

TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board

James Errickson, Town Administrator

Jon Marshall, Deputy Town Administrator - Operations

Jeremy Marsette, Director, Natick Public Works

William McDowell, Town Engineer

John DiGiacomo, Assistant Town Engineer

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 18, 2022

SUBJECT: CONTRACT AWARD

Roadway Improvements at Various Locations in Natick - 2022

On May 12, 2022, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services to perform roadway improvements at various locations in the Town of Natick. Bids were received from four (4) bidders. (See attached.)

Aggregate Industries – Northeast Region, Inc. is the lowest responsible and eligible bidder. We recommend that the Natick Select Board award the contract to Aggregate Industries – Northeast Region, Inc. for the complete main bid work, plus the work outlined in Add/Alternate 1, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$2,720,305.76 (Base of \$2,538,345.76, plus \$181,960.00 for Add/Alt.1) as provided for in Aggregate Industries – Northeast Region, Inc.'s bid. We have reviewed the bids received and have checked the references and qualifications of Aggregate Industries – Northeast Region, Inc. and have determined it to be a responsible and eligible bidder.

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

 Bids Received:
 05/12/2022

 Newspaper Advertisement (Metrowest Daily News):
 04/11/2022

 Website Posting:
 04/06/2022

 Town Hall Posting:
 04/06/2022

 Central Register:
 04/13/2022

 COMMBUYS Posting:
 04/06/2022

Funding: Roadway & Sidewalk Replacement 2021 Fall Town Meeting

Memorial Field Parking Lot 2018 Fall Town Meeting and Chapter 90

Bids Received: See attached.

- Annual Property of the Control of					Town of Natick	atick					***************************************
Bids - Roadway Improvements at Various Locations in Natick - 2022	Various Loc	ations in N	tfick - 2022		IFB Opening Form	Form					
Date & Time: May 12, 2022, 9:00 A.M. EDST	A.M. EDST										
	Envelope Sealed & Marked	Bid Secuirty 5% and Pre- qualification	Certificate of Non-Collusion	Tax Compliance Certification	Tax Compliance Cert. of Corporate Certification Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda (None)	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price
Company Name											
Aggregate, Saugus, MA	×	x	×	×	×	×	×	Not with Bid.	×	×	\$2,538,345.76 Base \$181,960.00 Add/Alt.1
P.J. Keating, Lunenburg, MA	×	×	×	×	×	×	×	×	×	×	\$2,673,193.00 Base \$194,539.00 Add/Alt. 1
D&R, Melrose, MA	×	×	×	×	×	×	×	Not with Bid.	×	×	\$2,821,920.00 Base \$138,412.50 Add/Alt. 1
Lorusso, Plainville, MA	×	×	×	×	×	×	×	×	×	×	\$2,890,805.00 Base \$167,032.50 Add/Alt. 1
									The second secon	e e e e e e e e e e e e e e e e e e e	WHEN THE
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TO ANTON		- THE PERSON NAMED IN COLUMN TO THE					W				
The requirement holding that a certificate of insurance be with the bid is a local pequirement will be waived if produced upon demand.	cate of insura	rance be with the	he bid is a lo	and Reguirem	The little of th	to have it	In the big will	- XX	is a clerical e	rror - a mino	be treated as a clenical error - a minor informality that
	Witne	Witness Signature:		1	Soul		2/2/15				
			Was	in M	hie						

This Contract is made this first day of June, 2022, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Aggregate Industries - Northeast Region, Inc., 35 Village Road, Suite 703, Middleton, MA 01949 (hereinafter the "Contractor").

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

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations in Natick, as set forth in the Main Bid Work, Plus Add/Alt. 1 Work, as articulated in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2022 ("IFB"), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2022. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2022.

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

Highest Priority: Amendments to Contract (if any)

Second Priority: Contract

Third Priority: Addenda to the IFB (if any)

Fourth Priority: IFB

Fifth Priority: Contractor's Bid.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices for the Main Bid Work, Plus Add/Alt. 1Work, as set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference. Price adjustments and retainage shall be calculated and paid according to the IFB.

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

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

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

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

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

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

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

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

6. Warranty

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

7. Compliance with Laws

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

8. Insurance

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

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

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:
 - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 0 1760 before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

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

9. Indemnification

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

10. No Personal Liability

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

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

11. Familiarity with Area of Work

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

12. Performance Bond

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/Force Majeure

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

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

19. Termination

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

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

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

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

20. Notices

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

If to the Town: Jon Marshall, Deputy Town

Administrator, Operations

Natick Town Hall

13 East Central Street Natick, MA 01760

Karis L. North, Esq.

With copies to: Murphy, Hesse, Toomey & Lehane,

LLP 300 Crown Colony Drive, Suite

410 Quincy, MA 02169

If to the Contractor: President,

Aggregate Industries - Northeast Region, Inc.

35 Village Road

Suite 703

21. Miscellaneous Provisions Middleton, MA 01949.

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

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

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

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

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

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

[The remainder of this page is left blank.]

The Town of Natick, Massachusetts	Aggregate Industries,
by: the Natick Select Board	Northeast Region, Inc.
Paul R. Joseph, Chair	by:
Michael J. Hickey, Jr., Vice Chair	Signature
Bruce T. Evans, Clerk	Printed Name
, Member	_ I filled Ivalle
	Printed Title
Kathryn Coughlin, Member	
Dated:	
APPROVED AS TO AVAILABILITY OF	APPROPRIATION:
certify that an appropriation in the amount o	f M.G.L. Chapter 44, Section 31C, this is to of this Contract is available therefor, and that ute this Contract and to approve all requisitions
	Dated:
Michelle L. Laramee Comptroller, Town of Natick	
APPROVED AS TO FORM ONLY (AND	NOT AS TO SUBSTANCE):
	Dated:
Karis L. North, Esq.	

CERTIFICATE OF VOTE

I,	, hereby certify	
	(Clerk/Secretary)	
that	I am the duly qualified and acting	of
		(Title)
	(Corporation Name)	
held	I further certify that at a meeting of the Directors of lon20 , at which meeting all following vote was unanimously passed:	
VO	TED: To authorize and empower either	
	;	
	(Name) (Title)	
	(Name) (Title)	or
	(Name) (Title),	
Corp	any one acting singly, to execute all contracts poration.	s and bonds on behalf of the
	arther certify that the above vote is still in effect o and has not been changed or modified in any	
	Signature	
	Printed Name	
	Printed Title	

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

Town of Natick Natick, Massachusetts

INVITATION FOR BIDS

FOR

SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2022

April 6, 2022

BIDS DUE:

May 12, 2022, 9:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

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

TOWN OF NATICK NATICK, MASSACHUSETTS 01760

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Select Board, invites the submission of sealed bids for Services Related to The Furnishing of Roadway Improvements at Various Locations - 2022. Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids ("IFB") may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Tuesday, April 19, 2022. Sealed Bids will be received until 9:00 A.M., local time, May 12, 2022, at the Department of Public Works, 75 West Street, 01760 Due to the Current COVID 19 Pandemic Emergency, Bid opening shall be virtual at the following ZOOM address:

Join Zoom Meeting

https://us06web.zoom.us/j/84911992578?pwd=RWpmNlZHMFRKNzdOeEJFOWthSTlPdz09
Meeting ID: 849 1199 2578 Passcode: 417685 One tap mobile
+13017158592,,84911992578#,,,,*417685# US (Washington DC)
+13126266799,,84911992578#,,,,*417685# US (Chicago) Dial by your location +1 301 715
8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) Meeting ID: 849 1199 2578 Passcode: 417685 Find your local number:
https://us06web.zoom.us/u/kbnddroUVU

No in-person attendance shall be permitted. If the Procurement Office is closed due to weather or other emergency (other than the General COVID 19 Pandemic Emergency, the deadline for receipt of bids shall be extended until 9:00 A.M. the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening.

This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, gasoline and concrete. The base price for liquid asphalt on this project is \$682.50 per ton (Apr. 2022). The base price for diesel fuel is \$4.264 per gallon and for gasoline is \$3.404 per gallon (Mar. 2022.). The base price for Portland cement is \$165.52 per ton (Mar. 2022).

Award subject to appropriation and vote of the Natick Select Board.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Select Board (hereinafter "the Town of Natick" or "the Town"), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2022.

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

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Tuesday April 19, 2022.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Tuesday May 3rd 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2022" shall be received by 9:00 A.M. local time, Thursday May 12, 2022 at this address:

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

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

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

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

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

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2022". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

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

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed by email to Bryan LeBlanc, Procurement Officer, at bleblanc@natickma.org by 4:00 PM, local time Tuesday, May 3, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

Section 3. Background & Specifications

A. Locations of Road Improvements in the Work

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations.

Bolser Avenue.

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Bolser Ave." Sheet 1

Bunker Hill Lane

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Bunker Hill Ln." Sheets 2 - 4.

Carlson Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Carlson St." Sheets 5-7.

Collins Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Collins Ave." Sheet 8.

Draper Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Draper St." Sheet 9.

Eastleigh Lane

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Eastleigh Ln." Sheets 10-11.

Fairview Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Fairview Ave." Sheets 12 - 16.

Fern Street.

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Fern St." Sheets 17-19.

Fiske Lane

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Fiske Ln" Sheets 20-21.

Fiske Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Fiske St." Sheets 22-25.

Green Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Green St." Sheets 26-27.

Herbert Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Herbert St." Sheet 28.

Hudson Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Hudson St." Sheet 29-30.

Lakeview Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Lakeview Ave" Sheet 31-34.

Lena Road

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Lena Rd" Sheet 35

Meadow Pond Lane

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Meadow Pond Ln." Sheet 36.

Moore Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Moore St." Sheet 37-38.

Proctor Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Proctor St." Sheet 39-40.

Sylvester Road

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Sylvester Rd." Sheet 41-43.

Whitcomb Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Whitcomb St." Sheet 44.

Windsor Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Windsor Ave." Sheet 45-48.

Natick High School Field Parking Lot

See attached plan entitled "Roadway Improvements at Various Locations -2022, "High School Parking Lot" Sheet 49

ADD/ALTERNATE Locations

Cochituate Rail Trail Parking

See attached plans entitled "CRT Parking Area at Mechanic Street" Add/Alternate 1 (3 pages)

B. Performance Standards Applicable to the Work

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

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

APPENDIX 1 TOWN OF NATICK BID FORM

(9 pages)

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2022.

Printed Name of Bidder:	
Aggregate Industries · Northeast Region, Inc.	
Address: 35 Village Rd., Suite #703, Middleton, MA 01949	
Bidder acknowledges receipt of AddendaOneTwoThreeFour Nov	re
The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:	
Total Price in Words: Two Millian Five Hundred Thirty Eight Thousand Three Hundred Forty Fire	n Dollan venty
Total Price in Numbers: 2,538,345 .76	cents
For Add/Alternate # 1 Addone Hundred Eighty onethousand Nine Hundred Sixty Dollars	
and Zero cents	

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

UNIT OR LUMP SUM

TOTAL IN FIGURES

pages:	OD 1111 (D (11) (TOTAL DIFICUES
	OR LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
100.00	2 Laborer, per hour Seventy Dollars and Zero Cents (\$_70.00)	400 Hours	\$ 28,000.00
103	Tree Removed under 24" diameter, per each One Hondred Seven Hondred Dollars and Zero Cents (\$ 1,700.00)	12 EA*	\$ <u>20,400 °°</u>
104	Tree Removed over 24" diameter, per each Two Thwand Six Hundred Dollars and Zeco Cents (\$_2,600.00)	3 EA	\$ 7,800.00
104	Stump Removed any size per each Five Hundred Thirty Dollars and Zero Cents (\$ 530.00	15 EA	\$ <u>7,950°</u>
120	Earth Excavation, per cubic yard, Fifty Five Dollars and Zero Cents (\$ 65.00	1,460 CY	\$ 80,300.00
129.2	Old Pavement Excavation, per square yard, Twenty Five Elever Dollars and 200 Twenty Five Cents (\$ 2500 11.25	8,000 SY	90,000 °°°

UNIT	OR LUMP SUM		TOTAL IN FIGURES
ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY)
141	Trench Excavation, per cubic yard, Sixty Five Dollars and Zero Cents (\$_65.000)	60 CY*	\$ <u>3,900.00</u>
146	Drainage Structure Removed, per each, One Thousand Dollars and 2200 Cents (\$ 1,000.000)	1 EA*	\$1,000.00
152	Processed Gravel, per cubic yard Seventy Dollars and Zero Cents (\$ 70.00)	465 C.Y.	\$_32,550.00
201	Catch Basin Municipal-Standard per each, Three Thusand one Hundre Dollars and <u>3 ero</u> Cents (\$ 3,100.00		\$ 3,100 00
202	Manhole Municipal-Standard per each, Five Thousand Dollars and Zero Cents (\$ 5,000.000)	0 EA	\$
204	Gutter Inlet, per each, Two Thousand One Hundred Dollars and Zero Cents (\$ 2,100.000)	1 EA*	\$ 2,100.00

UNIT	OR LUMP SUM		TOTAL IN FIGURES
ITEM	PRICE BID IN BOTH	ESTIMATED	(UNIT PRICE TIMES
NO.	WORDS AND FIGURES	QUANTITY	ESTIMATED QUANTITY)
220	Structure Adjusted, per each, Three Hundred Two by Dollars and Zero Cents (\$ 325.00	160 EA	\$ 5Z,000 ^{.00}
220.2	Structure Rebuild, per vertical linear foot, Three Hundred Fifty Dollars and Zero Cents (\$ 350.00)	25 V.F.	\$ 8,750.00
220.5	Structure Remodeled, per each, Four Hundred Dollars and Zero Cents (\$ 400.00	40 EA.	\$ 16,000
221	Frame and Cover per each, Six Hundred Twenty Dollars and Zero Cents (\$ 620.00)	10 EA.	\$ <u>6,200°°°</u>
222.3	Frame and Grate Municipal Standard, per each Six Hundred Forty Dollars and Zero Cents (\$ 640.00	20 EA.	\$ 12,800.00
230	Installation of Drainage Pipe	Allowance	\$ 5,000.00

UNIT (OR LUMP SUM		TOTAL IN FIGURES
	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY
381.3	Water Gate Box Adjustment, Wtr Svc box Adj. per each	390 EA	\$ 3.90
403	Reclaim Pavement for Base Course, per square yard Foor Dollars and Fifty Cents (\$	32,800 SY	\$ 147,600.00
415.3	Pavement Micromilling, per square yard Two Dollars and Seventy Cents (\$ 2.70	26,500 SY	\$ 71,550.00
440	Calcium Chloride – Dust Controper pound Zero Dollars and Sixty Five Cents (\$	l, 5,000 LBS	\$ <u>3,250.00</u>
443	Water for Dust Control, per Hour Eighty Dollars and Zero Cents (\$ 80.000)	40 Hours*	\$ <u>3,200.00</u>
450.22	Bit. Conc. Top Course, 9.5mm, per ton. Ninch Eight Dollars and zero Cents (\$ 98.000)	5,180 Tons	\$ 507,640.00
UNIT	OR LUMP SUM		TOTAL IN FIGURES

ITEM	PRICE BID IN BOTH	ESTIMATED	(UNIT PRICE TIMES
NO.	WORDS AND FIGURES	QUANTITY	ESTIMATED QUANTITY
450.24	Bit. Conc. Binder Course, 19.5mm, per ton. Eighty Five Dollars and Zero Cents (\$ 85.00	4,750 Tons	\$ 403,750 ^{°°}
450.31	Bit. Conc. Leveling Course, 12.5mm, per ton. One Hundred Ten Dollars and Zero Cents (\$ 110.000)	250 Tons	\$ 21,400.00
451	Hot Mix for Miscellaneous Work, per Ton One Hondred Sixty Five Dollars and Zero Cents (\$ 165.00	, 60 Tons	\$ 9,900.00
466	Single Treated Stone Chip Seal, per square yard Fifty Dollars and Zero Cents (\$ 50.00	0 S.Y.	\$
470	Hot Mix Asphalt Berm, per linear foot Six Dollars and Thicky Fix Cents (\$ 6.35	20,400 L.F.*	\$ 129,540.00
504	Granite Curbing Straight, Type VA4, per linear foot Fifty Five Dollars aid Zero Cents (\$_55.00)	400 L.F.	\$ 22,000.00

UNIT OR LUMP SUM

TOTAL IN FIGURES

	PRICE BID IN BOTH ORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY
504.1	Granite Curbing Curved, Type VA4, per linear foot Fifty Seven Dollars and Zero Cents (\$ 57.000)	1,200 L.F.	\$ <u>68,400.03</u>
514	Granite Curb Inlet-Straight 6 Foot Section, per each Four Hundred Seventy Dollars and Zero Cents (\$ 475.00)	5 EA.*	\$ 2,375
514.1	Sloped to Vertical Granite Curb 6 Foot Section, per each <u>Eight Hundred</u> Dollars and <u>Zero</u> Cents (\$ 800.000)	0 EA.	\$
580	Curb Removed and Reset, per linear foot Twenty Five Dollars and Zero Cents (\$ 25.00	780 L.F.	\$ 19,500.00
594.1	Hot Mix Asphalt Berm Removed and Discarded, per linear foot Three Dollars and Tunty Two Cents (\$ _3.22	14,300 L.F.	\$ 46,046
594.2	Curb Removed and Discarded, per linear foot Twenty Dollars and Zero Cents (\$	265 L.F.	\$ 5,300.00
UNIT	OR LUMP SUM		TOTAL IN FIGURES

	PRICE BID IN BOTH ORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY)
	Install Wooden Guard Rail Per Linear Foot Seventy Dollars and Zero Cents (\$ 70.000)	980 LF	\$ 68,600.00
	Wooden Guard Rail Remove and Discard Per Ton One Thousand Dollars and Zero Cents (\$ 1,000.000	5 Ton	\$ 5,000-00
701.01	Isolated Cement Concrete Spot Repairs per square yard One Hundred Twenty Five Dollars and Zers Cents (\$ 125.000)	30 SY	\$ 3,750.00
701.2	4" Cement Concrete Wheelchair Ramps, per square yard Seventy Five Dollars and Zero Cents (\$ 75.00	600 SY	\$ 45,000
701.5	Cast in Place, 2'x 4' Tactile Warning Panels, per each Zero Dollars and one Cents (\$_0.0')	86 EA.	\$ 0.86
702	Hot Mix Asphalt Sidewalk or Driveway, & Sidewalks, per ton. One Hundred Seventry Dollars and Zero Cents (\$ 170.000)	1,950 Tons	\$ 331,500,00

UNIT OR LUMP SUM

TOTAL IN FIGURES

ITEM PRICE BID IN BOTH NO. WORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY)
Dollars and Zero Cents (\$ 62.00	2,015 CY -	\$ 124,930 ^{°°}
765 Seeding, per square yard Two Dollars and Forty Cents (\$ 2.40	14,500 S.Y.	\$ <u>34,800.00</u>
Eight Traffic Management Lump Sum Six Thousand Eight Dollars and Zero Cents (\$ 6,800.000	LS <u>Th</u> udred -)	\$ 6,800,00
861.112 Pavement Markings 4 in (Paint)Per linear foot Zero Dollars and Eighty Cents (\$ 0.80	nch 3,200 L.F.	\$ 2,560.00
999 .001 Natick Police Details, per man-hour Fifty Dollars and Zero Cents (\$50.00)	1,200 MH*	<u>\$60,000.00</u>
999.002 Sprinkler System and Dog Fence Repairs	Allowance	\$10,000.00

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

APPENDIX 1-a TOWN OF NATICK ADD/ALTERNATE BID FORM

(3 pages)

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2022.

