractor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 7.2 The Municipality shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 7.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:
 - 7.3.1 The Municipality shall remain liable for payments for the services and/or expenses of Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Municipality as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.
 - 7.3.2 The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

- 8.1 The Contractor shall compensate the Municipality for all damage to the Municipality's 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 Municipality 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

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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 local 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.

Neither the Municipality, 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 local 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.

- 8.2 Before commencing Work, the Contractor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the IFB and provide written documentation of such in the form specified in the IFB.
- 8.3 The Contractor shall give the Municipality twenty (20) days written notice and characterization in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

- 9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Municipality. The Contractor shall immediately deliver or otherwise make available all such material to the Municipality.
- 9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect. The Contractor shall not assign any money due or to become due to the Contractor unless the Municipality shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- 9.3 Except as otherwise expressly provided in this Agreement, any decision or action by the Municipality relating to this Agreement, its operation, or termination, shall be made by the Contracting Authority or otherwise as delegated or assigned in Exhibit B.
- 9.4 This Agreement, together with its Exhibits, the IFB referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire

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agreement between the Municipality and the Contractor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by the Municipality and the Contractor. Any notices required or allowed shall be sent by receipt-verified mail or courier to the persons designated in Exhibit B.

- 9.5 In the event any terms and conditions of this Agreement conflict with those contained in the IFB and its Addenda, the IFB and its Addenda shall prevail.
- 9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith, regardless of choice of law principles.
- 9.7 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 in the county in which the Municipality lies, and in no other court or jurisdiction.
- 9.8 The Contractor shall hereby acknowledge that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Municipal 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 Municipality 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.
- 9.9 No action or failure to act by the Municipality shall constitute a waiver of a right or duty afforded to the Municipality 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 Municipality shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Municipality. No waiver by the Municipality of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- 9.10 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 Municipality in writing.
- 9.11 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.
- 9.12 The Contractor shall not represent or purport to represent that it speaks for the Municipality vis-à-vis the media or the public at-large without the Municipality's express, written consent in advance.
- 9.13 Prior to commencing services under this Contract, the Contractor shall furnish the

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Municipality, 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 afterhours emergency.

- 9.14 By entering into this Agreement, 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.
- 9.15 By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C § 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.
- 9.16 The Contractor understands that the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, 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.
- 9.17 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.
- 9.18 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, 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, 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.
- 9.19 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.
- 9.20 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.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.
Public Works Services and Materials

ARTICLE 10

This Contract is executed in one (1) copy as a sealed instrument.

SIGNATURES

10.1 For the Municipality by, or on behalf of its Contracting Authority:

Municipality

X _____
Signature

Printed Name

Printed Title

Phone

Fax

e-mail

10.2 Approved As To Funds Available:

X _____
Signature

Name

Title

Date

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

10.3 Approved as to form only:

X _____
Signature

Printed Name

Printed Title

Date

Firm

10.4 For the CONTRACTOR:

X _____
Signature

Printed Title

Printed Name

Date

Company Name

Street/P.O. Box

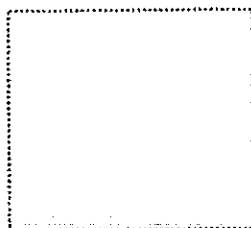
City, State, ZIP

Phone

Fax

e-mail

Affix Corporate Seal ⇨
(or mark "n/a")



IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.
Public Works Services and Materials

EXHIBIT A

NOTICE ADDRESSEES

A.1 For the Municipality:

Printed Title

Printed Name

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

email

A.2 For the Contractor:

Printed Title

Printed Name

Company Name

Street/P.O. Box

City, State, ZIP

Phone

Fax

e-mail

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

EXHIBIT B

ATTACHMENTS

1. Invitation for Bids # MW 2020 PW1
2. Bid Item Specification * IFB Doc #_ - _____
3. Other Bid Documents:
 - Bid Price Form
 - General Bid Form
 - Certificate of Non-Collusion
 - Certificate of Tax Compliance
 - Conflict of Interest Certification
 - Certificate of Corporate Bidder
 - Certificate of Compliance with M.G.L. c. 151B
 - Certificate of Non-Debarment
 - Letter of Availability
 - References
 - List of Subcontractors
4. Other Documents:
 - Bid Bond
 - Labor and Materials Bond (provided prior to start of work)
 - MBE/WBE Letters of Intent & Schedules of Participation (provided prior to start of work)
 - Performance Bond (provided prior to start of work)
 - Insurance Certificate (provided prior to start of work)

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.
Public Works Services and Materials

Appendix A – List of Bid Documents

List of Bid Documents

The following documents apply to this IFB:

- I. Invitation for Bids
- II. Specifications & Bid Price Forms
- III. Prevailing Wages



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

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

CHARLES D. BAKER
Governor

KARYNE POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Metro Area Planning Council
Contract Number: MW 2020 PW1 **City/Town:** NATICK
Description of Work: The work under this contract consists of furnishing all necessary labor, materials, equipment and services to complete crack sealing work.
Job Location: Various

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

Issue Date: 11/12/2019

Wage Request Number: 20191112-063-3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction (2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
	06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2019	\$36.00	\$12.50	\$8.85	\$0.00	\$57.35
	12/01/2019	\$37.00	\$12.50	\$8.85	\$0.00	\$58.35
	06/01/2020	\$38.00	\$12.50	\$8.85	\$0.00	\$59.35
	12/01/2020	\$39.00	\$12.50	\$8.85	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2019	\$52.26	\$10.75	\$20.70	\$0.00	\$83.71
BRICKLAYERS LOCAL 3 (LOWELL)	02/01/2020	\$52.86	\$10.75	\$20.70	\$0.00	\$84.31
	08/01/2020	\$54.21	\$10.75	\$20.85	\$0.00	\$85.81
	02/01/2021	\$54.81	\$10.75	\$20.85	\$0.00	\$86.41
	08/01/2021	\$56.21	\$10.75	\$21.01	\$0.00	\$87.97
	02/01/2022	\$56.79	\$10.75	\$21.01	\$0.00	\$88.55