Printed Name of Bidder:

Aggregate Industries - Northeast Region Inc.

Address: 35 Village Rd., Suite #703, Middleton, MA 01949

The Bidder hereby pledges to deliver the complete scope of services required for the ADD/ALTERNATE Work, for the price shown below:

Total Price in Words: One Hundred Eighty One Thousand Nine Hundred Sixty Dollars and Zers cents

Total Price in Numbers: \$ 181,960.

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

ITEM	OR LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
100.00	2 Laborer, per hour SEVENTY Dollars and No Cents (\$ 70.	10 Hours	\$_700-
103	Tree Removed under 24" diameter, per each WELVE HUNDRED Dollars and _ No Cents (\$ 1, 200. *)	2 EA*	\$ 2,400,
104	Stump Removed any size per each TEVENTY FIVE HUNDRED Dollars and No Cents (\$ 2,500.	2 EA	\$ <u>\$,000-</u>
120	Earth Excavation, per cubic yard, FIFTY TIMEE Dollars and	70 CY	\$ 3,718 - ^
129.2	Old Pavement Excavation, per square yard, IWENTY FIVE Dollars and	1,400 SY	\$ <u>35,000.</u>
141	Trench Excavation, per cubic yard, Sixty Four Dollars and No Cents (\$_64.	10 CY*	\$ <u>640-</u>

UNIT (OR LUMP SUM		TOTAL IN FIGURES
	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY
152	Processed Gravel, per cubic yard SIXTY SEVEN Dollars and Cents (\$	50 C.Y.	\$ 3,350. [*]
403	Reclaim Pavement for Base Course, per square yard FOUR Dollars and FORTY Cents (\$ 4.40	3,850 SY	\$ 16,940.
415.3	Pavement Micromilling, per square yard TWENTY Dollars and WS Cents (\$ 20,	0 SY	\$
443	Water for Dust Control, per Hour SEVENTY FIVE Dollars and	24 Hours*	\$ <u>1,830.</u>
450.22	Bit. Conc. Top Course, 9.5mm, per ton. ONE HUNDEL SIXT Dollars and Cents (\$	185 Ton Y FIVE	\$ <u>30,525,</u>
450.24	Bit. Conc. Binder Course, 19.5mm, per ton. Sub Hunsues FIFT Dollars and Mb Cents (\$		\$ 31,625.
451	Hot Mix for Miscellaneous Wo per Ton <u>ONE HUNDEED ELEM</u> Dollars and <u>No</u> Cents (\$ 185)		\$ 5,550

UNIT	OR LUMP SUM		TOTAL IN FIGURES
	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY
470	Hot Mix Asphalt Berm, per linear foot SIX Dollars and SEVENTY F Cents (\$ 6, 25	1,000 L.F.	\$ 6,750. Z
632.4	Install Wooden Guard Rail Per Linear Foot Sixty Eight Dollars and No Cents (\$ 68.	100 LF	\$ <u>6,800-</u>
701.2	4" Cement Concrete Wheelchair Ramps, per square yard <u>ONZ HUNDAZD</u> TWO Dollars and <u>1/0</u> Cents (\$ <u>1/20."</u>	20 SY	\$ <u>2,400-</u>
701.5	Cast in Place, 2'x 4' Tactile Warning Panels, per each THEE HUNDER Dollars and	2 EA.	\$ <u>600-</u>
702	Hot Mix Asphalt Sidewalk or Driveway, & Sidewalks, per ton. ONE HONDERS SECONDOLLARS and NO. Cents (\$ 170.	15 Ton	\$ 2,550.
751	Loam Borrow, per cubic yard SIXTY Dollars and No Cents (\$	320 CY	\$19,200- ^w
765	Seeding, per square yard	1,920 S.Y.	\$ 4,320.°
	Dollars and TWZMY Cents	(\$ 6,63	

861.1	Pavement	Markings	4 inch
			_

(Paint)Per linear foot

Tevo

Dollars and TEV Cents (\$ 2, 10

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

1,000 L.F.

Bidder certifies as follows:

Bidder certifies as follows:

A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)

\$ 2,140.

- В. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person. address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- Bidder has not defaulted on any Contract within the last five (5) years. G.

- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status).
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

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

Aggregate Industries – NER

1715 Broadway

Saugus, MA 01906

References

Town of Shrewsbury, MA

Drainage & Paving - \$863,445.00

Andy Truman - 508-841-2502

8-10-2021 to 11-30-2020

Town of Merrimac

Annual Roadway Paving - \$181,990.00 Robert Sanibaldi 978346-0525 5-11-2020 to 12-31-2020

Town of Medfield

Hot Mix Asphalt - \$823,120.00

Maurice Goulet 508-906-3003

2-1-2020 to 1-31-2021

MassDOT

Resurfacing – Hingham, MA to Marshfield, MA - \$14,323,674.00

Frank Kucharski 857-368-4636

5-24-2019 to 11-9-2021

Town of Wakefield, MA

220 Roadway Improvements - \$923,231.00

Joseph Conway 781-246-6301

10-26-2021 to 7-13-2021

In the alternative, and subject to available funding, the Town reserves the right, pursuant to M.G. L. c.30, sec. 39M to award one (1) contract, if at all, to the lowest responsible and eligible Bidder based upon the lowest total cost to provide the required services in the Main Bid Work, plus Add/Alternate 1, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

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

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

The Bidder agrees that all Bid specifications and Contract specifications are hereto made

part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Robert Anderson

Printed Name

Vice President

Printed Title

5/10/22

Date

If a Corporation:

Aggregale Industries - Northeast Region Inc.

Full Legal Name

Officers of Corporation and Addresses
Kevin Peart 35 Village Rd. Suite # 703 Middleton, MA 01940
State of Incorporation Massachusetts
Principal Place of Business
35 Village Rd. Suite # 703
Middleton, MA 01949
Telephone Number. 781-307-4064
Qualified in Massachusetts Yes No
Principal Place of Business in Massachusetts
35 Village Rd., Suite #703
35 Village Rd., Suite #703 Middleton, MA 01949
Telephone Number
Full Legal Name of Surety Company
Western Strety Company
Principal Place of Business of Surety Company
151 N. Franklin St.
Chicago II 60606

Telephone Number	_
Admitted in Massachusetts Yes No	
Place of Business in Massachusetts MA	
Tolonhona Number	

Appendix 2 CERTIFICATE OF NON-COLLUSION

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

Aggrega Name or	che Industries - f Bidder	Northeast	- Region,	Thc.
3 <u>5 Villag</u> Address	Rd. Suik # 70 of Bidder	3, Middle	lon, MA	ठा ९५ र्
	307-4064 ne Number			
Ву:	Signature)			
	bert Ander: Printed Name	ss <u>~</u>		
	e President Trinted Title			
-	5/10/22 Date			

Appendix 3 CERTIFICATE OF TAX COMPLIANCE

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

Aggregate Industries - Northeast Region, Inc. Name of Bidder
35 Village Rd., Suite # 703, Middletin, MA 01949 Address of Bidder
781-307-4064
Telephone Number
By: (Signature)
Robert Andersson Printed Name
Vice President Printed Title
5/10/22
Date

Appendix 4 CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

Λ.

- 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 sub CONTRACTOR 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 sub CONTRACTOR of a Contract by the Bidder.
- 3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
- 4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
- 5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, sub CONTRACTORs, 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.

Heganique Industries - Northeast Kigin, Inc.
Heggregate Industries Northeast Region, Inc. Name of Bidder
35 Village Rd. Suite # 703 Middlety, MA Usus
35 Village Rd. Suik # 703, Middleton, MA 01949 Address of Bidder
781-307-4064
Telephone Number
Ву:
(Signature)
Robert Andersson
Printed Name
Vice President
Printed Title
5/10/22
Date

Appendix 5 CERTIFICATE OF CORPORATE BIDDER

I, Edmal A. Capolilipo, certify that I am the Clerk of the Corporation
named as Bidder in the attached Bid Form; that Robert P Anderson who signed said Bid on
behalf of the Bidder was then Vice President of said Corporation and was duly
authorized to sign said Bid Form; and that I know his/her signature thereto is genuine.
(Corporate Seal)

(Corporate Seal)	
Aggregale Zudustries - Northeast Region, In. Name of Bidder	L
35 Village Rd. Su.k. # 703 Modellehn MA ORYG	
781-357-4064 Telephone Number	

By: Man a Capodily of Printed Name

Secretary Clerk

Printed Title

May 10, 2022

Date

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

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

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

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

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

Aggregale Industries - Northeast Region, Inc. 35 V. Hage Rd. Suite #703, Middletin, MA 01949 Address of Bidder 781-307-4064 Telephone Number

By: (Signature)

Robert Anderson
Printed Name

Vice President
Printed Title

5 lolzz Date

Appendix 8 CERTIFICATE OF NON-DEBARMENT

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

Aggregale Industries - Northeast Region, Inc. Name of Bidder	
35 Village Rd Suite #703 Middlehn, MA Address of Bidder	८१५५
781-387-4064 Telephone Number	
By:(Signature)	
Robert Andersson Printed Name	
Vice President Printed Title	
Slo(22 Date	

Appendix 9 PREVAILING WAGE RATES

(SEE ATTACHED DOCUMENT.)

Appendix 10 FORM OF CONTRACT

 $\mathfrak{p} = (\mathfrak{p}_{-\alpha}) \cdot \mathfrak{p}_{\alpha}$

(SEE ATTACHED DOCUMENT.)

${}^{\underline{w}}AIA^{"}$ Document A310 ${}^{\mathtt{TM}}$ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address) AGGREGATE INDUSTRIES - NORTHEAST REGION, INC. 35 Village Rd., Suite #703 Middleton, MA 01949

OWNER:

(Name, legal status and address) TOWN OF NATICK

75 West Street, Natick, MA 01760

BOND AMOUNT: Five Percent of Amount bid (5% of Amount Bid)

SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY 151 N. Franklin Street Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any) Services Related to the Furnishing of Roadway Improvements at Various Locations -

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and realed this	2nd	day of May, 202	2	
			AGGREGATE INDUSTRIES	RTHEAST REGION, INC.
)		_ (Principal)	(Seal)
(Witness)		- €.	(Tille) Robert Ander	sson, Vice President,
Vo		,	WESTERN SURETY COMPANY	TRON, VICE TARBURNUM.
uner		ngy	(Surety)	(Seal)
(Witness)	Vane	essa Domingliez	UNOU_	WWX.
		O	(Title)	Lisa A. Ward, Attorney in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Mcn By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa A Ward, Michael J Herrod, Terri L Morrison, Gina A Rodriguez, Andrea M Penaloza, Donna L Williams, Vanessa Dominguez, Misty Wright, Amanda George, Erin M Dennison, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whercof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of July, 2021.

WESTERN SURETY COMPANY

- Parl

State of South Dakota County of Minnehaha SS

On this 6th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M Bent Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorncy hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2022.



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/04/2022

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. 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

producer Aon Risk Services Southwest. Inc.	CONTACT NAME:	
Houston TX Office	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800)	363-0105
5555 San Felipe Suite 1500	E-MAIL ADDRESS:	
Houston TX 77056 USA	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED	INSURERA: ACE American Insurance Company	22667
Holcim Participations (US) Inc. 6211 Ann Arbor Rd	INSURER B: Indemnity Insurance Co of North Am	erica 43575
Dundee MI 48131 USA	INSURER C: ACE Fire Underwriters Insurance Co	20702
	INSURERD: American Guarantee & Liability Ins	Co 26247
	INSURER E:	
	INSURER F:	

CERTIFICATE NUMBER: 570092989263 **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 SICH POLICIES IMMITS SHOWN MAY HAVE BEEN REDUICED BY PAID OF AMENDING THE POLICIES TO SECRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY		HD0G72479488	POLICY EFF (MM/DDYYYY) 10/01/2021	10/01/2022	EACH OCCURRENCE	\$2,500,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,500,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$10,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
۸.	AUTOMOBILE LIABILITY ISA H25541443		ISA H25541443 Auto (AOS)	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT "(Ea accident)	\$10,000,000	
A	X ANY AUTO			ISA H25541406	10/01/2021	10/01/2022	BODILY INJURY (Per person)	
	OWNED SCHEDULED AUTOS ONLY HIRED AUTOS ONLY ONN-OWNED AUTOS ONLY AUTOS ONLY	Auto (NH only) ~ \$50K CSL	***************************************		BODILY INJURY (Per accident)			
							PROPERTY DAMAGE (Per accident)	
D X U	X UMBRELLA LIAB X OCCUR		AUC014440105	10/01/2021		EACH OCCURRENCE	\$10,000,000	
	EXCESS LIAB CLAIMS-MADE			SIR applies per policy te	ms & condi	cions	AGGREGATE	\$10,000,000
	DED X RETENTION							
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC68913901	10/01/2021	10/01/2022	X PER STATUTE OTH	
Α	ANY PROPRIETOR / PARTINER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	WC (AOS) WLRC68913949 WC (AZ,MA)	WC (AOS) WI RC68913949	10/01/2021	10/01/2022	E.L. EACH ACCIDENT	\$1,000,000	
			20,00,2022	2010212022	E.L. DISEASE-EA EMPLOYEE	\$1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Excess Auto Lia			XSA H25541480 XS Auto (NH ONLY) SIR applies per policy ter		10/01/2022	Aggregate	\$9,950,000

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

Insured is self-insured on physical damage for all owned, leased and rented autos. RE: 2022 Annual Road and SidewalkReconstruction Services. City of Melrose is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE	HOLDER
-------------	--------

CANCELLATION

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

City of Melrose Attn: Elena Proakis Ellis, P.E. 72 Tremont St. Melrose MA 02176 USA Aon Prisk Services Southwest Inc AGENCY CUSTOMER ID:

570000035837

)C #:



ADDITIONAL REMARKS SCHEDULE

Page __ of

		וועטר	IVI	AWE VE	MAKKS .	SCHED			Page _ 01 _	
AGENC AON	y Risk Services Southwe	est, Inc				NSURED Cim Partici	pations (US) Inc.	,	
POLICY NUMBER See Certificate Number: 570092989263										
carrie See	R Certificate Number: !	70092989	263	NAIC	CODE EFFEC	TIVE DATE:				
ADDI	ITIONAL REMARKS									
	ADDITIONAL REMARKS FORM INUMBER: ACORD 25	IS A SCHE FORM TITI		TO ACORD FORM Certificate of Liab	-					
	INSURER(S) A	FFORDIN	IG C	OVERAGE		NAIC#				
INSU:	RER									
INSU:	RER									
INSU	RER									
INSU:	RER									
AD	ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.									
INSR LTR	Type of insurance	ADDL INSD	SUBR WVD	POLICYN	NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	и	MITS	
	WORKERS COMPENSATION									
С		N/A		SCFC68913986 WC Retro (WI	:)	10/01/2021	10/01/2022			
	OTHER									
А	Excess WC			WCUC68914024 XS WC (MI,OH, SIR applies p				EL Each Accident	\$1,000,000	
								EL Disease - Policy	\$1,000,000	
								EL Disease - Ea Empl	\$1,000,000	
						· ·				
				····						
		_					<u> </u>			
1	1	l	1	1						

AGENCY CUSTOMER ID:

570000035837

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED						
Aon Risk Services Southwest, Inc.	Holcim Participations (US) Inc.						
POLICY NUMBER See Certificate Number: 570092989263							
CARRIER See Certificate Number: 570092989263	NAIC CODE	EFFECTIVE DATE:					

ADDITIONAL REMARKS

```
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds

Holcim Participations (US) Inc.
Holcim - ACM Management, Inc.
International Atlantins Insurance Company
Holcim (US) Inc.
LarageHolcim Finance US LLC
Holcim - NER, Inc.
Holcim - NER, Inc.
Holcim - SOR, Inc.
Tiger Minimix Inc
Holcim - SOR, Inc.
Tarrant Concrete Company, Inc.
Holcim - WCR, Inc.
Tiger Delivery LLC
Holcim - MCR, Inc.
Holcim - WCR, Inc.
Tiger Delivery LLC
Holcim - MCR, Inc.
Holcim - MAR, Inc.
Fredonia Valley Railroad Inc.
Holcim - MAMR, Inc.
Fredonia Valley Railroad Inc.
Holcim - MMR, Inc.
More Material Company LLC
Kost Inc
GeoCycle LLC
Systech Environmental Corporation
Lafarge PNW Inc.
Nautilus Holding Company
American Transport Ltd
Surplus Items Inc
Thorstenberg Materials Co., Inc.
Bardon, Inc. DBA Aggregate Industries Inc. Mid Atlantic
Transit Mix Concrete Company
Aggregate Industries, WCR, dba Transit Mix
Aggregate Industries, WCR, dba Transit Mix
Aggregate Industries, WCR, dba Transit Mix
Aggregate Industries Pacific Northwest, Inc.
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Town of Natick Natick, Massachusetts

INVITATION FOR BIDS

FOR

SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2022

April 6, 2022

BIDS DUE:

May 12, 2022, 9:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

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

TOWN OF NATICK NATICK, MASSACHUSETTS 01760

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Select Board, invites the submission of sealed bids for Services Related to The Furnishing of Roadway Improvements at Various Locations - 2022. Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids ("IFB") may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, by emailing bleblanc@natickma.org between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Tuesday, April 19, 2022. Sealed Bids will be received until 9:00 A.M., local time, May 12, 2022, at the Department of Public Works, 75 West Street, 01760 Due to the Current COVID 19 Pandemic Emergency, Bid opening shall be virtual at the following ZOOM address:

Join Zoom Meeting

https://us06web.zoom.us/j/84911992578?pwd=RWpmNIZHMFRKNzdOeEJFOWthSTlPdz09
Meeting ID: 849 1199 2578 Passcode: 417685 One tap mobile
+13017158592,,84911992578#,,,,*417685# US (Washington DC)
+13126266799,,84911992578#,,,,*417685# US (Chicago) Dial by your location +1 301 715
8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) Meeting ID: 849 1199 2578 Passcode: 417685 Find your local number:
https://us06web.zoom.us/u/kbnddroUVU

No in-person attendance shall be permitted. If the Procurement Office is closed due to weather or other emergency (other than the General COVID 19 Pandemic Emergency, the deadline for receipt of bids shall be extended until 9:00 A.M. the next business day that the Procurement Office is open. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening.

This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, gasoline and concrete. The base price for liquid asphalt on this project is \$682.50 per ton (Apr. 2022). The base price for diesel fuel is \$4.264 per gallon and for gasoline is \$3.404 per gallon (Mar. 2022.). The base price for Portland cement is \$165.52 per ton (Mar. 2022).

Award subject to appropriation and vote of the Natick Select Board.

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Select Board (hereinafter "the Town of Natick" or "the Town"), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2022.

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

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Tuesday April 19, 2022.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Tuesday May 3rd 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2022" shall be received by 9:00 A.M. local time, Thursday May 12, 2022 at this address:

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

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

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

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

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

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

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

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

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2022". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

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

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

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

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed by email to Bryan LeBlanc, Procurement Officer, at bleblanc@natickma.org by 4:00 PM, local time Tuesday, May 3, 2022. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

Section 3. Background & Specifications

A. Locations of Road Improvements in the Work

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations.

Bolser Avenue.

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Bolser Ave." Sheet 1

Bunker Hill Lane

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Bunker Hill Ln." Sheets 2 - 4.

Carlson Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Carlson St." Sheets 5-7.

Collins Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Collins Ave." Sheet 8.

Draper Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Draper St." Sheet 9.

Eastleigh Lane

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Eastleigh Ln." Sheets 10-11.

Fairview Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Fairview Ave." Sheets 12 - 16.

Fern Street.

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Fern St." Sheets 17-19.

Fiske Lane

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Fiske Ln" Sheets 20-21.

Fiske Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Fiske St." Sheets 22-25.

Green Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Green St." Sheets 26-27.

Herbert Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Herbert St." Sheet 28.

Hudson Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Hudson St." Sheet 29-30.

Lakeview Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Lakeview Ave" Sheet 31-34.

Lena Road

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Lena Rd" Sheet 35

Meadow Pond Lane

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Meadow Pond Ln." Sheet 36.

Moore Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Moore St." Sheet 37-38.

Proctor Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Proctor St." Sheet 39-40.

Sylvester Road

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Sylvester Rd." Sheet 41-43.

Whitcomb Street

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Whitcomb St." Sheet 44.

Windsor Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2022, "Windsor Ave." Sheet 45-48.

Natick High School Field Parking Lot

See attached plan entitled "Roadway Improvements at Various Locations -2022, "High School Parking Lot" Sheet 49

ADD/ALTERNATE Locations

Cochituate Rail Trail Parking

See attached plans entitled "CRT Parking Area at Mechanic Street" Add/Alternate 1 (3 pages)

B. Performance Standards Applicable to the Work

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

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

General Notes

All bids for this project are subject to the provisions of General Laws Chapter 30, Section 39M, inclusive as amended. Attention is called to the minimum wage rates to be paid on the work as determined by the commissioner of Labor and Industries under the provisions of General Laws, Chapter 149, Sections 26 to 27 G, inclusive.

The estimated value of this contract is approximately \$2,7500,000. This figure is for bidding purposes only and not a commitment of expenditures for this contract. This contract agreement is subject to the annual fiscal appropriation. All quantities in the bid price form are for bid comparison only. The Town of Natick does not guarantee these amounts. Quantities are estimated.

This contract contains price adjustments for asphalt, diesel fuel and gasoline. For this project the base prices are as follows: Liquid Asphalt = 682.50/Ton (Apr. 2022), Portland Cement = 165.52/Ton (Mar. 2022) Diesel fuel = \$4.264/Gal. (Mar. 2022), Gasoline = \$3.404/Gal. (Mar. 2022) per MassDOT

The CONTRACTOR shall provide to the Town a contact list of phone numbers for CONTRACTOR personnel who can be notified in the event of an emergency 24 hours a day, 7 days a week for the duration of the field work. The list shall be kept current, and shall include secondary contacts as needed to ensure that an authorized person is available at all times to mobilize crews as required to respond to emergencies. If contacted directly by emergency response personnel, the CONTRACTOR shall immediately notify the Town.

The CONTRACTOR's operations must prohibit any debris such as soil, asphalt, concrete, brick rubble, or mortar, from falling into manholes, catch basins or water gate box structures and impeding the flow of sewage or drain water thru the structure or affecting the normal operation of valves. The CONTRACTOR will be required to remove such debris at the CONTRACTOR's own expense at the direction of the Town.

The CONTRACTOR shall submit a project schedule of work activities within (1) week after the notice to proceed is issued and provide their services within (2) weeks of that date. If work is requested near the end of the asphalt season it must be done one week before the asphalt plants close weather permitting.

The CONTRACTOR shall submit all weight or volume tickets in a timely manner to the Town. It is imperative that the Town's Engineer and the CONTRACTOR keep an accurate track of pay item quantities to facilitate the approval of payment requisitions submitted by the CONTRACTOR. Payment requisitions shall be in AIA format, including the specific time period in which the work was performed, the items completed, the percentage of work completed and the percentage of work remaining under the contract.

The CONTRACTOR shall remove all grass and moss from the entire width of existing sidewalks that are to be overlaid prior to placing tack and placing hot mix asphalt.

Incidental to this contract as needed are all advance construction warning signs, collars for casting protection, ramps at joints, cones, and barrels needed to insure the safety of the public. The CONTRACTOR is liable for loss that occurs due to conditions and activities associated with their work.

The CONTRACTOR will have no claim for required mobilizations or delay due to unforeseen circumstances associated with Town utilities.

The CONTRACTOR shall provide his services within (2) two weeks of the date requested by the Town and will submit a project schedule of work activities. Top course pavement will not be placed after November 15 or before April 1 of the calendar year, without permission from the Town.

The CONTRACTOR shall inform the Town AND Eversource in writing of its scheduled dates for paving the top course of pavement over roadways throughout the contract. This notification must be done at a minimum of at least three weeks in advance of paving. The Town will confirm that Eversource received the notice. The gas gates in the roadways need to be raised and cleaned or repaired, if necessary, in a timely manner and the Town and Eversource need the CONTRACTOR's cooperation. The contact for the Town is Project Engineer Robert Donahue (cell 508-397-3000), the Contact person for Eversource is Ryan Lewis (508-326-3472).

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

SPECIAL PROVISIONS

Streets requiring Milling operations shall be milled prior to Reclaiming operations. Grades of milled streets at intersection shall serve as a guide to the Contractor for regrading and paving operations.

All work done under this contract shall be in conformance first with requirements listed in the General Notes and Scope of Work and then with the Massachusetts Highway Department Standard Specifications for Highways and Bridges as most recently revised, the Supplemental Specifications dated February 25, 2010, and the Standard Special Provisions contained in this book; the 2010 and 2012 Construction Standard Details, the 1996 Construction and Traffic Standard Details (as relates to traffic standard details only); the 2009 Manual on Uniform Traffic Control Devices (MUTCD) with Massachusetts Amendments and the Standard Municipal Traffic Code; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standard for Nursery Stock; the Plans and these Special Provisions. When it is found that needed items of work have not been provided by the bid items the Town may negotiate a unit price with the CONTRACTOR for such items and / or enter into time and materials work.

Item 100.002 Laborer

MAN HOURS

The work under this item shall conform to the relevant provisions of the Standard Specifications and the following: The CONTRACTOR shall be responsible for furnishing laborers to perform non-contract work necessary to restore property adjacent to the improvements in this contract agreement. Examples of work to be performed under this item are removal and resetting of pavers and/or hardscape materials to proper elevations and layout. Removal and resetting of mailboxes, signposts, and other miscellaneous tasks relative to restoring the areas within and adjacent to the newly-constructed infrastructure. Payment for this item shall be at the Contract unit bid price per hour.

Item 103 Tree Removed Diameter less than 24"

EACH

The work under this item shall conform to the relevant provisions of Section 101 of the Standard Specifications and the following: Removal of the Stump shall be included in the work of this item. Trees under nine inches shall be considered incidental to the general excavation work of the Contract and not measured separately for payment. Any existing stumps shall be removed as part of item 120.1.

Measurement and payment shall be at the Contract unit price per each tree removed to the Satisfaction of the Engineer.

Item 104 Tree Removed Diameter greater than 24" EACH

The work under this item shall conform to the relevant provisions of Section 101 of the Standard Specifications and the following: Removal of the Stump shall be included in the work of this item. Trees under nine inches shall be considered incidental to the general excavation work of the Contract and not measured separately for payment. Any existing stumps shall be removed as part of item 120.1.

Measurement and payment shall be at the Contract unit price per each tree removed to the Satisfaction of the Engineer.

Item 120.1 Earth Excavation

CY

The work under these items shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following: The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation and disposal of all materials not being removed under other items of any contract awarded pursuant to this IFB. This item is for excavation of any materials not covered by Item 129.2 Payment for this item shall be the sum total of cubic yards of excavated material. A triaxle load will be credited for 20 CY of excavation. Payment for this item shall be at the Contract unit bid price per cubic yard.

Item 120.2 Excavation or Roadway Excavation Spoil

 \mathbf{CY}

The work under these items shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following: The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation and disposal of all materials resulting from reclamation of roadways necessary to be removed in order to compact the reclaimed gravel to the new grades established by the Town Engineer. These areas include **Chester Street**, **Lincoln Street Extension**, **School Street and Church Street**. The work under this item shall conform to the relevant

provisions of Section 120 of the Standard Specifications and the following: Payment for this item shall be the sum total of truckloads of excavated material. A triaxle load will be credited for 20 CY of excavation. Payment for this item shall be at the Contract unit bid price per cubic yard.

Item 129.2 Old Pavement Excavation

SY

The work under these items shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following: The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. This item is for the excavation of driveway aprons and sidewalks deemed necessary by the Engineer, both Portland cement concrete and bituminous concrete. This pay item shall also include excavation of areas in the milled surface where the machine breaks through to gravel. In all cases the areas will be excavated back to a point agreed upon with the Town. The area shall be saw cut where new pavement will meet existing, excavated, fine graded, compacted and prepared for the installation of a 3 inch depth of new hot mix asphalt, or the appropriate depth of Portland cement concrete. Disposal of all excavated pavements is incidental to this item. If processed gravel base course material is required to meet the grading requirements following removal of existing pavement in order to provide proper grading and elevations, it will be placed, fine graded and compacted immediately following the excavation of the area and paid for under Item 152.3. Sawcuts and protection of the three inch vertical joint is incidental to this item. No extra payment will be made to saw cut a second time. Payment for this item shall be at the Contract unit bid price by the square yard.

Item 140.23 Trench Excavation

CY

The work under these items shall conform to the relevant provisions of Section 140 of the Standard Specifications and the following: The work under these items shall include all labor, materials, equipment, required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. material, as directed by the Town Engineer. Payment for this item shall be at the Contract unit price by the cubic yard.

Item 146 Drainage Structure Removed

 $\mathbf{E}\mathbf{A}$

The work under this item shall conform to the relevant provisions of Section 140 of the Standard Specifications and the following:

This item will be used if it is determined by the Town that a structure is in such disrepair that it should not be rebuilt, but instead replaced. Payment for this item shall be at the Contract unit bid price by the each.

Item 152.01 Processed Gravel for Roadway Sub-Base

TON

The work under this item shall conform to the relevant provisions of Section 150 of the Standard Specifications and the following: This item is to be used when material is needed to prepare paving operations in roadways or when unsuitable material has been excavated and cannot be replaced in the road bed . The material will be type C (2" minus) gravel or 0.75 inch crushed stone or as approved by the Town. Payment for this item shall be at the Contract unit bid price by the ton. Processed gravel for sub-base will be paid for at specified contract unit price, and shall

include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer. **Grading and compacting of this material is incidental to this item.**

Item 152.3 Processed Gravel for Sidewalk or Driveway Apron Sub-Base TON

The work under this item shall conform to the relevant provisions of Section 150 of the Standard Specifications and the following:

This item is to be used when unsuitable material has been excavated, or when material is needed to prepare paving operations in sidewalk or driveway apron areas. The material will be type C (2" minus) gravel or 0.75 inch crushed stone or as approved by the Town. Payment for this item shall be at the Contract unit bid price by the ton. Processed gravel for sub-base will be paid for at specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer. **Grading and compacting of this material is incidental to this item.**

Item 201 Catch Basin – Municipal Standard

EA

For all items under section 201 - 358 - All dirt and debris caused by the CONTRACTOR shall be cleaned by the CONTRACTOR at his own expense

Sewer structure adjusted rebuilt and remodeled shall be measured and paid in the same way as Drain structures.

The work under this item shall conform to the relevant provisions of Section 201 of the Standard Specifications and the following:

All work required to install basin and connect to pipes is incidental to this item except for materials which are paid for under item 222. Payment for this item shall be at the Contract unit bid price by the each.

Item 202 Manhole – Municipal Standard

 $\mathbf{E}\mathbf{A}$

The work under this item shall conform to the relevant provisions of Section 202 of the Standard Specifications and the following: All work required to install manhole and connect to pipes is incidental to this item except for materials which are paid for under item 221. Payment for this item shall be at the Contract unit bid price by the each.

Item 204 Gutter Inlet

 $\mathbf{E}\mathbf{A}$

The work under this item shall conform to the relevant provisions of Section 204 of the Standard Specifications and the following: All work required to install gutter inlet and connect to pipes is incidental to this item except for materials which are paid for under item 221. Payment for this item shall be at the Contract unit bid price by the each.

Item 220 Structure Adjusted

EA

The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made from the Town for the adjustment of electrical and gas company castings.

The work under this item shall conform to the relevant provisions of Section 220 of the Standard Specifications and the following: This item includes adjusting all manholes and catch basins on milled streets and all catch basins and manholes in reclaimed areas. Plating of structures and stacking or stockpiling castings is incidental to item 403. The castings will match the proposed top course paving elevation and slope prior to placement of the top course paving.