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.13	\$10.75	\$20.70	\$0.00	\$57.58
2	60	\$31.36	\$10.75	\$20.70	\$0.00	\$62.81
3	70	\$36.58	\$10.75	\$20.70	\$0.00	\$68.03
4	80	\$41.81	\$10.75	\$20.70	\$0.00	\$73.26
5	90	\$47.03	\$10.75	\$20.70	\$0.00	\$78.48

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.43	\$10.75	\$20.70	\$0.00	\$57.88
2	60	\$31.72	\$10.75	\$20.70	\$0.00	\$63.17
3	70	\$37.00	\$10.75	\$20.70	\$0.00	\$68.45
4	80	\$42.29	\$10.75	\$20.70	\$0.00	\$73.74
5	90	\$47.57	\$10.75	\$20.70	\$0.00	\$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$40.25	\$7.85	\$16.05	\$0.00	\$64.15
	12/01/2019	\$41.25	\$7.85	\$16.05	\$0.00	\$65.15
	06/01/2020	\$42.24	\$7.85	\$16.05	\$0.00	\$66.14
	12/01/2020	\$43.22	\$7.85	\$16.05	\$0.00	\$67.12
	06/01/2021	\$44.24	\$7.85	\$16.05	\$0.00	\$68.14
	12/01/2021	\$45.25	\$7.85	\$16.05	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2019	\$41.90	\$9.40	\$18.95	\$0.00	\$70.25
	03/01/2020	\$42.50	\$9.40	\$18.95	\$0.00	\$70.85
	09/01/2020	\$43.15	\$9.40	\$18.95	\$0.00	\$71.50
	03/01/2021	\$43.75	\$9.40	\$18.95	\$0.00	\$72.10
	09/01/2021	\$44.40	\$9.40	\$18.95	\$0.00	\$72.75
	03/01/2022	\$45.00	\$9.40	\$18.95	\$0.00	\$73.35
	09/01/2022	\$45.65	\$9.40	\$18.95	\$0.00	\$74.00
	03/01/2023	\$46.25	\$9.40	\$18.95	\$0.00	\$74.60

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.95	\$9.40	\$1.73	\$0.00	\$32.08
2	60	\$25.14	\$9.40	\$1.73	\$0.00	\$36.27
3	70	\$29.33	\$9.40	\$13.76	\$0.00	\$52.49
4	75	\$31.43	\$9.40	\$13.76	\$0.00	\$54.59
5	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
6	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
7	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33
8	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.25	\$9.40	\$1.73	\$0.00	\$32.38
2	60	\$25.50	\$9.40	\$1.73	\$0.00	\$36.63
3	70	\$29.75	\$9.40	\$13.76	\$0.00	\$52.91
4	75	\$31.88	\$9.40	\$13.76	\$0.00	\$55.04
5	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
6	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
7	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87
8	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$29.99/ 3&4 \$35.85/ 5&6 \$54.22/ 7&8 \$60.14

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88
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CARPENTERS -ZONE 2 (Wood Frame)
 All Aspects of New Wood Frame Work

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

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
2	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
3	65	\$18.17	\$7.07	\$7.86	\$0.00	\$33.10
4	70	\$19.57	\$7.07	\$7.86	\$0.00	\$34.50
5	75	\$20.96	\$7.07	\$7.86	\$0.00	\$35.89
6	80	\$22.36	\$7.07	\$7.86	\$0.00	\$37.29
7	85	\$23.76	\$7.07	\$7.86	\$0.00	\$38.69
8	90	\$25.16	\$7.07	\$7.86	\$0.00	\$40.09

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$19.65/ 3&4 \$27.19/ 5&6 \$34.50/ 7&8 \$37.29

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2019	\$43.99	\$12.75	\$22.41	\$0.62	\$79.77
BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2020	\$45.23	\$12.75	\$22.41	\$0.62	\$81.01

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.00	\$12.75	\$15.41	\$0.00	\$50.16
2	60	\$26.39	\$12.75	\$17.41	\$0.62	\$57.17
3	65	\$28.59	\$12.75	\$18.41	\$0.62	\$60.37
4	70	\$30.79	\$12.75	\$19.41	\$0.62	\$63.57
5	75	\$32.99	\$12.75	\$20.41	\$0.62	\$66.77
6	80	\$35.19	\$12.75	\$21.41	\$0.62	\$69.97
7	90	\$39.59	\$12.75	\$22.41	\$0.62	\$75.37

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.62	\$12.75	\$15.41	\$0.00	\$50.78
2	60	\$27.14	\$12.75	\$17.41	\$0.62	\$57.92
3	65	\$29.40	\$12.75	\$18.41	\$0.62	\$61.18
4	70	\$31.66	\$12.75	\$19.41	\$0.62	\$64.44
5	75	\$33.92	\$12.75	\$20.41	\$0.62	\$67.70
6	80	\$36.18	\$12.75	\$21.41	\$0.62	\$70.96
7	90	\$40.71	\$12.75	\$22.41	\$0.62	\$76.49

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	06/01/2019	\$49.18	\$12.00	\$15.60	\$0.00	\$76.78
	12/01/2019	\$50.33	\$12.00	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.43	\$12.00	\$15.60	\$0.00	\$79.03
	12/01/2020	\$52.58	\$12.00	\$15.60	\$0.00	\$80.18
	06/01/2021	\$53.68	\$12.00	\$15.60	\$0.00	\$81.28
	12/01/2021	\$54.83	\$12.00	\$15.60	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
	For apprentice rates see "Apprentice- PILE DRIVER"					
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
	For apprentice rates see "Apprentice- PILE DRIVER"					
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
	For apprentice rates see "Apprentice- ELECTRICIAN"					
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
2	40	\$20.44	\$13.00	\$0.61	\$0.00	\$34.05
3	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
4	45	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
5	50	\$25.55	\$13.00	\$14.76	\$0.00	\$53.31
6	55	\$28.11	\$13.00	\$15.17	\$0.00	\$56.28
7	60	\$30.66	\$13.00	\$15.58	\$0.00	\$59.24
8	65	\$33.22	\$13.00	\$16.00	\$0.00	\$62.22
9	70	\$35.77	\$13.00	\$16.40	\$0.00	\$65.17
10	75	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Notes :

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2019	\$45.68	\$12.00	\$15.60	\$0.00	\$73.28
	05/01/2020	\$46.83	\$12.00	\$15.60	\$0.00	\$74.43
	11/01/2020	\$47.84	\$12.00	\$15.60	\$0.00	\$75.44
	05/01/2021	\$49.00	\$12.00	\$15.60	\$0.00	\$76.60
	11/01/2021	\$50.01	\$12.00	\$15.60	\$0.00	\$77.61
	05/01/2022	\$51.17	\$12.00	\$15.60	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2019	\$22.57	\$12.00	\$15.60	\$0.00	\$50.17
	05/01/2020	\$23.24	\$12.00	\$15.60	\$0.00	\$50.84
	11/01/2020	\$23.83	\$12.00	\$15.60	\$0.00	\$51.43
	05/01/2021	\$24.51	\$12.00	\$15.60	\$0.00	\$52.11
	11/01/2021	\$25.11	\$12.00	\$15.60	\$0.00	\$52.71
	05/01/2022	\$25.78	\$12.00	\$15.60	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 103</i>	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$39.54	\$12.00	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.49	\$12.00	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.40	\$12.00	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.35	\$12.00	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.26	\$12.00	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.21	\$12.00	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2019	\$22.50	\$7.85	\$14.88	\$0.00	\$45.23
	12/01/2019	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	06/01/2020	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	12/01/2020	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	06/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	12/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE I</i>	09/01/2019	\$46.25	\$9.40	\$19.25	\$0.00	\$74.90
	03/01/2020	\$47.05	\$9.40	\$19.25	\$0.00	\$75.70
	09/01/2020	\$47.85	\$9.40	\$19.25	\$0.00	\$76.50
	03/01/2021	\$48.65	\$9.40	\$19.25	\$0.00	\$77.30
	09/01/2021	\$49.45	\$9.40	\$19.25	\$0.00	\$78.10
	03/01/2022	\$50.25	\$9.40	\$19.25	\$0.00	\$78.90

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$9.40	\$1.79	\$0.00	\$34.32
2	55	\$25.44	\$9.40	\$1.79	\$0.00	\$36.63
3	60	\$27.75	\$9.40	\$13.88	\$0.00	\$51.03
4	65	\$30.06	\$9.40	\$13.88	\$0.00	\$53.34
5	70	\$32.38	\$9.40	\$15.67	\$0.00	\$57.45
6	75	\$34.69	\$9.40	\$15.67	\$0.00	\$59.76
7	80	\$37.00	\$9.40	\$17.46	\$0.00	\$63.86
8	85	\$39.31	\$9.40	\$17.46	\$0.00	\$66.17

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.53	\$9.40	\$1.79	\$0.00	\$34.72
2	55	\$25.88	\$9.40	\$1.79	\$0.00	\$37.07
3	60	\$28.23	\$9.40	\$13.88	\$0.00	\$51.51
4	65	\$30.58	\$9.40	\$13.88	\$0.00	\$53.86
5	70	\$32.94	\$9.40	\$15.67	\$0.00	\$58.01
6	75	\$35.29	\$9.40	\$15.67	\$0.00	\$60.36
7	80	\$37.64	\$9.40	\$17.46	\$0.00	\$64.50
8	85	\$39.99	\$9.40	\$17.46	\$0.00	\$66.85

Notes: Steps are 750 hrs.
 % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.00/ 3&4 \$38.36/ 5&6 \$57.45/ 7&8 \$63.86

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
	01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
	07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
	01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
2	55	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
3	60	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
4	65	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
5	70	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
6	75	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
7	80	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
8	90	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.50	\$12.00	\$0.00	\$0.00	\$38.50
2	60	\$28.91	\$12.00	\$15.60	\$0.00	\$56.51
3	65	\$31.32	\$12.00	\$15.60	\$0.00	\$58.92
4	70	\$33.73	\$12.00	\$15.60	\$0.00	\$61.33
5	75	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
6	80	\$38.54	\$12.00	\$15.60	\$0.00	\$66.14
7	85	\$40.95	\$12.00	\$15.60	\$0.00	\$68.55
8	90	\$43.36	\$12.00	\$15.60	\$0.00	\$70.96

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$12.00	\$0.00	\$0.00	\$39.13
2	60	\$29.60	\$12.00	\$15.60	\$0.00	\$57.20
3	65	\$32.06	\$12.00	\$15.60	\$0.00	\$59.66
4	70	\$34.53	\$12.00	\$15.60	\$0.00	\$62.13
5	75	\$37.00	\$12.00	\$15.60	\$0.00	\$64.60
6	80	\$39.46	\$12.00	\$15.60	\$0.00	\$67.06
7	85	\$41.93	\$12.00	\$15.60	\$0.00	\$69.53
8	90	\$44.40	\$12.00	\$15.60	\$0.00	\$72.00

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2019	\$51.10	\$13.00	\$18.88	\$0.00	\$82.98
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For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2019	\$48.44	\$12.80	\$16.40	\$0.00	\$77.64

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

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.22	\$12.80	\$11.90	\$0.00	\$48.92
2	60	\$29.06	\$12.80	\$12.80	\$0.00	\$54.66
3	70	\$33.91	\$12.80	\$13.70	\$0.00	\$60.41
4	80	\$38.75	\$12.80	\$14.60	\$0.00	\$66.15

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2019	\$46.66	\$8.00	\$23.50	\$0.00	\$78.16
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.37	\$7.85	\$14.88	\$0.00	\$43.10
2	70	\$23.77	\$7.85	\$14.88	\$0.00	\$46.50
3	80	\$27.16	\$7.85	\$14.88	\$0.00	\$49.89
4	90	\$30.56	\$7.85	\$14.88	\$0.00	\$53.29