The work under Item 220 shall include the removal and replacement of any masonry, which shows signs of deterioration, with a full course of bricks or block for a depth of up to eight inches from the bottom of the casting. Work under this item shall include the construction of concrete collars that have a 12 inch wide, 4000 psi, 3/4inch high early strength concrete or as directed, to a depth that locks in the first course of bricks below the casting and finished shovel smooth. The brick used to set the frame flange upon shall meet the industry standard for hardness for supporting castings. The concrete collar shall be installed up to a level that will allow a minimum of the full depth of top course to be placed. Backfilling around the structures shall consist of suitable material thoroughly compacted with mechanical devices. If the structure needs rebuilding greater than eight inches beyond the bottom of the casting, that work will be paid for under Item 220.2. Any adjusted manhole covers which is not seated properly and rattling when driven over shall be improved by eliminating the rattling noise and shall be the responsibility of the CONTRACTOR and considered incidental to this pay item. Payment for this item shall be at the Contract unit bid price by the each.

Item 220.2 Structure Rebuild

VF

The work under this item shall conform to the relevant provisions of Section 220 of the Standard Specifications and the following:

Structures will be inspected during structure adjustment operations by the CONTRACTOR who will notify the Town of condition and before work is done they will mutually agree if a rebuild is required. The work under Item 220.2 shall include the removal and replacement of any masonry, which shows sign of deterioration, with a full course of bricks or block. The CONTRACTOR's particular attention is directed to the following: The depth of each structure to be rebuilt will be determined in the field by CONTRACTOR and the Town; if conditions warrant, it may be required to rebuild the entire structure. Structures requiring less than eight inches of new masonry will be included under Item 220. The removal and installation of the casting is paid for under Item 220.

Work under this item shall include the construction of concrete collars that have a 12 inch wide perimeter of 4000 psi, 3/4inch high early strength concrete or as directed, to a depth that locks in the first course of bricks below the casting and finished shovel smooth. The concrete collar shall be installed to a level that will allow the full depth of top course of bit. conc. pavement to be placed. Backfilling around the structures shall consist of suitable material thoroughly compacted with mechanical devices. Only those structures which require eight inches or more of new masonry as required and to conform to newly proposed slope and elevation changes; for changes in type of structure, or for changes in type of castings will be included under Item 220.2.

Payment for Item 220.2 shall be the vertical height in feet, as measured in feet and tenths of feet, from the bottom of the rebuilt masonry to the finished grade of the casting. If rebuilding is required for more than three (3) feet of depth from the bottom of the rebuilt masonry to the bottom of the existing casting then the amount greater than three (3) feet only will be measured at 1.3 times that measured depth. The CONTRACTOR shall spray white paint the letter "R" next to any casting that is rebuilt. The CONTRACTOR shall also report exact locations and vertical footage of rebuild quantities per structure by the end of the following working day. Payment for this item shall be at the Contract unit bid price by the vertical foot.

Item 220.3 Structure Remodeled

 $\mathbf{E}\mathbf{A}$

The work under this item shall conform to the relevant provisions of Section 220 of the Standard Specifications and the following: Payment for this item shall be at the Contract unit bid price by the each.

Item 221 Frame and Cover

 $\mathbf{E}\mathbf{A}$

The work under this item shall conform to the relevant provisions of Section 220 of the Standard Specifications and the following: All frames and covers installed shall conform to Standard Construction Drawings. The unit price for this item shall constitute full compensation for all materials, labor and equipment required to replace inadequate/broken castings as directed by the Engineer. This item is for replacing broken/damaged/unsuitable frame and covers that are found during operations and for installing on a new manhole. This item includes the cost of purchasing and mobilizing the casting to the project and removing and discarding the existing frames and covers to the The Town Yard, 17 Oak Street. Manhole covers that are loose and rattling subsequent to paving of final course shall be improved to eliminate rattling noise and shall be the responsibility of the CONTRACTOR and considered incidental to this pay item. All other work to install is paid for in item 220. Payment for this item shall be at the Contract unit bid price by the each.

Item 222 Frame and Grate

 $\mathbf{E}\mathbf{A}$

The work under this item shall conform to the relevant provisions of Section 220 of the Standard Specifications and the following: All frames and grates installed shall conform to Standard Construction Drawings. This item is for replacing broken/damaged/unsuitable frames and grates that are found during operations and for new catch basins, if any are needed. The unit price for this item shall constitute full compensation for all materials, labor and equipment required to replace unsuitable/broken castings as directed by the Engineer. This item is for replacing broken frame and covers that are found during operations and for installing on a new catch basin. This item includes the cost of purchasing and mobilizing the casting to the project and removing and discarding the existing frames and grates to the Town Yard at 17 Oak Street. All other work to install is paid for in items 220. Payment for this item shall be at the Contract unit bid price by the each.

Item 230 Installation of Drainage Pipe

ALLOWANCE

The work under this item shall conform to the relevant provisions of Section 230 of the Standard Specifications and the following: All installation of pipe, connection to existing or newly installed structures, labor and equipment costs are incidental to this item. The cost for pipe and all materials, including waste, will be paid for under this item. All trenching will be paid for under item 141. The CONTRACTOR must furnish receipts for piping and any materials necessary to receive payment. Payment for this item shall be at the cost of materials plus 25% for overhead and profit which will be subtracted from the allowance total.

Item 358 Water Gate Box Adjustment

EA

The work under this item shall conform to the relevant provisions of Section 300 of the Standard Specifications and the following: This item includes adjustment of a water gate box on a reclaimed, milled or overlay street prior to final paving operations. Each water gate box will receive at minimum a 2" depth of existing hot mix excavated from around it and the riser checked for movement during structure adjustment work. If the riser needs to be excavated around and broken free to be replaced the CONTRACTOR will do so at no additional cost to the Town. Plating of water gate boxes and stockpiling is incidental to item 403. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings. Backfilling around the new riser shall consist of suitable material thoroughly compacted with mechanical devices up to a depth of two inches below the existing paved or milled surface. The CONTRACTOR will hand tamp new hot mix, paid under Item 451, in around the water gate flush with the milled or overlay surface immediately preceding the paving machine placing final paving course in a manner that will prevent settlement from rolling operations. The CONTRACTOR shall not use a concrete collar in order to facilitate the final adjustment with ease. Every water gate box in the pavement area is considered as requiring adjustment and will be counted and paid for as being adjusted. The CONTRACTOR will make any necessary adjustments prior to or during paving operations as deemed necessary and directed by the Engineer. Gate boxes will be spray-painted blue following placement of final course of pavement. Any damaged gate boxes and broken pieces will be removed and disposed of by the CONTRACTOR. Any gate boxes that are damaged, whether by construction activities, traffic or pre-existing conditions shall be replaced by the CONTRACTOR at no additional cost to the Town. Payment for this item shall be at the Contract unit bid price by the each.

Item 403. Reclaim Pavement for Base Course

SY

The work under this item shall conform to the relevant provisions of Section 403 of the Standard Specifications and the following. The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. The CONTRACTOR shall be compensated for removing and disposing of extra material under Item 120.2 **only** in cases where the new pavement grade is lower than the existing pavement grade. The reclaimed base material graded and compacted in place shall be in conformity with slope and elevation as determined by the CONTRACTOR to meet the requirements of the Town. The CONTRACTOR will dispose of chunk pavement materials and unsuitable materials of any type at the lawful location of their choice; the Town will not accept them. Project limits will be sawcut as needed to insure a sound consistent vertical joint prior to paving. The CONTRACTOR shall be held responsible for

repairing damage to lawn sprinkler systems which are located in the treebelt and the CONTRACTOR shall be compensated for repairs under item 999.002.

Protection of utility structures, adjustments of castings and rebuilds of structures to final grade of the new roadway surface are paid for under Items 220 and 220.2 and are NOT incidental to this item. As noted in the "General Notes" of this proposal, the CONTRACTOR is responsible for any materials which enter the Towns utilities. Stockpiling of castings and plating of structures is incidental to this item.

Item 415.3 Pavement Micromilling

SY

The work under this item shall conform to the relevant provisions of Section 415 of the Standard Specifications and the following: This work shall consist of any depth between a one (1) or two (2) inch average depth micromilling and removal of existing hot mix asphalt (HMA) pavement courses from the project by the CONTRACTOR. It is the intention of this proposal to use an average milling depth with which the slope of the road can by brought to a consistent profile that can accept a consistent thickness of top course paving. The areas to be milled are named roadways, and not parking lots or driveways.

Milling Equipment Requirements

The milling equipment shall be self-propelled with sufficient power, traction, and stability to remove the existing HMA pavement to the specified depth and cross-slope. The milling machine shall be capable of operating at a minimum speed of 10 feet (3 meters) per minute, designed so that the operator can at all times observe the milling operation without leaving the control area of the machine, and equipped with the following:

- (a) A built in automatic grade control system that can control the longitudinal profile and the transverse cross-slope to produce the specified results.
- (b) Longitudinal controls capable of operating from any longitudinal grade reference, including string line, 30 foot (10 meter) ski minimum, 30 foot (10 meter) mobile string line minimum, or a matching shoe.
- (c) The transverse controls shall have an automatic system for controlling cross-slope at a given rate.
- (d) Cutting heads able to provide a minimum 6 foot (2 meter) cutting width and a 0 to 4 inch (0 to 100 mm) deep cut in one pass. The teeth on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture.
- (e) An integral pickup and conveying device to immediately remove milled material from the roadway and discharge the millings into a truck, all in one operation.

- (f) All necessary safety devices such as reflectors, headlights, taillights, flashing lights and back up signals so as to operate safely in both day and night.
- (g) A means of effectively limiting the amount of dust escaping from the milling and removal operation in accordance with local, State, and Federal air pollution control laws and regulations. When milling smaller areas or areas where it is impractical to use the above described equipment, the use of a smaller or lesser-equipped milling machine may be permitted when approved by the Town.

Sweeper Equipment Requirements

The CONTRACTOR shall provide a sufficient number of mechanical sweepers to ensure that the milled surface is free of millings and debris at the end of each day's milling operations. Each sweeper shall be equipped with a water tank, spray assembly to control dust, a pick-up broom, a dual gutter broom, and a dirt hopper. The sweepers shall be capable of removing millings and loose debris from the textured pavement.

Milling Operations

The milling operations shall be scheduled to minimize the duration and placement of traffic on the milled surface. The limits of milling production are subject to the approval of the Town.

The CONTRACTOR shall coordinate milling and paving operations to minimize the exposure of milled surfaces to traffic. The CONTRACTOR shall ensure that milled surfaces are overlaid in a timely manner to avoid damage to the pavement structure. Any damage to the pavement structure resulting from extended exposure of the milled surface to traffic shall be repaired as directed by the Town at the CONTRACTOR's expense.

The existing pavement shall be removed to the average depth as specified in the paving list, in a manner that will restore the pavement surface to a uniform cross-slope and longitudinal profile. The longitudinal profile of the milled surface shall be established using a 30 foot (10 meter) mobile ski, mobile string line, or stationary string line. The cross-slope of the milled surface shall be established by a second sensing device or by an automatic cross-slope control mechanism. The CONTRACTOR will be responsible for providing all grades necessary to remove the material to the proper line, grade, cross section, superelevation, and transitions as directed by the Town. The requirement for automatic grade or slope controls may be waived by the Town in locations warranted by the situation, including intersections and closely confined areas.

The Town may adjust the average milling depth specified in the paving list by \pm 3/4" during each milling pass at no additional payment to minimize delamination of the underlying pavement course or to otherwise provide a more stable surface. If delamination occurs when milling a HMA pavement course, the CONTRACTOR shall cease milling operations and consult the Town to determine whether to reduce the milling depth or make other adjustments to the operation.

Protection of Inlets and Utilities

Throughout the milling operation, protection shall be provided around existing catch basin inlets, manholes, utility valve boxes, and any similar structures. Any damage to such structures as a

result of the milling operation is the CONTRACTOR's responsibility and shall be repaired at the CONTRACTOR's expense. To prevent the infiltration of milled material into the storm sewer system the CONTRACTOR shall take special care to prevent the milled material from falling into the inlet openings or inlet grates. Any milled material that falls into inlet openings or inlet grates shall be removed at the CONTRACTOR's expense.

Vertical Faces

All permanent limits of the milled area shall be sawcut or otherwise neatly cut by mechanical means to provide a clean and sound vertical face. No vertical faces, transverse or longitudinal, shall be left exposed to traffic. If any vertical face is formed in an area exposed to traffic a temporary paved transition with a maximum 12:1 slope shall be established. If the milling machine is used to temporarily transition the milled pavement surface to the existing pavement surface, the temporary transition shall be constructed at a maximum 12:1 slope. The Engineer may direct the CONTRACTOR to prepare vertical faces with a sawcutimmediately preceding paving operations to ensure a neat, smooth transition between existing surfaces and newly placed hot mix asphalt.

Opening to Traffic

Prior to opening a milled area to traffic, the milled surface shall be thoroughly swept with a mechanical sweeper to remove all remaining millings and dust. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to comply with local, State, and Federal air pollution control laws and regulations. Any damage to vehicular traffic as a result of milled material becoming airborne is the responsibility of the CONTRACTOR and shall be repaired at the CONTRACTOR's expense.

Milled Surface Inspection

The milled surface shall provide a satisfactory riding surface with a uniform textured appearance. The milled surface shall be free from gouges, excessive longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, non-uniform milling teeth, improper use of equipment, or otherwise poor workmanship. Any unsatisfactory surfaces produced shall be corrected by re-milling at the CONTRACTOR's expense and to the satisfaction of the Town.

Micromilling Equipment Requirements.

The micromilling machine shall be equipped with a drum specifically designed to provide the surface specified below:

The micromilled pavement surface shall have a transverse pattern of 0.2 inch center to center of each strike area. The CONTRACTOR shall perform surface texture measurements with a 10 foot (3 meter) straightedge in the transverse direction across the milled surface. The milled surface shall have a texture such that the variation from the edge of the straightedge to the top of ridges between any two ridge contact points shall not exceed 1/8 inch (3 mm). The difference in height from the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed 1/16" (1.6 mm). Any point in the surface not meeting these requirements shall be corrected as directed by the Town at the CONTRACTOR's expense.

Compensation - Method of Measurement and Payment.

Micromilling - will be measured for payment by the number of square yards of area from which the milling of existing HMA pavement has been completed and the work accepted. No area deductions will be made for minor unmilled areas such as catch basin inlets, manholes, utility boxes and any similar utility structures.

No separate payments will be made for: performing handwork removal of existing payement and providing protection around catch basin inlets, manholes, utility valve boxes and any similar structures; repairing surface defects as a result of the CONTRACTOR's negligence; sawcutting micromilled limits; installing and removing any temporary transition; removal and disposing of millings; furnishing a sweeper and sweeping after milling. The costs for these items shall be included in the contract unit price for Pay Item 415.3. Payment for this item shall be at the Contract unit bid price per square yard.

Item 440 Calcium Chloride for Dust Control

POUND

Payment for this Item shall be at the Contract unit bid price per pound. The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer. Work under this item will occur when dust control on reclaimed gravel surfaces is required and Item 443 Water for dust control is not practical or desired as determined by the Town. Payment for this item shall be at the Contract unit bid price by the pound.

Item 443 Water for Dust Control

HR

The work under this item includes a water truck with spray capability and driver for dust control or if required to attain compaction during reclaim or equipment rental operations. Water will be provided by the Town at the DPW Facility at 75 West Street. Payment for this item shall be at the Contract unit bid price per hour.

Items 450.22, 450.32, 450.31 Hot Mix Asphalt

TON

The work under the 450 items shall conform to the relevant provisions of Section 450 of the MassDOT Standard Specifications. The CONTRACTOR will submit to the Town their MassDOT approved mix designs. The Items shall consist of 450.24, 450.31, and 450.22. The unit price for items 450.22, 450.24, and 450.31 shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Engineer. The unit price for item 450.22 and 450.31 shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. Tack wagons will not be allowed. The tack coat must be applied by using a tack truck and will be applied at a rate no less than 0.05 gallons per square yard. Tack is incidental to items 450.22 and 450.31. Where necessary, top course end joints will marry into existing pavement upon a 12 to 1 slope in order to provide a smooth transition from a newly paved surface to existing pavement. An excavated keyway sawcut joint may be utilized with the Engineer's approval.

The Town may have a third party Quality Control Inspection Service at the plant testing the hot mix and in the field. The CONTRACTOR must allow the Town's Inspector to utilize the CONTRACTOR's facilities to test such mix as needed. The Town's Inspection Service functions as an advisor to the Town and is not intended to replace the CONTRACTOR's Quality Control people or program. In the event of impending weather detrimental to paving operations the Town reserves the right to suspend all said paving operations. Trucks which have been loaded previous to the notification of suspension of work shall be placed and paid for. Payment for these items shall be at the Contract unit bid price per ton.