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.89	\$7.85	\$14.88	\$0.00	\$43.62
2	70	\$24.37	\$7.85	\$14.88	\$0.00	\$47.10
3	80	\$27.85	\$7.85	\$14.88	\$0.00	\$50.58
4	90	\$31.33	\$7.85	\$14.88	\$0.00	\$54.06

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
<i>LABORERS - ZONE 2</i>	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
<i>LABORERS - ZONE 2</i>	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2019	\$34.15	\$7.85	\$14.83	\$0.00	\$56.83
<i>LABORERS - ZONE 2</i>	12/01/2019	\$35.01	\$7.85	\$14.83	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
<i>LABORERS - ZONE 2</i>	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$41.49	\$10.75	\$19.61	\$0.00	\$71.85
	02/01/2020	\$42.00	\$10.75	\$19.61	\$0.00	\$72.36
	08/01/2020	\$43.08	\$10.75	\$19.76	\$0.00	\$73.59
	02/01/2021	\$43.59	\$10.75	\$19.76	\$0.00	\$74.10
	08/01/2021	\$44.71	\$10.75	\$19.92	\$0.00	\$75.38
	02/01/2022	\$45.18	\$10.75	\$19.92	\$0.00	\$75.85

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile
 Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.21	\$10.75	\$21.30	\$0.00	\$59.26
2	60	\$32.65	\$10.75	\$21.30	\$0.00	\$64.70
3	70	\$38.09	\$10.75	\$21.30	\$0.00	\$70.14
4	80	\$43.54	\$10.75	\$21.30	\$0.00	\$75.59
5	90	\$48.98	\$10.75	\$21.30	\$0.00	\$81.03

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.53	\$10.75	\$21.30	\$0.00	\$59.58
2	60	\$33.03	\$10.75	\$21.30	\$0.00	\$65.08
3	70	\$38.54	\$10.75	\$21.30	\$0.00	\$70.59
4	80	\$44.04	\$10.75	\$21.30	\$0.00	\$76.09
5	90	\$49.55	\$10.75	\$21.30	\$0.00	\$81.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

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
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.38	\$9.90	\$5.31	\$0.00	\$36.59
2	65	\$25.27	\$9.90	\$15.13	\$0.00	\$50.30
3	75	\$29.15	\$9.90	\$16.10	\$0.00	\$55.15
4	85	\$33.04	\$9.90	\$17.06	\$0.00	\$60.00

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$23.11	\$12.00	\$15.60	\$0.00	\$50.71
	12/01/2019	\$23.68	\$12.00	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.23	\$12.00	\$15.60	\$0.00	\$51.83
	12/01/2020	\$24.80	\$12.00	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.35	\$12.00	\$15.60	\$0.00	\$52.95
	12/01/2021	\$25.93	\$12.00	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$27.57	\$12.00	\$15.60	\$0.00	\$55.17
	12/01/2019	\$28.24	\$12.00	\$15.60	\$0.00	\$55.84
	06/01/2020	\$28.89	\$12.00	\$15.60	\$0.00	\$56.49
	12/01/2020	\$29.57	\$12.00	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.21	\$12.00	\$15.60	\$0.00	\$57.81
	12/01/2021	\$30.89	\$12.00	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SIGN, PICTORIAL & DISPLAY)
PAINTERS LOCAL 35 - ZONE 2

06/01/2013 \$25.81 \$7.07 \$7.05 \$0.00 \$39.93

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER SIGN - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2019	\$41.56	\$8.20	\$21.45	\$0.00	\$71.21
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$41.86	\$8.20	\$22.10	\$0.00	\$72.16
	07/01/2020	\$42.96	\$8.20	\$22.10	\$0.00	\$73.26
	01/01/2021	\$44.06	\$8.20	\$22.10	\$0.00	\$74.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.20	\$0.00	\$0.00	\$28.01
2	55	\$21.79	\$8.20	\$5.78	\$0.00	\$35.77
3	60	\$23.77	\$8.20	\$6.30	\$0.00	\$38.27
4	65	\$25.75	\$8.20	\$6.83	\$0.00	\$40.78
5	70	\$27.73	\$8.20	\$18.30	\$0.00	\$54.23
6	75	\$29.72	\$8.20	\$18.83	\$0.00	\$56.75
7	80	\$31.70	\$8.20	\$19.35	\$0.00	\$59.25
8	90	\$35.66	\$8.20	\$20.40	\$0.00	\$64.26

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.96	\$8.20	\$0.00	\$0.00	\$28.16
2	55	\$21.96	\$8.20	\$5.94	\$0.00	\$36.10
3	60	\$23.95	\$8.20	\$6.48	\$0.00	\$38.63
4	65	\$25.95	\$8.20	\$7.02	\$0.00	\$41.17
5	70	\$27.94	\$8.20	\$18.51	\$0.00	\$54.65
6	75	\$29.94	\$8.20	\$19.05	\$0.00	\$57.19
7	80	\$31.94	\$8.20	\$19.59	\$0.00	\$59.73
8	90	\$35.93	\$8.20	\$20.67	\$0.00	\$64.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

**PAINTER (TRAFFIC MARKINGS)
LABORERS - ZONE 2**

06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.11	\$8.20	\$0.00	\$0.00	\$27.31
2	55	\$21.02	\$8.20	\$5.78	\$0.00	\$35.00
3	60	\$22.93	\$8.20	\$6.30	\$0.00	\$37.43
4	65	\$24.84	\$8.20	\$6.83	\$0.00	\$39.87
5	70	\$26.75	\$8.20	\$18.30	\$0.00	\$53.25
6	75	\$28.67	\$8.20	\$18.83	\$0.00	\$55.70
7	80	\$30.58	\$8.20	\$19.35	\$0.00	\$58.13
8	90	\$34.40	\$8.20	\$20.40	\$0.00	\$63.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.26	\$8.20	\$0.00	\$0.00	\$27.46
2	55	\$21.19	\$8.20	\$5.94	\$0.00	\$35.33
3	60	\$23.11	\$8.20	\$6.48	\$0.00	\$37.79
4	65	\$25.04	\$8.20	\$7.02	\$0.00	\$40.26
5	70	\$26.96	\$8.20	\$18.51	\$0.00	\$53.67
6	75	\$28.89	\$8.20	\$19.05	\$0.00	\$56.14
7	80	\$30.82	\$8.20	\$19.59	\$0.00	\$58.61
8	90	\$34.67	\$8.20	\$20.67	\$0.00	\$63.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
	12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
	06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
	08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.47	\$9.90	\$21.15	\$0.00	\$55.52
2	60	\$29.36	\$9.90	\$21.15	\$0.00	\$60.41
3	70	\$34.26	\$9.90	\$21.15	\$0.00	\$65.31
4	75	\$36.71	\$9.90	\$21.15	\$0.00	\$67.76
5	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
6	80	\$39.15	\$9.90	\$21.15	\$0.00	\$70.20
7	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10
8	90	\$44.05	\$9.90	\$21.15	\$0.00	\$75.10

Notes:

Apprentice to Journeyworker Ratio:1:5

**PIPEFITTER & STEAMFITTER
PIPEFITTERS LOCAL 537**

09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
03/01/2021	\$59.19	\$10.95	\$19.74	\$0.00	\$89.88

Apprentice - PIPEFITTER - Local 537

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$21.88	\$10.95	\$8.00	\$0.00	\$40.83
2	45	\$24.61	\$10.95	\$19.74	\$0.00	\$55.30
3	60	\$32.81	\$10.95	\$19.74	\$0.00	\$63.50
4	70	\$38.28	\$10.95	\$19.74	\$0.00	\$68.97
5	80	\$43.75	\$10.95	\$19.74	\$0.00	\$74.44

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.48	\$10.95	\$8.00	\$0.00	\$41.43
2	45	\$25.29	\$10.95	\$19.74	\$0.00	\$55.98
3	60	\$33.71	\$10.95	\$19.74	\$0.00	\$64.40
4	70	\$39.33	\$10.95	\$19.74	\$0.00	\$70.02
5	80	\$44.95	\$10.95	\$19.74	\$0.00	\$75.64

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice-LABORER"

PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.19	\$11.82	\$6.16	\$0.00	\$38.17
2	40	\$23.08	\$11.82	\$6.99	\$0.00	\$41.89
3	55	\$31.73	\$11.82	\$9.53	\$0.00	\$53.08
4	65	\$37.50	\$11.82	\$11.18	\$0.00	\$60.50
5	75	\$43.27	\$11.82	\$12.88	\$0.00	\$67.97

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.72	\$11.82	\$6.16	\$0.00	\$38.70
2	40	\$23.68	\$11.82	\$6.99	\$0.00	\$42.49
3	55	\$32.55	\$11.82	\$9.53	\$0.00	\$53.90
4	65	\$38.47	\$11.82	\$11.18	\$0.00	\$61.47
5	75	\$44.39	\$11.82	\$12.88	\$0.00	\$69.09

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$64.20, Step5 with lic\$71.67

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PIPEFITTERS LOCAL 537	09/01/2019	\$54.69	\$10.95	\$19.74	\$0.00	\$85.38
	03/01/2020	\$56.19	\$10.95	\$19.74	\$0.00	\$86.88
	09/01/2020	\$57.69	\$10.95	\$19.74	\$0.00	\$88.38
	03/01/2021	\$59.17	\$10.95	\$19.74	\$0.00	\$89.86

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

PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER LABORERS - ZONE 2	06/01/2019	\$34.95	\$7.85	\$14.88	\$0.00	\$57.68
	12/01/2019	\$35.81	\$7.85	\$14.88	\$0.00	\$58.54
	06/01/2020	\$36.70	\$7.85	\$14.88	\$0.00	\$59.43
	12/01/2020	\$37.59	\$7.85	\$14.88	\$0.00	\$60.32
	06/01/2021	\$38.51	\$7.85	\$14.88	\$0.00	\$61.24
	12/01/2021	\$39.42	\$7.85	\$14.88	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER TEAMSTERS 170 - Dauphinis (Bellingham)	01/01/2019	\$23.75	\$10.56	\$2.50	\$0.00	\$36.81
	12/01/2019	\$24.00	\$10.56	\$2.50	\$0.00	\$37.06
	01/01/2020	\$24.00	\$11.01	\$2.50	\$0.00	\$37.51
RECLAIMERS OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) ROOFERS LOCAL 33	08/01/2019	\$44.64	\$11.50	\$15.90	\$0.00	\$72.04
	02/01/2020	\$45.92	\$11.50	\$15.90	\$0.00	\$73.32
	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

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.32	\$11.50	\$3.69	\$0.00	\$37.51
2	60	\$26.78	\$11.50	\$15.90	\$0.00	\$54.18
3	65	\$29.02	\$11.50	\$15.90	\$0.00	\$56.42
4	75	\$33.48	\$11.50	\$15.90	\$0.00	\$60.88
5	85	\$37.94	\$11.50	\$15.90	\$0.00	\$65.34

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.96	\$11.50	\$3.69	\$0.00	\$38.15
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

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
 (Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2019	\$44.89	\$11.50	\$15.90	\$0.00	\$72.29
	02/01/2020	\$46.17	\$11.50	\$15.90	\$0.00	\$73.57
	08/01/2020	\$47.60	\$11.50	\$15.90	\$0.00	\$75.00
	02/01/2021	\$49.03	\$11.50	\$15.90	\$0.00	\$76.43
	08/01/2021	\$50.46	\$11.50	\$15.90	\$0.00	\$77.86
	02/01/2022	\$51.89	\$11.50	\$15.90	\$0.00	\$79.29

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	08/01/2019	\$48.10	\$13.20	\$24.12	\$2.56	\$87.98
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2020	\$49.75	\$13.20	\$24.12	\$2.61	\$89.68
	08/01/2020	\$51.35	\$13.20	\$24.12	\$2.66	\$91.33
	02/01/2021	\$53.00	\$13.20	\$24.12	\$2.71	\$93.03
	08/01/2021	\$54.75	\$13.20	\$24.12	\$2.76	\$94.83
	02/01/2022	\$56.50	\$13.20	\$24.12	\$2.81	\$96.63