Item 451. Hot Mix for Miscellaneous Work

TON

The work under this item shall conform to the relevant provisions of Section 450 of the Standard Specifications and the following: This item will be used to patch areas of milled roadways as necessary to prepare for top course of hot mix where the milling machine breaks through to the existing gravel base. This item will also be used for miscellaneous areas of handwork patching as deemed necessary by the Engineer. The hot mix pavement material will be either a binder or a top as directed by the Town. If patch is matching existing finished top then prior to placement of the top course a tack coat will be placed on all vertical joints and will be incidental to this item. Payment for this item shall be at the Contract unit bid price per ton.

Item No. 466 Single Treated Stone Chip Seal

SY

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated) Specifications". The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer. Payment for this item shall be at the Contract unit bid price per square yard.

Item 470. Hot Mix Asphalt Berm

TON

The work under this item shall conform to the relevant provisions of Section 470 of the Standard Specifications and the following: This work may utilize industry standard berm molds such as 6", 7", 8" round or flat top, and the 12 inch bottom width cape-cod style mold. Tack coat must be applied on surface to receive berm and it must cover the berm foot print. Spraying in advance of the berm operation day is acceptable. Berm must be placed on the binder or milled surface unless otherwise authorized by the Town. Tack coat is incidental to this item. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm". Payment for this item shall be at the Contract unit bid price by the ton.

504.0 Granite Curb Type VA1 - Straight

LF

The work under these items shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place granite curbing, as specified or as directed by the Town Engineer. The length

and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 504 shall constitute full compensation for all labor, materials, and equipment to install granite curbing to new lines and grades as directed by the Town Engineer. This item will be paid at the contract unit price per linear foot.

504.1 Granite Curb Type VA1 - Curved

LF

The work under these items shall conform to the relevant provisions of Section 500 of the Standard Specifications and the following: The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place granite curbing, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 504.1 shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer. This item will be paid at the contract unit price per linear foot.

514 Granite Curb Inlet-Straight 6 Foot Section

 $\mathbf{E}\mathbf{A}$

The work under these items shall conform to the relevant provisions of Section 500 Standard Specifications and the following: The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place granite curbing, as specified or as directed by the Town Engineer. The unit price for this item shall constitute full compensation for all labor, materials, and equipment to install existing granite curbing to new lines and grades as directed by the Town Engineer. This item will be paid at the contract unit price per each.

514.1 Sloped to Vertical Granite Curb 6 Foot Section

EΑ

The work under these items shall conform to the relevant provisions of Section 500 of the Standard Specifications and the following: The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place granite curbing, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for this item shall constitute full compensation for all labor, materials, and equipment to remove and install granite curbing to new lines and grades as directed by the Town Engineer. This item will be paid at the contract unit price per each.

Item 580 Curb Removed and Reset

LF

The work under these items shall conform to the relevant provisions of Section 580 of the Standard Specifications and the following: **This work shall include the removal and replacement of onsite curbing.** The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place granite curbing, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 580 shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer. **The pay limits shall be the linear footage of curbing removed and reset.** This item will be paid at the contract unit price per linear foot.

Item 594.2 Curb Removed and Discarded

The work under this item shall conform to the relevant provisions of Section 580 of the Standard Specifications and the following: **This work shall include the removal and disposal of all types of onsite curbing**. The unit price for this item shall constitute full compensation for all materials, labor and equipment required to remove curbing, as specified or as directed by the Engineer. Roads which are contracted to be milled and overlayed require processed gravel to be placed in the void left by curb removal. **This processed gravel is incidental to this item. The Pay item limits shall be the linear feet of curbing removed and discarded.** This item shall be paid at the contract price per linear foot.

Item 701.01 Isolated Cement Concrete Spot Repairs

SF

The work under these items shall conform to the relevant provisions of Section 701 of the Standard Specifications and the following: Highways and Bridges. The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons. This item shall be measured for payment per square yard. Item 701.3 shall include all labor, materials, equipment and incidental costs required for the saw cut, removal, disposal of isolated areas of existing concrete sidewalk and its subsequent replacement. The areas to be paid under this pay item are for isolated areas no more than fifty feet in length and no more than 28 square yards in area. This pay item applies to all 4" and 6" concrete areas requiring isolated spot repairs. Areas to be repaired within driveway aprons shall include 6x6 welded wire fabric at no additional cost to the Town.

This work shall include the removal and disposal of all materials necessary to repair isolated areas of deficient concrete sidewalk or driveway apron areas. All saw cutting, excavation, welded wire fabric, forming and gravel necessary to complete the work shall be incidental to this item. Isolated spot repairs areas shall be any existing concrete areas within the roadway areas being resurfaced for this project needing repair as directed by the Engineer that are less than 28 square yards in area. The depths of the concrete to be installed are 4" for sidewalk and 6" for driveway aprons and ramps. Welded wire fabric shall be incidental to this item. The pay limits shall be the area in square yards based upon the width of the sidewalk and the length of the sidewalk or driveway aprons. This item shall be measured for payment per square foot.

Item 701.2 4" Concrete Wheelchair Ramp

SY

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 701.2. The unit price for these items shall constitute full compensation for all materials, labor, and equipment

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

Concrete will be placed at a minimum 4" depth. (Please reference Wheelchair Ramp Notes and Specifications). This item shall be measured for payment per square yard.

Item 701.5 Wheelchair Ramp Detectable Warning Strip

SF

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Item 701.5 shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 4 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be red brick in color. The panels shall be installed in accordance with the manufacture's recommendations

This work shall include the installation of wheelchair ramp detectable warning strips as authorized by the Resident Engineer. This item shall be measured for payment per each.

Item 702 Hot Mix Asphalt Sidewalk or Driveway

TON

The work under this item shall conform to the relevant provisions of Section 701 of the Standard Specifications and the following: The unit price for item 703 shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. Water service boxes shall be spray-painted blue after placement of both binder and top courses of bituminous concrete. The Engineer may require gravel to be placed prior to hot mix asphalt placement in areas that the roadway elevations have raised significantly and the Town needs to minimize the thickness of the subsequent placement of the hot mix asphalt aprons and sidewalks to no more than four inches. The Foreman and the Engineer shall pre-determine which driveway apron and sidewalk areas shall require gravel placement prior to placement of hot mix asphalt. The bituminous paving for the driveway aprons and sidewalks shall be constructed with a total depth of 3" in two 1.5" depth courses consisting of hot mix binder and dense top course. All incidental preparation for this item is paid for under Items 129.2 and 152.01. Removing moss, soil, leaves, and debris prior to paving is incidental to this item. Water shut off boxes within the paved surfaces will be set at the final grade and spray-painted blue immediately following both binder and top course paving in the roadway, sidewalk and driveway apron areas. Payment for this item shall be at the Contract unit bid price per ton.

Item 630 Highway Guard Rail

The work under this item shall conform to the relevant provisions of Section 600 of the Standard Specifications and the following: This work includes areas surrounding the High School Parking Lot and on Windsor Street. All Existing wooden Guard Rail shall be removed and disposed. Payment of treated wood removal shall be per ton. Payment of installation of the new Guard Rail shall be by the Linear foot measured along the top edge of the rail element.

Item 751 Loam Borrow

 \mathbf{CY}

The work under this item shall conform to the relevant provisions of Section 750 of the Standard Specifications and the following: This work includes areas as determined by the Town shall be covered with loam and compacted as directed by the Engineer to prevent settlement. Any work needed to prepare the area to receive loam will be incidental to this pay item. Payment for this item shall be at the Contract unit bid price per cubic yard. Triaxle loads will be paid at a rate of 20 cubic yards per load.

Item 765 Seeding

SY

The work under this item shall conform to the relevant provisions of Section 765 of the Standard Specifications and the following: Payment for this item shall be at the Contract unit bid price per square yard.

Item No. 851 Traffic Management

LS

The work for this item shall conform to the relevant provisions of Section 850 of the Standard Specifications, NCHRP 350 and the MUTCD (most current edition) for streets and highways, Traffic Controls for Construction.

999.001 Police Detail ALLOWANCE

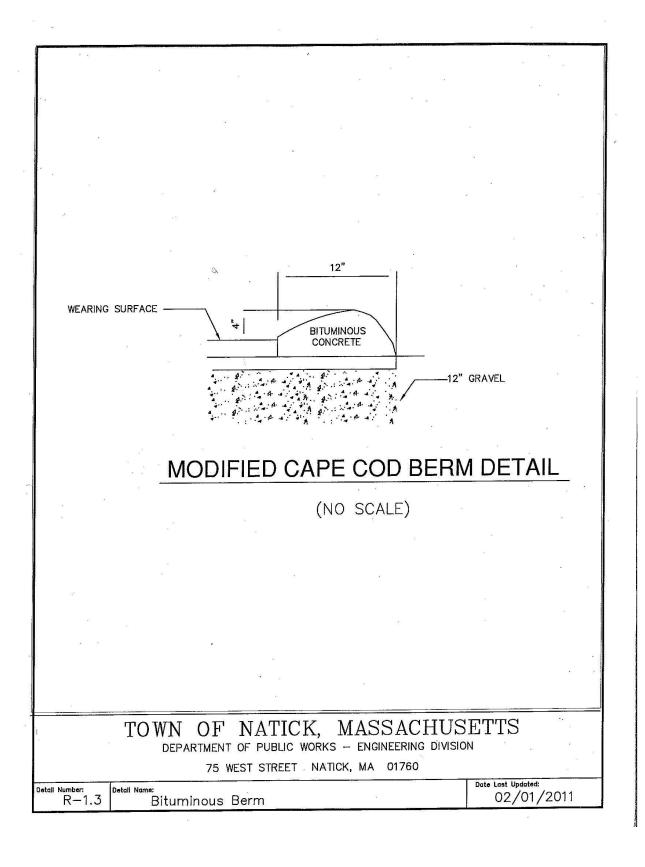
The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The CONTRACTOR shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control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

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

999.002 Sprinkler System, Mailbox and Dog Fence Repairs

ALLOWANCE

The CONTRACTOR shall be responsible for the timely repair of all damages occurring to dog fences, mailboxes and sprinkler systems resulting from construction activities. The Resident Engineer must be made aware of the location and nature of all damages as soon as they occur. All information will be recorded and the CONTRACTOR's supervisor will be notified via email and text that the repairs must be made within the next five working days. All information will be recorded and the CONTRACTOR's supervisor will be notified via email and text that the repairs must be made in the next five working days. Records will be kept by both the CONTRACTOR and Engineer for each address including the nature of the repair, when the damage occurred, when it was reported, and when it was repaired. In order for the CONTRACTOR to receive compensation for the full allowance amount, timely repairs within five working days are required. Failure to make the necessary repairs within the five day period following the reporting of the damage or when the damage actually occurred, will result in an APPROPRIATE reduction of the allowance's compensation payable to the CONTRACTOR. The CONTRACTOR is encouraged to distribute fliers or some other means of communication to property owners requesting markouts of sprinklers and dog fences. Incidental to this item are all materials, tools and equipment, conduit, sleeves, wiring, piping, sprinkler heads, etc, and coordination with property owners and their irrigation CONTRACTORs to complete the necessary repairs. The CONTRACTOR shall not be responsible for repair of dog fences or sprinkler systems if the homeowner is contacted and confirms with the Resident Engineer that no repairs are necessary.



Single Treated Stone Chip Seal Specifications

SCOPE OF WORK

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

DETAILED REQUIREMENTS

Materials

a. Liquid Asphalt

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

b. Latex Additive

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

	Anionic	Cationic
Monomer Ratio	(76 +/- 2/	(76 +/- 2/
(Butadiene/Styrene)	24 +/- 2)	24 +/- 2)
Solids, min %	67	59
Solids, min lbs/gal	5.2	4.8
Coagulum	0.1%	0.1%
pH of Latex	9.5-10.5	4.0-5.5
Brookfield Visc. (Model RVT,	800-2000	5000 max
#3 Spindle @ 20 RPM)		
Mechanical Stability	Excellent	Excellent

c. Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2%

to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

Required Stone Gradation

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

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

Material Quantities

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

Equipment

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

a. Asphalt Distributor

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

material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

b. Asphalt Spreader

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

c. Rollers

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

d. Trucks

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

Construction Methods

a. Streets to be Treated

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

b. Surface Preparation

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

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

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

c. Weather Limitations

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

d. Spreading Asphalt and Treated Stones

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

e. Rolling

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

f. Traffic Control

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

g. Surplus Aggregate

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and shall be the property of the awarding authority. Sweeping will be done after stone seal has

properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

Loam and Seed Borders

SCOPE OF WORK

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

MATERIALS

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

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

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

	10-6-4	8-6-4	7-7-7
Nitrogen	10% min	8% min	7% min
Avail. Potash Acid	6% min	6% min	7% min
Water Soluble Potash	4% min	4% min	7% min

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

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

	Proportion	Germination Min.	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

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

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

METHOD OF CONSTRUCTION

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

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

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

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

METHOD OF MEASUREMENT

Measurements taken for payment shall be by the cubic yard for loam, and by the square yard of the seeding, complete in place. They are two different pay items, 751 and 765, respectively.

BASIS OF PAYMENT

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

C. Notice to Owners of Utilities

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities

of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

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

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6400 xt 2015 William McDowell, Town Engineer

Natick Police Department 508-647-9500 Natick Fire Department 508-647-9550

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

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

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

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

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

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

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

D. Protection of Utilities and Property

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

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

E. Provisions for Travel and Prosecution of the Work

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

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

F. Public Safety and Convenience

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

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

G. Protection and Restoration of Properties

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

H. Property Bounds

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

I. <u>Traffic Control</u>

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

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

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

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

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

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

J. Work Done by Others

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

K. <u>Disposal of Surplus Excavated Materials</u>

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Successful Bidder and shall be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

L. <u>Safety and Health Regulations</u>

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

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

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

M. Successful Bidder's Personnel

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

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

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

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

N. Environmental Conditions

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

O. Traffic Police

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

P. Monthly Price Adjustments

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$ 682.50 per ton (per MassDOT April 2022)

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$4.264 per gallon and the base price for gasoline is \$3.404 per gallon. (per MassDOT Mar. 2022)

MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES

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

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

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

Period Price

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

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

New and Old Asphalt Period Price Methods

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

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

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

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

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

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

MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

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

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be

multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (https://www.mass.gov/service-details/2019-massdot-contract-price-adjustments for the month in which the contract was bid, which includes State Tax.

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

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

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

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

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

ITEMS COVERED FUEL FACTORS

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144. 150, 150.1, 151 and 151.1 (Both Factors used) 0.29 Gallons / CY for Diesel 0.15 Gallons / CY for Gasoline

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

Q. Measurement and Payment

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

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

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

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

R. <u>Contract Term</u>

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2022. Time is of the essence in the performance of services rendered by the CONTRACTOR under this Contract. The CONTRACTOR, therefore, shall achieve final completion of the work by November 15, 2022, unless previously agreed to, in writing by the Town.