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
2	42	\$20.20	\$13.20	\$5.89	\$0.00	\$39.29
3	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
4	47	\$22.61	\$13.20	\$11.13	\$1.41	\$48.35
5	52	\$25.01	\$13.20	\$12.08	\$1.51	\$51.80
6	52	\$25.01	\$13.20	\$12.33	\$1.52	\$52.06
7	60	\$28.86	\$13.20	\$13.70	\$1.67	\$57.43
8	65	\$31.27	\$13.20	\$14.65	\$1.77	\$60.89
9	75	\$36.08	\$13.20	\$16.56	\$1.98	\$67.82
10	85	\$40.89	\$13.20	\$17.96	\$2.16	\$74.21

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
2	42	\$20.90	\$13.20	\$5.89	\$0.00	\$39.99
3	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
4	47	\$23.38	\$13.20	\$11.13	\$1.43	\$49.14
5	52	\$25.87	\$13.20	\$12.08	\$1.53	\$52.68
6	52	\$25.87	\$13.20	\$12.33	\$1.54	\$52.94
7	60	\$29.85	\$13.20	\$13.70	\$1.70	\$58.45
8	65	\$32.34	\$13.20	\$14.65	\$1.82	\$62.01
9	75	\$37.31	\$13.20	\$16.56	\$2.01	\$69.08
10	85	\$42.29	\$13.20	\$17.96	\$2.20	\$75.65

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
	12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
	06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	10/01/2019	\$60.48	\$9.47	\$19.60	\$0.00	\$89.55
	01/01/2020	\$60.07	\$9.68	\$19.80	\$0.00	\$89.55
	03/01/2020	\$61.98	\$9.47	\$19.60	\$0.00	\$91.05
	10/01/2020	\$63.48	\$9.47	\$19.60	\$0.00	\$92.55
	03/01/2021	\$64.98	\$9.47	\$19.60	\$0.00	\$94.05

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.17	\$9.47	\$11.15	\$0.00	\$41.79
2	40	\$24.19	\$9.47	\$11.80	\$0.00	\$45.46
3	45	\$27.22	\$9.47	\$12.45	\$0.00	\$49.14
4	50	\$30.24	\$9.47	\$13.10	\$0.00	\$52.81
5	55	\$33.26	\$9.47	\$13.75	\$0.00	\$56.48
6	60	\$36.29	\$9.47	\$14.40	\$0.00	\$60.16
7	65	\$39.31	\$9.47	\$15.05	\$0.00	\$63.83
8	70	\$42.34	\$9.47	\$15.70	\$0.00	\$67.51
9	75	\$45.36	\$9.47	\$16.35	\$0.00	\$71.18
10	80	\$48.38	\$9.47	\$17.00	\$0.00	\$74.85

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.02	\$9.68	\$11.35	\$0.00	\$42.05
2	40	\$24.03	\$9.68	\$12.00	\$0.00	\$45.71
3	45	\$27.03	\$9.68	\$12.65	\$0.00	\$49.36
4	50	\$30.04	\$9.68	\$13.30	\$0.00	\$53.02
5	55	\$33.04	\$9.68	\$13.95	\$0.00	\$56.67
6	60	\$36.04	\$9.68	\$14.60	\$0.00	\$60.32
7	65	\$39.05	\$9.68	\$15.25	\$0.00	\$63.98
8	70	\$42.05	\$9.68	\$15.90	\$0.00	\$67.63
9	75	\$45.05	\$9.68	\$16.55	\$0.00	\$71.28
10	80	\$48.06	\$9.68	\$17.20	\$0.00	\$74.94

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

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2019	\$38.33	\$13.00	\$16.82	\$0.00	\$68.15

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
2	40	\$15.33	\$13.00	\$0.46	\$0.00	\$28.79
3	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
4	45	\$17.25	\$13.00	\$13.42	\$0.00	\$43.67
5	50	\$19.17	\$13.00	\$13.73	\$0.00	\$45.90
6	55	\$21.08	\$13.00	\$14.03	\$0.00	\$48.11
7	60	\$23.00	\$13.00	\$14.34	\$0.00	\$50.34
8	65	\$24.91	\$13.00	\$14.66	\$0.00	\$52.57
9	70	\$26.83	\$13.00	\$14.96	\$0.00	\$54.79
10	75	\$28.75	\$13.00	\$15.27	\$0.00	\$57.02

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$53.34	\$10.75	\$21.30	\$0.00	\$85.39
	02/01/2020	\$53.98	\$10.75	\$21.30	\$0.00	\$86.03
	08/01/2020	\$55.33	\$10.75	\$21.45	\$0.00	\$87.53
	02/01/2021	\$55.97	\$10.75	\$21.45	\$0.00	\$88.17
	08/01/2021	\$57.37	\$10.75	\$21.61	\$0.00	\$89.73
	02/01/2022	\$57.96	\$10.75	\$21.61	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.67	\$10.75	\$21.30	\$0.00	\$58.72
2	60	\$32.00	\$10.75	\$21.30	\$0.00	\$64.05
3	70	\$37.34	\$10.75	\$21.30	\$0.00	\$69.39
4	80	\$42.67	\$10.75	\$21.30	\$0.00	\$74.72
5	90	\$48.01	\$10.75	\$21.30	\$0.00	\$80.06

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.99	\$10.75	\$21.30	\$0.00	\$59.04
2	60	\$32.39	\$10.75	\$21.30	\$0.00	\$64.44
3	70	\$37.79	\$10.75	\$21.30	\$0.00	\$69.84
4	80	\$43.18	\$10.75	\$21.30	\$0.00	\$75.23
5	90	\$48.58	\$10.75	\$21.30	\$0.00	\$80.63

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	06/01/2019	\$40.50	\$7.85	\$16.05	\$0.00	\$64.40
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2019	\$41.50	\$7.85	\$16.05	\$0.00	\$65.40
	06/01/2020	\$42.49	\$7.85	\$16.05	\$0.00	\$66.39
	12/01/2020	\$43.47	\$7.85	\$16.05	\$0.00	\$67.37
	06/01/2021	\$44.49	\$7.85	\$16.05	\$0.00	\$68.39
	12/01/2021	\$45.50	\$7.85	\$16.05	\$0.00	\$69.40

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	06/01/2019	\$39.22	\$7.85	\$16.05	\$0.00	\$63.12
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2019	\$40.22	\$7.85	\$16.05	\$0.00	\$64.12
	06/01/2020	\$41.21	\$7.85	\$16.05	\$0.00	\$65.11
	12/01/2020	\$42.19	\$7.85	\$16.05	\$0.00	\$66.09
	06/01/2021	\$43.21	\$7.85	\$16.05	\$0.00	\$67.11
	12/01/2021	\$44.22	\$7.85	\$16.05	\$0.00	\$68.12

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
<i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2019	\$51.38	\$7.85	\$16.45	\$0.00	\$75.68
	12/01/2019	\$52.38	\$7.85	\$16.45	\$0.00	\$76.68
	06/01/2020	\$53.37	\$7.85	\$16.45	\$0.00	\$77.67
	12/01/2020	\$54.35	\$7.85	\$16.45	\$0.00	\$78.65
	06/01/2021	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2021	\$56.38	\$7.85	\$16.45	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2019	\$53.38	\$7.85	\$16.45	\$0.00	\$77.68
	12/01/2019	\$54.38	\$7.85	\$16.45	\$0.00	\$78.68
	06/01/2020	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2020	\$56.35	\$7.85	\$16.45	\$0.00	\$80.65
	06/01/2021	\$57.37	\$7.85	\$16.45	\$0.00	\$81.67
	12/01/2021	\$58.38	\$7.85	\$16.45	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2019	\$43.45	\$7.85	\$16.45	\$0.00	\$67.75
	12/01/2019	\$44.45	\$7.85	\$16.45	\$0.00	\$68.75
	06/01/2020	\$45.44	\$7.85	\$16.45	\$0.00	\$69.74
	12/01/2020	\$46.42	\$7.85	\$16.45	\$0.00	\$70.72
	06/01/2021	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2021	\$48.45	\$7.85	\$16.45	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2019	\$45.45	\$7.85	\$16.45	\$0.00	\$69.75
	12/01/2019	\$46.45	\$7.85	\$16.45	\$0.00	\$70.75
	06/01/2020	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2020	\$48.42	\$7.85	\$16.45	\$0.00	\$72.72
	06/01/2021	\$49.44	\$7.85	\$16.45	\$0.00	\$73.74
	12/01/2021	\$50.45	\$7.85	\$16.45	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	09/01/2019	\$57.69	\$11.82	\$17.01	\$0.00	\$86.52
	03/01/2020	\$59.19	\$11.82	\$17.01	\$0.00	\$88.02
	09/01/2020	\$60.69	\$11.82	\$17.01	\$0.00	\$89.52
	03/01/2021	\$62.19	\$11.82	\$17.01	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

Appendix B – MassDOT Price Adjustment Clauses

The following unnumbered pages contain the MassDOT Price Adjustment Clauses.

IFB # MW 2020 PW1 Due Date: December 11, 2019 12:00 pm.

Public Works Services and Materials

DOCUMENT 00812

**SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS**

Revised: 01/26/2009

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

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

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

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

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

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

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

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

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

***** END OF DOCUMENT *****

DOCUMENT 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES
ENGLISH UNITS
Revised: 02/02/2009

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

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

Base Price

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

Period Price

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

Old Asphalt Period Price Method

The "Old Asphalt Period Price Method" Period Price will be for contracts bid on or before December 15, 2008 and will contain liquid asphalt prices as determined by the old or previous method. These prices will continue to be posted on MassHighway's website until all contracts using the "Old Asphalt Period Price Method" Period Price have been closed.

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 the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

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

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

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

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

***** END OF DOCUMENT *****

DOCUMENT 00814

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

January 12, 2009

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

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

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

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

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

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

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

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

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

*

END OF DOCUMENT

DOCUMENT 00813

SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR STRUCTURAL STEEL AND REINFORCING STEEL
ENGLISH UNITS

December 1, 2008

This provision only applies to those projects that contain Price Adjustments for all structural steel and reinforcing steel as stipulated in the Notice to Contractors. When used, this provision applies to all structural steel and reinforcing steel. This provision does not apply to sole, masonry, and shim plates, bolts, pins, welds, or other miscellaneous steel. Price Adjustments will occur after submittal by the Contractor to the Department of certified paid mill invoices for the Contractor's purchase of unfabricated structural steel material, including, but not limited to, rolled shapes, plate steel, sheet piling, pipe piles, steel castings, steel forgings, guardrail, and unfabricated reinforcing steel bars.

Base Prices and Mill Prices shall be defined as follows:

Base Prices of unfabricated structural steel material and unfabricated reinforcing steel bars on a project are fixed prices determined by the Department and found in the Notice to Contractors.

Base Mill Prices of unfabricated structural steel material and unfabricated reinforcing steel bars on a project are the actual prices paid by the Contractor to a steel mill for this material and contained in certified paid invoices submitted to the Department by the Contractor.

Price Adjustments will be variances between Base Prices and Mill Prices.

Price Adjustments will *not* include the costs of shop drawing preparation, handling, fabrication, coatings, transportation, storage, installation, profit, overhead, fuel surcharges, or other such charges not related to the cost of the unfabricated structural or reinforcing steel itself. The invoiced weight of steel shall not exceed the final shipping weight of the fabricated part by more than 10%.

The Contractor will be paid for fabricated structural steel or fabricated reinforcing steel under the respective contract pay items for all components constructed of either structural steel or reinforced portland cement concrete.

Price Adjustments, as herein provided for and adjusted either upwards or downwards, will be paid separately. Price Adjustments will be determined by multiplying the number of pounds of structural steel material or unfabricated reinforcing steel bars contained in the Contractor's certified paid invoice by the variance between the Base Price and the Mill Price of the structural steel material or unfabricated reinforcing steel bars.