Section 4. Bid Submission Requirements

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

- 1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall

- eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful

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

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Improvements at Various Locations - 2022" shall be received by 9:00 A.M., local time, May 12, 2022 at this address:

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

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

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

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

Section 6. Selection Process and Award

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

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

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first

certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

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

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

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

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

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

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

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

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its work including, without limitation, statutes, by-

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

Section 8. Insurance

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

Section 9. Indemnification

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

Section 10. Performance Bond Requirements

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

Section 11. Labor and Materials Payment Bond Requirements

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

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

The use of alcoholic beverages, narcotics, controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer,

employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

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

Section 14. Criminal Background Screening

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

Section 15. Appendices

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

and _____cents

APPENDIX 1 TOWN OF NATICK BID FORM

(9 pages)

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2022. Printed Name of Bidder: Address: Bidder acknowledges receipt of Addenda ____One ___Two___Three___Four The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below: Total Price in Words:_____ Total Price in Numbers:_____ For Add/Alternate # 1 Add______Dollars

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

ITEM	OR LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
100.00	02 Laborer, per hour	400 Hours	\$
	Dollars and Cents (\$)		
103	Tree Removed under 24" diameter, per each	12 EA*	\$
	Dollars and Cents (\$)		
104	Tree Removed over 24" diameter, per each	3 EA	\$
	Dollars and Cents (\$)		
104	Stump Removed any size per each	15 EA	\$
	Dollars and Cents (\$)		
120	Earth Excavation, per cubic yard,	1,460 CY	\$
	Dollars and Cents (\$)		
129.2	Old Pavement Excavation, per square yard,	8,000 SY	\$
	Dollars and Cents (\$)		

ITEM	OR LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
141	Trench Excavation, per cubic yard,	60 CY*	\$
	Dollars and Cents (\$)		
146	Drainage Structure Removed, per each,	1 EA*	\$
	Dollars and Cents (\$)		
152	Processed Gravel, per cubic yard	465 C.Y.	\$
	Dollars and Cents (\$)		
201	Catch Basin Municipal-Standard per each,	l, 1 EA*	\$
	Dollars and Cents (\$)		
202	Manhole Municipal-Standard per each,	0 EA	\$
	Dollars and Cents (\$)		
204	Gutter Inlet, per each,	1 EA*	\$
	Dollars and		

ITEM	OR LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
220	Structure Adjusted, per each,	160 EA	\$
	Dollars and Cents (\$)		
220.2	Structure Rebuild, per vertical linear foot,	25 V.F.	\$
	Dollars and Cents (\$)		
220.5	Structure Remodeled, per each,	40 EA.	\$
	Dollars and Cents (\$)		
221	Frame and Cover per each,	10 EA.	\$
	Dollars and Cents (\$)		
222.3	Frame and Grate Municipal Standard, per each	20 EA.	\$
	Dollars and Cents (\$)		
230	Installation of Drainage Pipe	Allowance	\$ 5,000.00

	OR LUMP SUM PRICE BID IN BOTH	ESTIMATED	TOTAL IN FIGURES
	WORDS AND FIGURES	QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY
	Water Gate Box Adjustment, Wtr Svc box Adj. per each	390 EA	\$
	Dollars and Cents (\$)		
	Reclaim Pavement for Base Course, per square yard	32,800 SY	\$
	Dollars and Cents (\$)		
415.3	Pavement Micromilling, per square yard	26,500 SY	\$
	Dollars and Cents (\$)		
440	Calcium Chloride – Dust Contro per pound	l, 5,000 LBS	\$
	Dollars and Cents (\$)		
443	Water for Dust Control, per Hour	40 Hours*	\$
	Dollars and Cents (\$)		
450.22	Bit. Conc. Top Course, 9.5mm, per ton.	5,180 Tons	\$
	Dollars and		
UNIT (Cents (\$) OR LUMP SUM		TOTAL IN FIGURES

ITEM	PRICE BID IN BOTH	ESTIMATED	(UNIT PRICE TIMES
NO.	WORDS AND FIGURES	QUANTITY	ESTIMATED QUANTITY
450.24	Bit. Conc. Binder Course, 19.5mm, per ton.	4,750 Tons	\$
	Dollars and Cents (\$)		
450.31	Bit. Conc. Leveling Course, 12.5mm, per ton.	250 Tons	\$
	Dollars and Cents (\$)		
451	Hot Mix for Miscellaneous Work per Ton	x, 60 Tons	\$
	Dollars and Cents (\$)		
466	Single Treated Stone Chip Seal, per square yard	0 S.Y.	\$
	Dollars and Cents (\$)		
470	Hot Mix Asphalt Berm, per linear foot	20,400 L.F.*	\$
	Dollars and Cents (\$)		
504	Granite Curbing Straight, Type VA4, per linear foot	400 L.F.	\$
	Dollars and Cents (\$)		

UNIT OR LUMP SUM

TOTAL IN FIGURES

	PRICE BID IN BOTH VORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY
504.1	Granite Curbing Curved, Type VA4, per linear foot Dollars and Cents (\$)	1,200 L.F.	\$
514	Granite Curb Inlet-Straight 6 Foot Section, per each	5 EA.*	\$
	Dollars and Cents (\$)		
514.1	Sloped to Vertical Granite Curb 6 Foot Section, per each	0 EA.	\$
	Dollars and Cents (\$)		
580	Curb Removed and Reset, per linear foot	780 L.F.	\$
	Dollars and		
	Hot Mix Asphalt Berm Removed and Discarded, per linear foot	14,300 L.F.	\$
	Dollars and Cents (\$)		
594.2	Curb Removed and Discarded, per linear foot	265 L.F.	\$
	Dollars and Cents (\$)		
UNIT	OR LUMP SUM		TOTAL IN FIGURES

	PRICE BID IN BOTH ORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY)
632.4	Install Wooden Guard Rail Per Linear Foot	980 LF	\$
	Dollars and Cents (\$)		
630	Wooden Guard Rail Remove and Discard Per Ton	5 Ton	\$
	Dollars and Cents (\$)		
701.01	Isolated Cement Concrete Spot Repairs per square yard	30 SY	\$
	Dollars and Cents (\$)		
701.2	4" Cement Concrete Wheelchair Ramps, per square yard	600 SY	\$
	Dollars and		
701.5	Cast in Place, 2'x 4' Tactile Warning Panels, per each	86 EA.	\$
	Dollars and Cents (\$)		
702	Hot Mix Asphalt Sidewalk or Driveway, & Sidewalks, per ton.	1,950 Tons	\$
	Dollars and Cents (\$)		

UNIT OR LUMP SUM

TOTAL IN FIGURES

	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	(UNIT PRICE TIMES ESTIMATED QUANTITY)
751	Loam Borrow, per cubic yard	2,015 CY	\$
	Dollars and Cents (\$)		
765	Seeding, per square yard	14,500 S.Y.	\$
	Dollars and Cents (\$)		
851	Traffic Management Lump Sum	LS	\$
	Dollars and		
861.1	12 Pavement Markings 4 inch (Paint)Per linear foot	3,200 L.F.	\$
	Dollars and Cents (\$)		
999 .(001 Natick Police Details, per man-hour Fifty Dollars and Zero Cents (\$50.00)	1,200 MH*	\$60,000.00
999.0	02 Sprinkler System and Dog Fence Repairs	Allowance	\$10,000.00

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

APPENDIX 1-a TOWN OF NATICK ADD/ALTERNATE BID FORM

(3 pages)

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2022.

Printed Name of Bidder:	
Address:	
	<u> </u>
ne Bidder hereby pledges to deliver the complete scope of services required for the DD/ALTERNATE Work, for the price shown below:	
otal Price in Words:	
otal Price in Numbers:	
nit Prices, which will not be directly used for purposes of award, are as shown on the followinges:	ng

UNIT	OR LUMP SUM		TOTAL IN FIGURES
	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	`
100.00	02 Laborer, per hour	10 Hours	\$
	Dollars and Cents (\$)		
103	Tree Removed under 24" diameter, per each	2 EA*	\$
	Dollars and Cents (\$)		
104	Stump Removed any size per each	2 EA	\$
	Dollars and Cents (\$)		
120	Earth Excavation, per cubic yard,	70 CY	\$
	Dollars and Cents (\$)		
129.2	Old Pavement Excavation, per square yard,	1,400 SY	\$
	Dollars and Cents (\$)		
141	Trench Excavation, per cubic yard,	10 CY*	\$
	Dollars and Cents (\$)		

	OR LUMP SUM PRICE BID IN BOTH	ESTIMATED	TOTAL IN FIGURES (UNIT PRICE TIMES
NO.	WORDS AND FIGURES	QUANTITY	ESTIMATED QUANTITY
152	Processed Gravel, per cubic yard	50 C.Y.	\$
	Dollars and Cents (\$)		
403	Reclaim Pavement for Base Course, per square yard	3,850 SY	\$
	Dollars and Cents (\$)		
415.3	Pavement Micromilling, per square yard	0 SY	\$
	Dollars and Cents (\$)		
443	Water for Dust Control, per Hour	24 Hours*	\$
	Dollars and Cents (\$)		
450.22	Bit. Conc. Top Course, 9.5mm, per ton.	185 Ton	\$
	Dollars and Cents (\$)		
450.24	Bit. Conc. Binder Course, 19.5mm, per ton.	275 Ton	\$
	Dollars and Cents (\$)		
451	Hot Mix for Miscellaneous Work per Ton	, 30 Ton*	\$
	Dollars and Cents (\$)		

ITEM	OR LUMP SUM PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY
470	Hot Mix Asphalt Berm, per linear foot	1,000 L.F.	\$
	Dollars and Cents (\$)		
632.4	Install Wooden Guard Rail Per Linear Foot	100 LF	\$
	Dollars and Cents (\$)		
701.2	4" Cement Concrete Wheelchair Ramps, per square yard	20 SY	\$
	Dollars and Cents (\$)		
701.5	Cast in Place, 2'x 4' Tactile Warning Panels, per each	2 EA.	\$
	Dollars and Cents (\$)		
702	Hot Mix Asphalt Sidewalk or Driveway, & Sidewalks, per ton.	15 Ton	\$
	Dollars and Cents (\$)		
751	Loam Borrow, per cubic yard	320 CY	\$
	Dollars and Cents (\$)		
765	Seeding, per square yard	1,920 S.Y.	\$
	Dollars and Cents (\$	S)	

861.1 Pavement Markings 4 inch (Paint)Per linear foot	1,000 L.F.	\$
Dollars and Cents (\$)		

Bidder certifies as follows:

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

^{*} Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids. Bidder certifies as follows:

- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status).
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

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

In the alternative, and subject to available funding, the Town reserves the right, pursuant to M.G. L. c.30, sec. 39M to award one (1) contract, if at all, to the lowest responsible and eligible Bidder based upon the lowest total cost to provide the required services in the Main Bid Work, plus Add/Alternate 1, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

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

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

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

Authorized Signature		
Printed Name		
Printed Title		
Date		
If a Corporation: Full Legal Name		

Officers of Corporation and Addresses	
State of Incorporation	
Principal Place of Business	
Telephone Number	
Qualified in Massachusetts Yes No	
Principal Place of Business in Massachusetts	
Telephone Number	
Full Legal Name of Surety Company	
Principal Place of Business of Surety Company	

Telephone Number		
Admitted in Massachusetts	Yes	No
Place of Business in Massach	nusetts	
Telephone Number		

Appendix 2 CERTIFICATE OF NON-COLLUSION

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

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

Appendix 3 CERTIFICATE OF TAX COMPLIANCE

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

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

Appendix 4 CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

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

Appendix 5 CERTIFICATE OF CORPORATE BIDDER

	I,	, cert	ify that I am the Clerk of the Corporation
named	as Bidder in the attacl	hed Bid Form; that	, who signed said Bid on
behalf o	of the Bidder was thei	1	of said Corporation and was duly
authoriz	zed to sign said Bid F	orm; and that I know	his/her signature thereto is genuine.
	C	,	
(Corpo	orate Seal)		
(Corpc	rate Sear)		
Name of	of Bidder		
Addres	s of Bidder		
	N. 1		
reiepno	one Number		
D.			
	(Signature)		
	(Signature)		
	Printed Name		
	Printed Title		

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.

Date

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

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

Name of Bidder
Address of Bidder
rudices of Bluder
Telephone Number
By:
(Signature)
Printed Name
Printed Title
rimed rine
Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

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

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

Appendix 8 CERTIFICATE OF NON-DEBARMENT

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

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

Appendix 9 PREVAILING WAGE RATES

(SEE ATTACHED DOCUMENT.)

Appendix 10 FORM OF CONTRACT

(SEE ATTACHED DOCUMENT.)



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

Prevailing Wage Rates

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

ROSALIN ACOSTA Secretary MICHAEL FLANAGAN Director

Town of Natick, Massachusetts

Awarding Authority: Contract Number: Description of Work:

City/Town: NATICK

"Pavement Surfacing" for the project with an estimated value of \$1,576,985.00 will be required.

IFB: Annual Roadway Improvements 2022-MassDOT prequalification of contractors with the class of work as

Job Location: Various Locations, Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
LABORERS - ZONE 2	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
To the state of the popular	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER" AIR TRACK OPERATOR (HEAVY & HIGHWAY)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
LABORERS - ZONE 2 (HEAVY & HIGHWAY)						
For apprentice rates see "Apprentice- LABORER (Heavy and Highway) ACRESTOS DEMOVED DIDE (MECH. FOLUDT				00.45	00.00	
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
LABORERO - ZOIVE 2	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

	ffective Date - tep percent	01/01/2020 Appre	ntice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	65		\$29.97	\$7.07	\$11.69	\$0.00	\$48.73	
2	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	1 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	
N	lotes:							
Ā	 .pprentice to Jou	rneyworker Ratio:1:4						
RICK/STONE/A ATERPROOFIN		SONRY (INCL. MASONRY	02/01/202	22 \$55.0)1 \$11.39	\$21.65	\$0.00	\$88.05

Apprentice -	BRICK/PLASTER/CEMENT MASON - Local 3 Lowell
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Effecti	ve Date -	02/01/2022				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$27.51	\$11.39	\$21.65	\$0.00	\$60.55
2	60		\$33.01	\$11.39	\$21.65	\$0.00	\$66.05
3	70		\$38.51	\$11.39	\$21.65	\$0.00	\$71.55
4	80		\$44.01	\$11.39	\$21.65	\$0.00	\$77.05
5	90		\$49.51	\$11.39	\$21.65	\$0.00	\$82.55
Notes:							
Appre	ntice to Jo	urneyworker Ratio:1:5					
	R/SCRAP	ER	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00 \$80.:

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00

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Ciassification			Effective Dat	e base wage	Health	1 Chiston	Unemployment	
For apprentice	rates see "	Apprentice- LABORER"					,	
AISSON & U ABORERS - FOUR		INNING TOP MAN AND MARINE	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice	rates see "	Apprentice- LABORER"						
		L OPERATOR	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
ABORERS - ZONE	2 2		06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
			12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
			06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
			12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
•••	rates see "	Apprentice- LABORER"						
CARPENTER CARPENTERS - 700	NF 2 (Fast	ern Massachusetts)	03/01/2022	\$44.53	\$8.68	\$19.97	\$0.00	\$73.18
ARI ENTERS -20	NE 2 (Eusi	ern wassacnuseus)	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
			03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43
	Apprer		ern MA					
		ve Date - 03/01/2022	A 2 D W	TT 1/1	D.	Supplemental	m , 15	
	Step	percent	Apprentice Base Wage		Pension	Unemployment		
	1	50	\$22.27	\$8.68	\$1.73	\$0.00	\$32.68	
	2	60	\$26.72	\$8.68	\$1.73	\$0.00	\$37.13	
	3	70	\$31.17	\$8.68	\$14.78	\$0.00	\$54.63	
	4	75	\$33.40	\$8.68	\$14.78	\$0.00	\$56.86	
	5	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81	
	6	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81	
	7	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00	
	8	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00	
		ve Date - 09/01/2022				Supplemental		
	Step	percent	Apprentice Base Wage		Pension	Unemployment		
	1	50	\$22.59	\$8.68	\$1.73	\$0.00		
	2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52	
	3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09	
	4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35	
	5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33	
	6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33	
	7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58	
	8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58	
	Notes:							
% Indentured After 10/1/17; 45/45/55/ Step 1&2 \$30.45/ 3&4 \$36.57/ 5&6 \$:							i	
	Apprei	ntice to Journeyworker Ratio:1:5						
				\$22.16	\$7.21	\$4.80	\$0.00	\$35.17
CARPENTER '	WOOD I		04/01/2021	\$23.16	\$ 7.21	ψ 1.00	40.00	φυυ,
CARPENTER V	WOOD I		04/01/2021 04/01/2022		\$7.21	\$4.80	\$0.00	\$35.67

Effective Date Base Wage Health

Classification

Supplemental

Unemployment

Pension

Total Rate

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Supplemental Unemployment

Apprentice -	CARPENTER	(Wood Frame)	- Zone 3
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Effect	ive Date -	04/01/2021	,					
Step	percent	01/01/2021	Apprentice Base Wag	e Health	Pension	Supplemental Unemployment	Total Rate	
1	60		\$13.90	\$7.21	\$0.00	\$0.00	\$21.11	
2	60		\$13.90	\$7.21	\$0.00	\$0.00	\$21.11	
3	65		\$15.05	\$7.21	\$0.00	\$0.00	\$22.26	
4	70		\$16.21	\$7.21	\$0.00	\$0.00	\$23.42	
5	75		\$17.37	\$7.21	\$3.80	\$0.00	\$28.38	
6	80		\$18.53	\$7.21	\$3.80	\$0.00	\$29.54	
7	85		\$19.69	\$7.21	\$3.80	\$0.00	\$30.70	
8	90		\$20.84	\$7.21	\$3.80	\$0.00	\$31.85	
Effect	ive Date -	04/01/2022				Supplemental		
Step	percent		Apprentice Base Wag	e Health	Pension	Unemployment	Total Rate	
1	60		\$14.20	\$7.21	\$0.00	\$0.00	\$21.41	
2	60		\$14.20	\$7.21	\$0.00	\$0.00	\$21.41	
3	65		\$15.38	\$7.21	\$0.00	\$0.00	\$22.59	
4	70		\$16.56	\$7.21	\$0.00	\$0.00	\$23.77	
5	75		\$17.75	\$7.21	\$3.80	\$0.00	\$28.76	
6	80		\$18.93	\$7.21	\$3.80	\$0.00	\$29.94	
7	85		\$20.11	\$7.21	\$3.80	\$0.00	\$31.12	
8	90		\$21.29	\$7.21	\$3.80	\$0.00	\$32.30	
Notes	% Indent	ured After 10/1/17; 45/4						
 Annre		\$17.63/3&4 \$19.95/5 urneyworker Ratio:1:5	<u>&6 \$27.22/ 7&8 \$29.54</u>					
						400	***	
JNKY.	/PLASTER	ING	01/01/20	20 \$45.23	\$12.75	\$22.41	\$0.62	81.01

CEMENT MAS

BRICKLAYERS LOCAL 3 (LOWELL)

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

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Apprentice - PAINTER Local 35 - BRIDGES/TANKS

	Step	ve Date - 01/01/2022 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	;
	1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48	}
	2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43	
	3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69)
	4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94	
	5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84	
	6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10)
	7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35	
	8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85	
	Effecti	ve Date - 07/01/2022				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	;
	1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08	
	2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09)
	3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41	
	4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72	
	5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68	
	6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00)
	7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31	
	8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93	
	Notes:	Steps are 750 hrs.						
	Appre	ntice to Journeyworker Ratio:1:	1					
MO: ADZEN ORERS - ZONE			12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
OKEKS - ZONE	2		06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
			12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
			06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
For apprentice	rates see "	Apprentice- LABORER"	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
MO: BACKI	HOE/LC	DADER/HAMMER OPERATOR	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
ORERS - ZONE	2		06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
			12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
			06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
			12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
		Apprentice- LABORER"						
MO: BURNI Orers - zone			12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
JALING - ZONE	-		06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
			12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
			06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
			12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
LABORERS - ZONE 2	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
LABORERS - ZONE 2	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
LABORERS - ZONE 2	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
ELECTRICIANS LOCAL 103	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

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ELEVATOR CONSTRUCTORS LOCAL 4

Pension

Apprentice -	ELECTRICIAN - Local 103
Dec D	02/01/2022

Step	ive Date - 03/01/2022 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rat
1	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
2	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
3	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.4
4	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.4
5	50	\$28.66	\$13.00	\$16.10	\$0.00	\$57.70
6	55	\$31.53	\$13.00	\$16.58	\$0.00	\$61.1
7	60	\$34.39	\$13.00	\$17.04	\$0.00	\$64.4
8	65	\$37.26	\$13.00	\$17.52	\$0.00	\$67.7
9	70	\$40.12	\$13.00	\$17.98	\$0.00	\$71.10
10	75	\$42.99	\$13.00	\$18.46	\$0.00	\$74.4
Effecti	ive Date - 09/01/2022				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rat
1	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.2
2	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.2
3	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.0
4	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.0
5	50	\$29.38	\$13.00	\$16.12	\$0.00	\$58.5
6	55	\$32.32	\$13.00	\$16.60	\$0.00	\$61.9
7	60	\$35.26	\$13.00	\$17.07	\$0.00	\$65.3
8	65	\$38.19	\$13.00	\$17.55	\$0.00	\$68.7
9	70	\$41.13	\$13.00	\$18.01	\$0.00	\$72.1
10	75	\$44.07	\$13.00	\$18.49	\$0.00	\$75.5
Notes:	:					- — — —
i	App Prior 1/1/03; 30/35/40	0/45/50/55/65/70/75/80				
1						

20220331-064 **Issue Date:** 03/31/2022 **Wage Request Number:** Page 9 of 31

Pension

Total Rate

Marchine	-	-	ELEVATOR CONSTRUCTOR -	Local 4					
1 50				Apprentice Base Wage	Health	Pension		Total Ra	ite
Section				\$32.81	\$16.03	\$0.00	\$0.00	\$48.3	84
Notes: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year	2	55							
Notes: Steps 1-2 are 6 most; Steps 3-5 are 1 year Apprentice to Journeyworker Ratio:1:1	3	65		\$42.65	\$16.03	\$20.21	\$0.00	\$78.5	89
Notes: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year	4	70		\$45.93	\$16.03	\$20.21	\$0.00	\$82.	17
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year Apprentice to Journeyworker Ratio:1:1	5	80		\$52.50	\$16.03	\$20.21	\$0.00	\$88.	74
### Apprentice to Journeyworker Ratio:1:1 ELEVATOR CONSTRUCTOR HELPER ### Apprentice trans see "Apprentice: ELEVATOR CONSTRUCTOR" FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) ### FINCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) ### For apprentice rates see "Apprentice: LABORER (Heavy and Highway) ### FIELD ENG INST. PERSON-BLDG, SITE, HVY/HWY ### For apprentice rates see "Apprentice-OPERATING ENGINEERS" ### FIELD ENG-PARTY CHIEF-BLDG, SITE, HVY/HWY ### HI01/2021 ### For apprentice rates see "Apprentice-OPERATING ENGINEERS" ### FIELD ENG-PARTY CHIEF-BLDG, SITE, HVY/HWY ### HI01/2021 ### For apprentice rates see "Apprentice-OPERATING ENGINEERS" ### FIELD ENG-PARTY CHIEF-BLDG, SITE, HVY/HWY ### HI01/2021 ### For apprentice rates see "Apprentice-OPERATING ENGINEERS" ### FIELD ENG-PARTY CHIEF-BLDG, SITE, HVY/HWY ### HI01/2021 ### For apprentice rates see "Apprentice-OPERATING ENGINEERS" ### FIELD ENG-PARTY CHIEF-BLDG, SITE, HVY/HWY ### HI01/2021 ### For apprentice rates see "Apprentice-OPERATING ENGINEERS" ### FIELD ENG-POPERSON-BLDG, SITE, HVY/HWY ### HI01/2021 ### For apprentice rates see "Apprentice-OPERATING ENGINEERS" ### FIELD ENG-POPERSON-BLDG, SITE, HVY/HWY ### HI01/2021 ### For apprentice rates see "Apprentice-OPERATING ENGINEERS" ### FIELD ENG-POPERSON-BLDG, SITE, HVY/HWY ### HI01/2021 ### FOR APPRENTIAL ENGINEERS IJOCAL 4 ### BOS/01/2022 ### S23.16 ### S13.75 ### S15.80 ### S0.00 ### S3.38 ### For apprentice rates see "Apprentice-OPERATING ENGINEERS" ### FIELD ENG-POPERSON-BLDG, SITE, HVY/HWY ### BOS/01/2022 ### S23.16 ### S13.00 ### S13.00 ### S20.00 ### S3.38 ### FOR apprentice rates see "Apprentice-DECATING ENGINEERS" ### FIELD ENG-POPERSON-BLDG, SITE, HVY/HWY ### BOS/01/2022 ### S13.00	No								-
ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTOR HELPER For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR" FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway) FOR EXPRENDING PROPERTY OF THE PROPER	į	Steps 1	-2 are 6 mos.; Steps 3-5 are 1 ye	ar					İ
FILED ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	A _I	pprentice to J	Journeyworker Ratio:1:1						-
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LaBorers - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway) FIELD ENG INST. PERSON-BLDG, SITE, HVY/HWY For apprentice rates see "Apprentice- OPERATING ENGINEERS" FIELD ENG PARTY CHIEF-BLDG, SITE, HVY/HWY For apprentice rates see "Apprentice- OPERATING ENGINEERS" FIELD ENG PARTY CHIEF-BLDG, SITE, HVY/HWY FOR APPRENTING ENGINEERS LOCAL 4 OS/01/2022 \$47.86 \$13.75 \$15.80 \$0.00 \$77.41 FOR APPRENTING ENGINEERS LOCAL 4 OS/01/2022 \$49.22 \$13.75 \$15.80 \$0.00 \$78.77 FOR APPRENTING ENGINEERS LOCAL 4 OS/01/2022 \$49.22 \$13.75 \$15.80 \$0.00 \$78.77 FIELD ENG ROD PERSON-BLDG, SITE, HVY/HWY OPERATING ENGINEERS LOCAL 4 OS/01/2022 \$23.16 \$13.75 \$15.80 \$0.00 \$78.77 FIELD ENG ROD PERSON-BLDG, SITE, HVY/HWY OPERATING ENGINEERS LOCAL 4 OS/01/2022 \$23.83 \$13.75 \$15.80 \$0.00 \$52.71 OPERATING ENGINEERS LOCAL 4 OS/01/2022 \$57.32 \$13.00 \$20.82 \$0.00 \$53.38 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FIRE ALARM INSTALLER O3/01/2022 \$58.76 \$13.00 \$20.82 \$0.00 \$91.14 ELECTRICIANS LOCAL 103 O9/01/2022 \$44.71 \$13.00 \$18.74 \$0.00 \$94.34 For apprentice rates see "Apprentice- ELECTRICIAN" FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS O9/01/2022 \$44.71 \$13.00 \$18.74 \$0.00 \$76.45 LOCAL 103 O9/01/2022 \$44.71 \$13.00 \$18.74 \$0.00 \$76.45 FOR apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN" FIREMAN (ASST. ENGINEER) 12/01/2021 \$44.76 \$14.00 \$16.05 \$0.00 \$71.81 FIREMAN (ASST. ENGINEER) 12/01/2021 \$24.50 \$9.10 \$16.64 \$0.00 \$50.24 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) 12/01/2021 \$24.50 \$9.10 \$16.64 \$0.00 \$70.85 FOR Apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) 12/01/2021 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88			HELPER	01/01/2022	2 \$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice-OPERATING ENGINEERS" 11/01/2021	For apprentice rates	s see "Apprentice	- ELEVATOR CONSTRUCTOR"						
FIELD ENG.INST.PERSON-BLDG,SITE.HVY/HWY OFERATING ENGINEERS LOCAL 4 OS/01/2022 S47.86 S13.75 S15.80 S0.00 S76.08 OPERATING ENGINEERS LOCAL 4 OS/01/2022 S47.86 S13.75 S15.80 S0.00 S77.41 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 OS/01/2022 S49.22 S13.75 S15.80 S0.00 S77.61 OPERATING ENGINEERS LOCAL 4 OS/01/2022 S49.22 S13.75 S15.80 S0.00 S78.77 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FIELD ENG. ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 OS/01/2022 S23.83 S13.75 S15.80 S0.00 S52.71 OPERATING ENGINEERS LOCAL 4 OS/01/2022 S23.83 S13.75 S15.80 S0.00 S53.38 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FIRE ALARM INSTALLER OS/01/2022 S57.32 S13.00 S20.82 S0.00 S91.14 ELECTRICIANS LOCAL 103 O9/01/2022 S58.76 S13.00 S20.82 S0.00 S91.44 ELECTRICIANS LOCAL 103 O9/01/2022 S58.76 S13.00 S20.82 S0.00 S94.34 For apprentice rates see "Apprentice- ELECTRICIAN" FIRE ALARM REPAIR / MAINTENANCE O3/01/2022 S44.71 S13.00 S18.74 S0.00 S76.45 / COMMISSIONING ELECTRICIANS O9/01/2022 S44.71 S13.00 S18.87 S0.00 S78.29 O3/01/2023 S48.34 S13.00 S19.01 S0.00 S78.29 For apprentice rates see "Apprentice- ELECOMMUNICATIONS TECHNICIAN" FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS OPERATING ENGINEERS FLAGGER & SIGNALER (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- DEPRATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- DEPRATING ENGINEERS" FLOORCOVERER O3/01/2022 S44.93 S8.68 S20.27 S0.00 S78.88			,	12/01/202	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
### OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FIELD ENG, PARTY CHIEF-BLDG, SITE, HVY/HWY 11/01/2021 \$48.06 \$13.75 \$15.80 \$0.00 \$77.41	For apprentice rates	s see "Apprentice	- LABORER (Heavy and Highway)						
O5/01/2022 \$47.86 \$13.75 \$15.80 \$0.00 \$77.41			.DG,SITE,HVY/HWY	11/01/2021	\$46.53	\$13.75	\$15.80	\$0.00	\$76.08
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OFFICIAL ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OFFICIAL ENG.PORTY CHIEF-BLDG,SITE,HVY/HWY For apprentice rates see "Apprentice- OPERATING ENGINEERS" FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY II/01/2021 \$23.16 \$13.75 \$15.80 \$0.00 \$78.77 FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY II/01/2021 \$23.16 \$13.75 \$15.80 \$0.00 \$52.71 OFFICIAL ENGINEERS LOCAL 4 FOR apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN" FIRE ALARM REPAIR / MAINTENANCE OFFICIAL ENGINEER LOCAL 4 FOR apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN" FIREMAN (ASST. ENGINEER) OFFICIAL ENGINEER LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGOREMS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway) FLOORCOVERER OSONO STR.88			ODED ATING ENGINEEDS!	05/01/2022	\$47.86	\$13.75	\$15.80	\$0.00	\$77.41
## OFFICIAL OFFIC OFFICIAL OFFICIAL OFFICIAL OFFICIAL OFFIC OFFICIAL OFFICIAL OFFICIAL OFFICIAL OFFICI				11/01/2021		012	Φ1.7.00	Φ0.00	0== <4
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY PILOD ENG.ROD PERSON-BLDG,SITE,HVY/HWY POPERATING ENGINEERS LOCAL 4 05/01/2022 \$23.83 \$13.75 \$15.80 \$0.00 \$52.71 05/01/2022 \$23.83 \$13.75 \$15.80 \$0.00 \$53.38 For apprentice rates see "Apprentice-OPERATING ENGINEERS" FIRE ALARM INSTALLER 203/01/2022 \$57.32 \$13.00 \$20.82 \$0.00 \$91.14 ELECTRICIANS LOCAL 103 09/01/2022 \$58.76 \$13.00 \$20.86 \$0.00 \$92.62 03/01/2023 \$60.43 \$13.00 \$20.86 \$0.00 \$92.62 For apprentice rates see "Apprentice-ELECTRICIAN" FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONINGELECTRICIANS 09/01/2022 \$44.71 \$13.00 \$18.74 \$0.00 \$76.45 LOCAL 103 09/01/2022 \$46.42 \$13.00 \$18.87 \$0.00 \$78.29 03/01/2023 \$48.34 \$13.00 \$19.01 \$0.00 \$80.35 For apprentice rates see "Apprentice-TELECOMMUNICATIONS TECHNICIAN" FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice-OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice-LABORER (Heavy and Highway) FLOORCOVERER 03/01/2022 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88			DG,SIIL,IIV 1/IIW 1						
### OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FIRE ALARM INSTALLER #### ELECTRICIANS LOCAL 103 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2023 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2022 ### 103/01/2023	For apprentice rates	s see "Apprentice	- OPERATING ENGINEERS"	05/01/2022	2 \$49.22	\$13./5	\$13.80	\$0.00	\$/8.//
O5/01/2022 S23.83 S13.75 S15.80 S0.00 S53.38	FIELD ENG.ROD	PERSON-BL	DG,SITE,HVY/HWY	11/01/2021	\$23.16	\$13.75	\$15.80	\$0.00	\$52.71
FIRE ALARM INSTALLER 03/01/2022 \$57.32 \$13.00 \$20.82 \$0.00 \$91.14 ELECTRICIANS LOCAL 103 09/01/2022 \$58.76 \$13.00 \$20.86 \$0.00 \$92.62 03/01/2023 \$60.43 \$13.00 \$20.91 \$0.00 \$94.34 For apprentice rates see "Apprentice-ELECTRICIAN" FIRE ALARM REPAIR / MAINTENANCE 03/01/2022 \$44.71 \$13.00 \$18.74 \$0.00 \$76.45 COMMISSIONING ELECTRICIANS 09/01/2022 \$46.42 \$13.00 \$18.87 \$0.00 \$78.29 O3/01/2023 \$48.34 \$13.00 \$19.01 \$0.00 \$80.35 For apprentice rates see "Apprentice-TELECOMMUNICATIONS TECHNICIAN" FIREMAN (ASST. ENGINEER) 12/01/2021 \$41.76 \$14.00 \$16.05 \$0.00 \$71.81 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice-OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) 12/01/2021 \$24.50 \$9.10 \$16.64 \$0.00 \$50.24 LABORERS - ZONE 2 (HEAVY & HIGHWAY) 12/01/2022 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88 FLOORCOVERER 03/01/2022 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88	OPERATING ENGINEE	RS LOCAL 4					\$15.80		
ELECTRICIANS LOCAL 103 09/01/2022 \$58.76 \$13.00 \$20.86 \$0.00 \$92.62 03/01/2023 \$60.43 \$13.00 \$20.91 \$0.00 \$94.34 For apprentice rates see "Apprentice-ELECTRICIAN" FIRE ALARM REPAIR / MAINTENANCE	For apprentice rates	s see "Apprentice	- OPERATING ENGINEERS"						
O9/01/2022 \$58,76 \$13.00 \$20.86 \$0.00 \$92.62				03/01/2022	2 \$57.32	\$13.00	\$20.82	\$0.00	\$91.14
FIRE ALARM REPAIR / MAINTENANCE	ELECTRICIANS LOCAL	2 103		09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
/ COMMISSIONING ELECTRICIANS 109/01/2022 \$46.42 \$13.00 \$18.87 \$0.00 \$78.29 03/01/2023 \$48.34 \$13.00 \$19.01 \$0.00 \$80.35 For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN" FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway) FLOORCOVERER 03/01/2022 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88	For apprentice rates	s see "Apprentice	- ELECTRICIAN"	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34
COMMISSIONINGELECTRICIANS 09/01/2022 \$46.42 \$13.00 \$18.87 \$0.00 \$78.29	FIRE ALARM REI	PAIR / MAIN	TENANCE	03/01/2022	2 \$44.71	\$13.00	\$18.74	\$0.00	\$76.45
O3/01/2023 \$48.34 \$13.00 \$19.01 \$0.00 \$80.35	LOCAL 102	/ COM	MISSIONINGELECTRICIANS	09/01/2022			\$18.87	\$0.00	
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway) FLOORCOVERER 03/01/2022 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88	LOCAL 103			03/01/2023	3 \$48.34	\$13.00	\$19.01	\$0.00	\$80.35
OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS" FLAGGER & SIGNALER (HEAVY & HIGHWAY) 12/01/2021 \$24.50 \$9.10 \$16.64 \$0.00 \$50.24 LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway) \$371.70 \$4.50 \$9.10 \$16.64 \$0.00 \$50.24 FLOORCOVERER 03/01/2022 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88	For apprentice rates	s see "Apprentice	- TELECOMMUNICATIONS TECHNIC	CIAN"					
FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway) FLOORCOVERER 03/01/2022 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88	,)	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
LABORERS - ZONE 2 (HEAVY & HIGHWAY) \$24.50 \$37.10 \$30.24 For apprentice rates see "Apprentice- LABORER (Heavy and Highway) \$12.01/2021 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88	For apprentice rates	s see "Apprentice	- OPERATING ENGINEERS"						
FLOORCOVERER 03/01/2022 \$49.93 \$8.68 \$20.27 \$0.00 \$78.88		,		12/01/202	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
05/01/2022 $07/01/2022$ $07/01/2022$ $07/01/2022$	For apprentice rates	s see "Apprentice	- LABORER (Heavy and Highway)						
			I	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88

Issue Date: 03/31/2022 Wage Request Number: 20220331-064 Page 10 of 31

Pension

Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone	Ι
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]	Effective Date - 03/01/2022 Supplemental									
;	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	e		
	1	50	\$24.97	\$8.68	\$1.79	\$0.00	\$35.44	ļ		
	2	55	\$27.46	\$8.68	\$1.79	\$0.00	\$37.93	3		
	3	60	\$29.96	\$8.68	\$14.90	\$0.00	\$53.54	ļ		
	4	65	\$32.45	\$8.68	\$14.90	\$0.00	\$56.03	}		
	5	70	\$34.95	\$8.68	\$16.69	\$0.00	\$60.32	2		
	6	75	\$37.45	\$8.68	\$16.69	\$0.00	\$62.82	2		
	7	80	\$39.94	\$8.68	\$18.48	\$0.00	\$67.10)		
	8	85	\$42.44	\$8.68	\$18.48	\$0.00	\$69.60)		
			\$/55/55/70/70/80/80 (1500hr Steps) \$39.66/ 5&6 \$60.32/ 7&8 \$67.10 • Ratio:1:1				 			
	RK LIFT/CHERRY PICKER ERATING ENGINEERS LOCAL 4		12/01/202	1 \$51.3	38 \$14.00	\$16.05	\$0.00	\$81.43		
For apprentice ra	ites see '	"Apprentice- OPERATING EN	GINEERS"							
	ENERATOR/LIGHTING PLANT/HEATERS PERATING ENGINEERS LOCAL 4		12/01/202	1 \$33.6	59 \$14.00	\$16.05	\$0.00	\$63.74		
For apprentice ra	ates see '	"Apprentice- OPERATING EN	GINEERS"							
,	SS PL	ANK/AIR BARRIER/II	NTERIOR 01/01/2022	2 \$43.1	6 \$8.65	\$23.05	\$0.00	\$74.86		
SYSTEMS) Glaziers local 3º	(STEMS) AZIERS LOCAL 35 (ZONE 2)		07/01/2022	2 \$44.3	\$8.65	\$23.05	\$0.00	\$76.06		
,2,12,12,13,13,13,13,13,13	, (201,12	/	01/01/2023	3 \$45.5	\$8.65	\$23.05	\$0.00	\$77.26		
			07/01/2023	3 \$46.7	76 \$8.65	\$23.05	\$0.00	\$78.46		
			01/01/2024	1 \$47.9	96 \$8.65	\$23.05	\$0.00	\$79.66		
			07/01/2024	1 \$49.1	88.65	\$23.05	\$0.00	\$80.86		
			01/01/2025	5 \$50.3	86 \$8.65	\$23.05	\$0.00	\$82.06		

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Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effect Step	tive Date -	01/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	*						
1	50		\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55		\$23.74	\$8.65	\$6.27	\$0.00	\$38.60
3	60		\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65		\$28.05	\$8.65	\$7.41	\$0.00	\$44.1
5	70		\$30.21	\$8.65	\$19.63	\$0.00	\$58.4
6	75		\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80		\$34.53	\$8.65	\$20.77	\$0.00	\$63.93
8	90		\$38.84	\$8.65	\$21.91	\$0.00	\$69.4
Effect	tive Date -	07/01/2022				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rat
1	50		\$22.18	\$8.65	\$0.00	\$0.00	\$30.8
2	55		\$24.40	\$8.65	\$6.27	\$0.00	\$39.3
3	60		\$26.62	\$8.65	\$6.84	\$0.00	\$42.1
4	65		\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70		\$31.05	\$8.65	\$19.63	\$0.00	\$59.3
6	75		\$33.27	\$8.65	\$20.20	\$0.00	\$62.1
7	80		\$35.49	\$8.65	\$20.77	\$0.00	\$64.9
8	90		\$39.92	\$8.65	\$21.91	\$0.00	\$70.4
Notes	:						
i	Steps are 75	50 hrs.					
Appro	entice to Jour	rneyworker Ratio:1:1	. — — — — — .				
		GRADALLS		\$51.		\$16.05	\$0.00

Issue Date: 03/31/2022

Total Rate

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09/01/2021

09/01/2022

\$51.40

\$53.85

\$13.80

\$13.80

\$17.14

\$17.14

\$0.00

\$0.00

\$82.34

\$84.79

HEAT & FROST INSULATORS LOCAL 6 (BOSTON)

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER

IRONWORKERS LOCAL 7 (BOSTON AREA)

\$26.50

\$0.00

\$85.30

\$8.20

Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rat
1	50	\$25.70	\$13.80	\$12.42	\$0.00	\$51.92
2	60	\$30.84	\$13.80	\$13.36	\$0.00	\$58.00
3	70	\$35.98	\$13.80	\$14.31	\$0.00	\$64.09
4	80	\$41.12	\$13.80	\$15.25	\$0.00	\$70.17
Effect Step	ive Date - 09/01/2022 percent	Apprentice Base Wage		Pension	Supplemental Unemployment	Total Rate
		Apprentice Base Wage		Pension		Total Rate
		Apprentice Base Wage \$26.93		Pension \$12.42		Total Rate
Step	percent		Health		Unemployment	
Step 1	percent 50	\$26.93	Health \$13.80	\$12.42	Unemployment \$0.00	\$53.15

03/16/2022

\$50.60

	Effecti	ve Date - 03/16/2022				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total R	ate
	1	60	\$30.36	\$8.20	\$26.50	\$0.00	\$65	.06
	2	70	\$35.42	\$8.20	\$26.50	\$0.00	\$70	.12
	3	75	\$37.95	\$8.20	\$26.50	\$0.00	\$72	.65
	4	80	\$40.48	\$8.20	\$26.50	\$0.00	\$75	.18
	5	85	\$43.01	\$8.20	\$26.50	\$0.00	\$77	.71
	6	90	\$45.54	\$8.20	\$26.50	\$0.00	\$80	.24
	Notes:							_
		** Structural 1:6; Ornamental 1:4						
	Appre	ntice to Journeyworker Ratio:**						_
	HAMMER & PAVING BREAKER OPERATOR		12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
ORERS - ZONE	. 2		06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
			12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
			06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
			12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice	rates see '	Apprentice- LABORER"						

			Effective Dat	e Base Wage	e Health		Supplemental Unemployment	Total Ra
ABORER ZONE	. 2		12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
LABORERS - ZONE	2		06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
			12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
			06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
			12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
	Effect	ntice - LABORER - Zone 2 ive Date - 12/01/2021	Accounting Date Wasse	II 141.	D	Supplemental Unemployment		
	Step	percent	Apprentice Base Wage		Pension			
	1	60	\$21.25	\$9.10	\$16.64	\$0.00		
	2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53	
	3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07	
	4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61	
	Effect: Step	ive Date - 06/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment		
	1	60	\$21.79	\$9.10	\$16.64	\$0.00		
	2	70	\$25.42	\$9.10	\$16.64	\$0.00		
	3	80	\$29.05	\$9.10	\$16.64	\$0.00		
	4	90						
	•	N	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42	
	Notes:							
	Appre	ntice to Journeyworker Ratio:1:5						
ABORER (HE ABORERS - ZONE		· · · · · · · · · · · · · · · · · · ·	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
		ntice - LABORER (Heavy & High ive Date - 12/01/2021 percent	way) - Zone 2 Apprentice Base Wage	Health	Pension	Supplemental Unemployment		
	Effect	ive Date - 12/01/2021		Health \$9.10	Pension \$16.64		Total Rate	
	Effect Step	ive Date - 12/01/2021 percent	Apprentice Base Wage			Unemployment	Total Rate \$46.99	
	Effect Step	percent 12/01/2021 60	Apprentice Base Wage \$21.25	\$9.10	\$16.64	Unemployment \$0.00	Total Rate \$46.99 \$50.53	
	Step 1 2	ive Date - 12/01/2021 percent 60 70	Apprentice Base Wage \$21.25 \$24.79	\$9.10 \$9.10	\$16.64 \$16.64	\$0.00 \$0.00	Total Rate \$46.99 \$50.53 \$54.07	
	Step 1 2 3	percent 12/01/2021 percent 60 70 80 90	Apprentice Base Wage \$21.25 \$24.79 \$28.33	\$9.10 \$9.10 \$9.10	\$16.64 \$16.64 \$16.64	\$0.00 \$0.00 \$0.00	Total Rate \$46.99 \$50.53 \$54.07	
	Step 1 2 3 4 Notes:	percent 12/01/2021 percent 60 70 80 90	Apprentice Base Wage \$21.25 \$24.79 \$28.33	\$9.10 \$9.10 \$9.10	\$16.64 \$16.64 \$16.64	\$0.00 \$0.00 \$0.00	Total Rate \$46.99 \$50.53 \$54.07	
ABORER: CA	Step 1 2 3 4 Notes:	percent 60 70 80 90 entice to Journeyworker Ratio:1:5	Apprentice Base Wage \$21.25 \$24.79 \$28.33	\$9.10 \$9.10 \$9.10 \$9.10	\$16.64 \$16.64 \$16.64	\$0.00 \$0.00 \$0.00	Total Rate \$46.99 \$50.53 \$54.07	\$61.15
ABORER: CA	Step 1 2 3 4 Notes:	percent 60 70 80 90 entice to Journeyworker Ratio:1:5	\$21.25 \$24.79 \$28.33 \$31.87	\$9.10 \$9.10 \$9.10 \$9.10 \$9.10	\$16.64 \$16.64 \$16.64	\$0.00 \$0.00 \$0.00 \$0.00	** Total Rate	\$61.15 \$62.05