The Base Mill Price shall be contained in a certified paid invoice submitted by the Contractor to the Department as part of a notarized affidavit clearly stating the weight of material and the price paid to the steel mill for the structural steel material or unfabricated reinforcing steel bar.

Price Adjustments will be made only if variances between Base Prices and Base Mill Prices are 5% or more. Once the 5% threshold has been achieved, the adjustment will apply to the full variance from the Base Price.

No Price Adjustment will be made after the contract completion date, unless the Department has approved an extension of contract time for that contract.

END OF DOCUMENT

Appendix C – Prevailing Wage Rates

Prevailing Wage information, reporting forms and applicable hourly rates are Incorporated into a separate document. It will accompany the IFB when sent to bidders.

IMPORTANT! All payroll reporting required by law will be carried out between Participating Member Municipalities and Contractors. Neither the Consortium nor the Metropolitan Area Planning Council is a party to the Contracts resulting from this IFB.





SEALINC-01

KUVANITTE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2020

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hilb Group of New England, LLC - Knight International 30 Braintree Hill Office Park Braintree, MA 02184	CONTACT NAME: PHONE (A/C, No, Ext): (781) 966-3700 FAX (A/C, No): (781) 966-3701 E-MAIL ADDRESS: info@knightint.com														
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD I WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY 315249 19	1/1/2020	3/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 315250 19	1/1/2020	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC 4351190-00	1/1/2020	3/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MWC 315248 19	1/1/2020	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equip		660 - 5P249062 COF	1/1/2020	3/1/2021	\$1,000 Ded 500,000
D	Pollution Liability		CPLMOL101856	1/1/2020	3/1/2022	\$10,000 deductible 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured under the General Liability and Auto Liability arising out of the operations of the Named Insured if required by written contract. These policies also extend to include Primary and Non-Contributory and Waiver of Subrogation if required by same written contract. Waiver of subrogation is included under Workers Compensation if required by written contract. Physical Damage Hired Auto 1/1/2020 to 3/1/2020 #MWZY31524919 Old Republic Insurance Company \$100,000 limit per vehicle, deductibles \$250 comp/\$500 collision

Job Reference: Bid Item #5 Crack Sealing

CERTIFICATE HOLDER**CANCELLATION**

Town of Natick DPW, 75 West Street Natick, MA 01760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

PERFORMANCE BOND

(PUBLIC CONTRACT - COMMONWEALTH OF MASSACHUSETTS)

Bond No. 9329155

KNOW ALL MEN BY THESE PRESENTS:

That Sealcoating Inc. DBA indus, 825 Granite Street, Braintree, MA 02184

as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland, 100 High Street - Suite 1400, Boston, MA 02110

as Surety, hereinafter called Surety, are held and firmly bound unto Town of Natick, 13 East Central Street, Natick, MA 01760

as Obligee, hereinafter called Owner, in the penal sum of Eighty Thousand And No/100

DOLLARS (\$80,000.00

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

WHEREAS, Contractor has by written agreement dated

entered into a contract with Owner for MW 2020 PW1 Crack Sealing

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements for said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on

Sealcoating Inc. DBA indus

Witness as to Principal:

G. Mackerson

By

Richard L. Goodick

Richard L. Goodick, Vice President

Fidelity and Deposit Company of Maryland

By

Sara L Clifford

Ellen J. Young

Ellen J. Young, Attorney-in-Fact

PAYMENT BOND

(PUBLIC CONTRACT - COMMONWEALTH OF MASSACHUSETTS)

Bond No. 9329155

KNOW ALL MEN BY THESE PRESENTS:

That Sealcoating Inc. DBA indus, 825 Granite Street, Braintree, MA 02184

as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland, 100 High Street - Suite 1400, Boston, MA 02110

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WHEREAS, Contractor has by written agreement dated

entered into a contract with Owner for MW 2020 PW1, Crack Sealing

NOW, THEREFORE, if the Contractor and his subcontractors shall pay for labor performed and materials used or employed in the employed in the prosecution of the work provided for in said contract and for all other items of the kind and nature specified in Chapter 149, Section 29, of the General Laws of Massachusetts, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that in order to obtain the benefits of this bond, all claimants shall comply with all the provisions of said of said Chapter 149, Section 29, which are pertinent to their claims, and all rights and liabilities on this bond shall be determined and limited by said section to the same extent as if this were copied at length herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on

Sealcoating Inc. DBA indus

Witness as to Principal:

Richard L. Goodick

By _____
Richard L. Goodick, Vice President

Fidelity and Deposit Company of Maryland

Lara L. Cleveland

By _____
Ellen J. Young, Attorney-in-Fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Frank J. SMITH, Ellen J. YOUNG, Donna M. ROBIE and Christina D. HICKEY, all of Natick, Massachusetts, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of April, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 23rd day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



SEALINC-01

RLOMBARDO

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 2/3/2020

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 315249 19	1/1/2020	3/1/2020	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 315250 19	1/1/2020	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC 4351190-00	1/1/2020	3/1/2021	EACH OCCURRENCE	\$ 9,000,000	
							AGGREGATE	\$ 9,000,000	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 315248 19	1/1/2020	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Leased/Rented Equip			660 - 5P249062 COF	1/1/2020	3/1/2021	\$1,000 Ded	500,000	
D	Pollution Liability			CPLMOL101856	1/1/2020	3/1/2022	\$10,000 deductible	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured under the General Liability and Auto Liability arising out of the operations of the Named Insured if required by written contract. These policies also extend to include Primary and Non-Contributory and Waiver of Subrogation if required by same written contract. Waiver of subrogation is included under Workers Compensation if required by written contract. Physical Damage Hired Auto 1/1/2020 to 3/1/2020 #MWZY31524919 Old Republic Insurance Company \$100,000 limit per vehicle, deductibles \$250 comp/\$500 collision. Umbrella policy is follow form.

Job Reference: Bid Item #5 Crack Sealing

CERTIFICATE HOLDER**CANCELLATION**

Town of Natick DPW, 75 West Street Natick, MA 01760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