ABORER: CA	Step 1 2 3 4 Notes:	percent 60 70 80 90 entice to Journeyworker Ratio:1:5	\$21.25 \$24.79 \$28.33 \$31.87	\$9.10 \$9.10 \$9.10 \$9.10 \$35.41 \$36.31	\$16.64 \$16.64 \$16.64 \$16.64 ———————————————————————————————————	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$16.64	Total Rate \$46.99 \$50.53 \$54.07 \$57.61	
	Step 1 2 3 4 Notes:	percent 60 70 80 90 entice to Journeyworker Ratio:1:5	Apprentice Base Wage \$21.25 \$24.79 \$28.33 \$31.87 12/01/2021 06/01/2022	\$9.10 \$9.10 \$9.10 \$9.10 \$35.41 \$36.31 \$37.16	\$16.64 \$16.64 \$16.64 \$16.64 \$9.10	\$0.00 \$0.00 \$0.00 \$0.00 \$16.64 \$16.64	\$46.99 \$50.53 \$54.07 \$57.61	\$62.05

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	12/01/2021	\$35.50	\$9.10	\$16.70	\$0.00	\$61.30
	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
T. C. LADONENI	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER" LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
LABORER: MULTI-TRADE TENDER	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"	12/01/2025	Ψ30.70	ψ2.10	Ψ10.0.	φοιου	ψ01.70
LABORER: TREE REMOVER	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and rem clearance incidental to construction . For apprentice rates see "Apprentice- LABORE		bs when related	to public work	s construction	or site	
LASER BEAM OPERATOR	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$43.69	\$11.39	\$20.37	\$0.00	\$75.45

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Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.37	\$0.00	\$53.61
2	60	\$26.21	\$11.39	\$20.37	\$0.00	\$57.97
3	70	\$30.58	\$11.39	\$20.37	\$0.00	\$62.34
4	80	\$34.95	\$11.39	\$20.37	\$0.00	\$66.71
5	90	\$39.32	\$11.39	\$20.37	\$0.00	\$71.08
Notes						
						İ
Appre	ntice to Journeyworker	Ratio:1:3				

Effecti Step	ve Date - 02/01/2022 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$28.59	\$11.39	\$22.31	\$0.00	\$62.29	
2	60	\$34.30	\$11.39	\$22.31	\$0.00	\$68.00	
3	70	\$40.02	\$11.39	\$22.31	\$0.00	\$73.72	
4	80	\$45.74	\$11.39	\$22.31	\$0.00	\$79.44	
5	90	\$51.45	\$11.39	\$22.31	\$0.00	\$85.15	
Notes:						 	
Appre	ntice to Journeyworker Ratio:1						
ECH. SWEEPER OP PERATING ENGINEERS LO	ERATOR (ON CONST. SITES) OCAL 4	12/01/202	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see '	Apprentice- OPERATING ENGINEERS	"					
ECHANICS MAINT PERATING ENGINEERS LO		12/01/202	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see '	Apprentice- OPERATING ENGINEERS	"					
ILLWRIGHT (Zone 2	·	01/03/2022	2 \$40.67	\$8.58	\$21.57	\$0.00	\$70.82
LLWRIGHTS LOCAL 1121	- Zone 2	01/02/2023	3 \$41.92	\$8.58	\$21.57	\$0.00	\$72.07

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Total Rate

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01/01/2024

07/01/2024

01/01/2025

\$58.46

\$59.66

\$60.86

\$8.65

\$8.65

\$8.65

\$23.05

\$23.05

\$23.05

\$0.00

\$0.00

\$0.00

\$90.16

\$91.36

\$92.56

Total Rate

Step	ive Date - percent	01/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	e
1	50		\$26.83	\$8.65	\$0.00	\$0.00	\$35.48	8
2	55		\$29.51	\$8.65	\$6.27	\$0.00	\$44.43	3
3	60		\$32.20	\$8.65	\$6.84	\$0.00	\$47.69	9
4	65		\$34.88	\$8.65	\$7.41	\$0.00	\$50.94	4
5	70		\$37.56	\$8.65	\$19.63	\$0.00	\$65.84	4
6	75		\$40.25	\$8.65	\$20.20	\$0.00	\$69.10	0
7	80		\$42.93	\$8.65	\$20.77	\$0.00	\$72.35	5
8	90		\$48.29	\$8.65	\$21.91	\$0.00	\$78.85	5
Effecti	ive Date -	07/01/2022				Supplemental		
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	e
1	50		\$27.43	\$8.65	\$0.00	\$0.00	\$36.08	3
2	55		\$30.17	\$8.65	\$6.27	\$0.00	\$45.09	9
3	60		\$32.92	\$8.65	\$6.84	\$0.00	\$48.41	1
4	65		\$35.66	\$8.65	\$7.41	\$0.00	\$51.72	2
5	70		\$38.40	\$8.65	\$19.63	\$0.00	\$66.68	8
6	75		\$41.15	\$8.65	\$20.20	\$0.00	\$70.00	0
7	80		\$43.89	\$8.65	\$20.77	\$0.00	\$73.31	1
8	90		\$49.37	\$8.65	\$21.91	\$0.00	\$79.93	3
Notes:			. — — — — .					
	Steps are	750 hrs.					i	
Appre	ntice to Joi	urneyworker Ratio:1:1						
		AST, NEW) *	01/01/2022	\$44.56	\$8.65	\$23.05	\$0.00	\$
		painted are new construction ERS LOCAL 35 - ZONE 2	, 07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$
, SHAII UC	uscu.FAINI	ERS LOCAL 33 - ZUIVE 2	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$
			07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$
			01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$
			07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$

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01/01/2025

\$51.76

\$8.65

\$23.05

\$0.00

\$83.46

\$23.05

\$23.05

\$23.05

\$23.05

\$0.00

\$0.00

\$0.00

\$0.00

Total Rate Unemployment

Step	ve Date - 01/01/2022 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$22.28	\$8.65	\$0.00	\$0.00	\$30.93	
2	55	\$24.51	\$8.65	\$6.27	\$0.00	\$39.43	
3	60	\$26.74	\$8.65	\$6.84	\$0.00	\$42.23	
4	65	\$28.96	\$8.65	\$7.41	\$0.00	\$45.02	
5	70	\$31.19	\$8.65	\$19.63	\$0.00	\$59.47	
6	75	\$33.42	\$8.65	\$20.20	\$0.00	\$62.27	
7	80	\$35.65	\$8.65	\$20.77	\$0.00	\$65.07	
8	90	\$40.10	\$8.65	\$21.91	\$0.00	\$70.66	
Effecti Step	ve Date - 07/01/2022 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
$\frac{3cp}{1}$	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53	
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09	
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95	
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80	
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31	
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17	
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03	
8	90	\$41.18	\$8.65	\$20.77	\$0.00	\$71.74	
Notes:	Steps are 750 hrs.						
Appre	ntice to Journeyworker Ratio:1:1					'	
*	SANDBLAST, REPAINT)	01/01/2022	2 \$42.62	\$8.65	\$23.05	\$0.00	\$74.
OCAL 35 - ZONE	. 2	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.:
		01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.

07/01/2023

01/01/2024

07/01/2024

01/01/2025

\$46.22

\$47.42

\$48.62

\$49.82

\$8.65

\$8.65

\$8.65

\$8.65

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\$77.92

\$79.12

\$80.32

\$81.52

\$0.00

\$0.00

\$80.86

\$82.06

\$23.05

\$23.05

Pension

Total Rate

Effect Step	ive Date - percent	01/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50		\$21.31	\$8.65	\$0.00	\$0.00	\$29.96	
2	55		\$23.44	\$8.65	\$6.27	\$0.00	\$38.36	
3	60		\$25.57	\$8.65	\$6.84	\$0.00	\$41.06	
4	65		\$27.70	\$8.65	\$7.41	\$0.00	\$43.76	
5	70		\$29.83	\$8.65	\$19.63	\$0.00	\$58.11	
6	75		\$31.97	\$8.65	\$20.20	\$0.00	\$60.82	
7	80		\$34.10	\$8.65	\$20.77	\$0.00	\$63.52	
8	90		\$38.36	\$8.65	\$21.91	\$0.00	\$68.92	
Effect Step	ive Date -	07/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50		\$21.91	\$8.65	\$0.00	\$0.00	\$30.56	
2	55		\$24.10	\$8.65	\$6.27	\$0.00	\$39.02	
3	60		\$26.29	\$8.65	\$6.84	\$0.00	\$41.78	
4	65		\$28.48	\$8.65	\$7.41	\$0.00	\$44.54	
5	70		\$30.67	\$8.65	\$19.63	\$0.00	\$58.95	
6	75		\$32.87	\$8.65	\$20.20	\$0.00	\$61.72	
7	80		\$35.06	\$8.65	\$20.77	\$0.00	\$64.48	
8	90		\$39.44	\$8.65	\$21.91	\$0.00	\$70.00	
Notes	Steps are	750 hrs.						
Appro	entice to Jo	urneyworker Ratio:1:1						
ER / TAPER (B			01/01/2022	2 \$43.16	\$8.65	\$23.05	\$0.00	\$74.
		painted are new construction TERS LOCAL 35 - ZONE 2	, 07/01/2022	2 \$44.36	\$8.65	\$23.05	\$0.00	\$76.
oann iaic shall bi	uscu.FAINI	ERG LOCAL 33 - ZONE 2	01/01/2023	3 \$45.56	\$8.65	\$23.05	\$0.00	\$77.
			07/01/2023	3 \$46.76	\$8.65	\$23.05	\$0.00	\$78.

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07/01/2024

01/01/2025

\$49.16

\$50.36

\$8.65

\$8.65

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Pension

Total Rate Unemployment

Effecti	ive Date - 01/01/2022				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40
Effecti	ive Date - 07/01/2022				Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate

Effect	ive Date -	07/01/2022				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55		\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60		\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65		\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70		\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75		\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80		\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90		\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Note		
	Steps are 750 hrs.	
L _		
Appı	ntice to Journeyworker Ratio:1:1	

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2022	\$41.22	\$8.65	\$23.05	\$0.00	\$72.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

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Total Rate

PILE DRIVER

PILE DRIVER LOCAL 56 (ZONE 1)

PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

Pension

	Step	ve Date - 01/01/2022 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Ra	ite
	1	50	\$20.61	\$8.65	\$0.00	\$0.00	\$29.2	26
	2	55	\$22.67	\$8.65	\$6.27	\$0.00	\$37.	59
	3	60	\$24.73	\$8.65	\$6.84	\$0.00	\$40.2	22
	4	65	\$26.79	\$8.65	\$7.41	\$0.00	\$42.3	35
	5	70	\$28.85	\$8.65	\$19.63	\$0.00	\$57.	13
	6	75	\$30.92	\$8.65	\$20.20	\$0.00	\$59.	77
	7	80	\$32.98	\$8.65	\$20.77	\$0.00	\$62.4	40
	8	90	\$37.10	\$8.65	\$21.91	\$0.00	\$67.0	56
	Effectiv	ve Date - 07/01/2022				Supplemental		
	Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Ra	ite
	1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.8	36
	2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.2	25
	3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.9	94
	4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.0	63
	5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.9	97
	6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.0	67
	7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63	36
	8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.	74
	Notes:	Steps are 750 hrs.						
	Apprer	tice to Journeyworker Ratio:1:1						-
		ARKINGS (HEAVY/HIGHWAY) '& HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.1
For apprentice	rates see "	Apprentice- LABORER (Heavy and Highwa	y)					
		JCKS DRIVER L NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.2
		STRUCTOR (UNDERPINNING A	AND 08/01/2020			\$23.12	\$0.00	

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08/01/2020

\$9.40

\$49.07

\$23.12

\$0.00

\$81.59

Total Rate

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06	
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96	
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87	
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32	
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78	
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78	
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68	
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68	
Notes	<u> </u>						
į		(1/17; 45/45/55/55/70/70/80/80 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25				i	
Appr	entice to Journeyworker	Ratio:1:5					
TTER & STEA	MFITTER	03/01/2022	\$57.94	\$11.70	\$20.24	\$0.00	\$89.

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.18	\$11.70	\$8.25	\$0.00	\$43.13
2	45	\$26.07	\$11.70	\$20.24	\$0.00	\$58.01
3	60	\$34.76	\$11.70	\$20.24	\$0.00	\$66.70
4	70	\$40.56	\$11.70	\$20.24	\$0.00	\$72.50
5	80	\$46.35	\$11.70	\$20.24	\$0.00	\$78.29
— — Notes:						
	** 1:3; 3:15; 1:10 therea	after / Steps are 1 yr.				

Apprentice to Journeyworker Ratio:**						
PIPELAYER	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PLUMBERS &			03/01/2022	\$61.79	\$14.07	\$18.36	\$0.00	\$94.22
PLUMBERS & GA	ISFITTERS L	OCAL 12	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
			02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
			09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
			03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
			09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
			03/02/2025		\$14.07	\$18.36	\$0.00	\$104.77
		tice - PLUMBER/GASFITTER - Lo	ocal 12					
	Effectiv			77 14	ъ.	Supplemental	T . 1 D .	
		percent	Apprentice Base Wage		Pension	Unemployment	Total Rate	
	1	35	\$21.63	\$14.07	\$6.63	\$0.00	\$42.33	
	2	40	\$24.72	\$14.07	\$7.52	\$0.00	\$46.31	
	3	55	\$33.98	\$14.07	\$10.24	\$0.00	\$58.29	
	4	65	\$40.16	\$14.07	\$12.04	\$0.00	\$66.27	
	5	75	\$46.34	\$14.07	\$13.85	\$0.00	\$74.26	
	Effectiv					Supplemental		
		percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	35	\$22.22	\$14.07	\$6.63	\$0.00	\$42.92	
	2	40	\$25.40	\$14.07	\$7.52	\$0.00	\$46.99	
	3	55	\$34.92	\$14.07	\$10.24	\$0.00	\$59.23	
	4	65	\$41.27	\$14.07	\$12.04	\$0.00	\$67.38	
	5	75	\$47.62	\$14.07	\$13.85	\$0.00	\$75.54	
	Notes:	**12.26.210.414.510/9						
		** 1:2; 2:6; 3:10; 4:14; 5:19/Steps at Step4 with lic\$69.00, Step5 with lic\$	-				į	
		tice to Journeyworker Ratio:**						
PNEUMATIC			02/01/2021	\$57.04	¢11.70	\$20.24	\$0.00	¢00.00
PIPEFITTERS LO	CAL 537		03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
		apprentice- PIPEFITTER" or "PLUMBER/PIPDOL OPERATOR	efitter" 12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
ABORERS - ZON	VE 2		06/01/2022		\$9.10	\$16.64	\$0.00	\$62.30
			12/01/2022		\$9.10	\$16.64	\$0.00	\$63.15
			06/01/2023		\$9.10	\$16.64	\$0.00	\$64.05
			12/01/2023		\$9.10	\$16.64	\$0.00	\$64.95
For apprentic	e rates see "A	apprentice- LABORER"	12/01/2023	φυσ.Δ1	φ2.10	Ψ10.0Τ	40.00	ψ υτ. <i>J</i>
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)		12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40	
LABORERS - ZON For apprentic	*	& HIGHWAY) apprentice- LABORER (Heavy and Highway)						
POWDERMA		STER	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
ABORERS - ZON	IE 2		06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
			12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
			06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80

Effective Date Base Wage Health

Classification

Supplemental

Unemployment

Pension

Total Rate

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER	01/01/2022	\$25.75	\$9.76	\$4.00	\$0.00	\$39.51
TEAMSTERS 170 - Dauphinais (Bellingham)	12/01/2022	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	01/01/2023	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	12/01/2023	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	01/01/2024	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	12/01/2024	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
	01/01/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
RECLAIMERS	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
ENDORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) ROOFERS LOCAL 33	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Apprentice -	ROOFER - Local 33
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Effecti	ive Date -	02/01/2022				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50		\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
2	60		\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
3	65		\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
4	75		\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
5	85		\$39.98	\$12.28	\$19.45	\$0.00	\$71.71

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:**

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - 4	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89

	ive Date - 02/01/2022				Supplemental		
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	:
1	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36	
2	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36	
3	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81	
4	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81	
5	52	\$27.92	\$13.80	\$12.23	\$1.62	\$55.57	
6	52	\$27.92	\$13.80	\$12.48	\$1.63	\$55.83	
7	60	\$32.22	\$13.80	\$13.87	\$1.80	\$61.69	
8	65	\$34.91	\$13.80	\$14.84	\$1.91	\$65.46	
9	75	\$40.28	\$13.80	\$16.77	\$2.13	\$72.98	
10	85	\$45.65	\$13.80	\$18.20	\$2.33	\$79.98	
Notes	Steps are 6 mos.						
Appr	entice to Journeyworker Ratio:1:4						
CIALIZED EART STERS JOINT COUNC	H MOVING EQUIP < 35 TONS CIL NO. 10 ZONE B	12/01/202	\$36.24	\$13.41	\$16.01	\$0.00	\$65.6
CIALIZED EART STERS JOINT COUNC	H MOVING EQUIP > 35 TONS CIL NO. 10 ZONE B	12/01/202	\$36.53	\$13.41	\$16.01	\$0.00	\$65.9
NKLER FITTER		03/01/2022	2 \$64.36	\$10.44	\$22.10	\$0.00	\$96.9
KLER FITTERS LOCA	AL 550 - (Section A) Zone 1	10/01/2022	2 \$66.06	\$10.44	\$22.10	\$0.00	\$98.6
		03/01/2023	\$67.76	\$10.44	\$22.10	\$0.00	\$100.
		10/01/202	\$69.51	\$10.44	\$22.10	\$0.00	\$102.
		10/01/2023	φ07.51	4			4
		03/01/2024		\$10.44	\$22.10	\$0.00	\$103.8

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Total Rate

	Step	ve Date - 03/01/2022 percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	e
	1	35	\$22.53	\$10.44	\$12.35	\$0.00	\$45.32	2
	2	40	\$25.74	\$10.44	\$13.10	\$0.00	\$49.28	3
	3	45	\$28.96	\$10.44	\$13.85	\$0.00	\$53.25	5
	4	50	\$32.18	\$10.44	\$14.60	\$0.00	\$57.22	2
	5	55	\$35.40	\$10.44	\$15.35	\$0.00	\$61.19)
	6	60	\$38.62	\$10.44	\$16.10	\$0.00	\$65.16	5
	7	65	\$41.83	\$10.44	\$16.85	\$0.00	\$69.12	2
	8	70	\$45.05	\$10.44	\$17.60	\$0.00	\$73.09)
	9	75	\$48.27	\$10.44	\$18.35	\$0.00	\$77.06	5
	10	80	\$51.49	\$10.44	\$19.10	\$0.00	\$81.03	3
		ve Date - 10/01/2022	Apprentice Base Wage	Haalth	Pension	Supplemental Unemployment	Total Rate	
	Step 1	percent						
	2	35	\$23.12	\$10.44	\$12.35	\$0.00	\$45.91	
	3	40	\$26.42	\$10.44	\$13.10	\$0.00	\$49.96	
	4	45	\$29.73	\$10.44	\$13.85	\$0.00	\$54.02	
	5	50	\$33.03	\$10.44	\$14.60	\$0.00	\$58.07	
	6	55	\$36.33	\$10.44	\$15.35	\$0.00	\$62.12	
	7	60	\$39.64	\$10.44	\$16.10	\$0.00	\$66.18	
	8	65	\$42.94	\$10.44	\$16.85	\$0.00	\$70.23	
	9	70	\$46.24	\$10.44	\$17.60	\$0.00	\$74.28	
	10	75	\$49.55	\$10.44	\$18.35	\$0.00	\$78.34	
	10	80	\$52.85	\$10.44	\$19.10	\$0.00	\$82.39	,
	<u></u>	Apprentice entered prior 9/30 40/45/50/55/60/65/70/75/80/ Steps are 850 hours	35				i l	
	Appre	ntice to Journeyworker Ratio	:1:3					
AM BOILE RATING ENGL			12/01/202	\$50.8	83 \$14.00	\$16.05	\$0.00	\$80.88
For apprentice	rates see "	Apprentice- OPERATING ENGINEE	RS"					
MPERS, SEI RATING ENGL		PELLED OR TRACTOR DR OCAL 4	AWN 12/01/202	21 \$50.8	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice	rates see "	Apprentice- OPERATING ENGINEE	RS"					
		ON TECHNICIAN	03/01/202	2 \$44.7	71 \$13.00	\$18.74	\$0.00	\$76.45
TRICIANS LO	CAL 103		09/01/202	2 \$46.4	42 \$13.00	\$18.87	\$0.00	\$78.29

TERRAZZO FINISHERS

Issue Date: 03/31/2022

BRICKLAYERS LOCAL 3 - MARBLE & TILE

Pension

\$22.34

\$11.39

\$0.00

\$89.82

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Total Rate

Effect Step	ive Date - percent	03/01/2022	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45		\$20.12	\$13.00	\$0.60	\$0.00	\$33.72
2	45		\$20.12	\$13.00	\$0.60	\$0.00	\$33.72
3	50		\$22.36	\$13.00	\$15.06	\$0.00	\$50.42
4	50		\$22.36	\$13.00	\$15.06	\$0.00	\$50.42
5	55		\$24.59	\$13.00	\$15.43	\$0.00	\$53.02
6	60		\$26.83	\$13.00	\$15.79	\$0.00	\$55.62
7	65		\$29.06	\$13.00	\$16.16	\$0.00	\$58.22
8	70		\$31.30	\$13.00	\$16.53	\$0.00	\$60.83
9	75		\$33.53	\$13.00	\$16.91	\$0.00	\$63.44
10	80		\$35.77	\$13.00	\$17.27	\$0.00	\$66.04
Effect	ive Date -	09/01/2022				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	45		\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
2	45		\$20.89	\$13.00	\$0.63	\$0.00	\$34.52
3	50		\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
4	50		\$23.21	\$13.00	\$15.13	\$0.00	\$51.34
5	55		\$25.53	\$13.00	\$15.51	\$0.00	\$54.04
6	60		\$27.85	\$13.00	\$15.88	\$0.00	\$56.73
7	65		\$30.17	\$13.00	\$16.26	\$0.00	\$59.43
8	70		\$32.49	\$13.00	\$16.62	\$0.00	\$62.11
9	75		\$34.82	\$13.00	\$17.00	\$0.00	\$64.82
10	80		\$37.14	\$13.00	\$17.37	\$0.00	\$67.51
10							

20220331-064

Wage Request Number:

02/01/2022

\$56.09

	Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile							
		ve Date - 02/01/2022	A C D W	TT 1/1	ъ.	Supplemental	т.	ln (
	Step	percent	Apprentice Base Wage		Pension	Unemployment		l Rate
	1	50	\$28.05	\$11.39	\$22.34	\$0.00	,	61.78
	2	60	\$33.65	\$11.39	\$22.34	\$0.00		67.38
	3	70	\$39.26	\$11.39	\$22.34	\$0.00		72.99
	4	80	\$44.87	\$11.39	\$22.34	\$0.00		78.60
	5	90	\$50.48	\$11.39	\$22.34	\$0.00	\$	84.21
	Notes:							
	Appre	ntice to Journeyworker Rat	io:1:3					
TEST BORING			12/01/202	1 \$42.5	8 \$9.10	\$17.72	\$0.00	\$69.40
For apprentice	rates see "	'Apprentice- LABORER"						
TEST BORING LABORERS - FOUN			12/01/202	1 \$41.30	0 \$9.10	\$17.72	\$0.00	\$68.12
For apprentice	rates see "	'Apprentice- LABORER"						
TEST BORING LABORERS - FOUN			12/01/202	1 \$41.13	8 \$9.10	\$17.72	\$0.00	\$68.00
		'Apprentice- LABORER"						
		LE STEAM GENERATORS	12/01/202	1 \$50.83	3 \$14.00	\$16.05	\$0.00	\$80.88
OPERATING ENGIN			EDC!					
		'Apprentice- OPERATING ENGINE						
TEAMSTERS JOINT		TH MOVING EQUIPMENT IL NO. 10 ZONE B	12/01/202	1 \$36.82	2 \$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WOR		MPRESSED AIR ^{AIR)}	12/01/202	1 \$53.4	1 \$9.10	\$18.17	\$0.00	\$80.68
For apprentice	rates see "	'Apprentice- LABORER"						
TUNNEL WOR		MPRESSED AIR (HAZ. WA ^{AIR)}	STE) 12/01/202	1 \$55.4	1 \$9.10	\$18.17	\$0.00	\$82.68
For apprentice	rates see "	'Apprentice- LABORER"						
TUNNEL WOR			12/01/202	1 \$45.48	8 \$9.10	\$18.17	\$0.00	\$72.75
For apprentice	rates see "	'Apprentice- LABORER"						
TUNNEL WOR		EE AIR (HAZ. WASTE) NEL)	12/01/202	1 \$47.4	8 \$9.10	\$18.17	\$0.00	\$74.75
For apprentice	rates see "	'Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT	T COUNC	IL NO. 10 ZONE B	12/01/202	1 \$36.24	4 \$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILI		ATOR	12/01/202	1 \$35.60	6 \$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE	. 2		06/01/202	2 \$36.50	6 \$9.10	\$16.64	\$0.00	\$62.30
			12/01/202	2 \$37.4	1 \$9.10	\$16.64	\$0.00	\$63.15
			06/01/202	3 \$38.3	1 \$9.10	\$16.64	\$0.00	\$64.05
			12/01/202	3 \$39.2	1 \$9.10	\$16.64	\$0.00	\$64.95
For apprentice	rates see "	'Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2022	\$63.39	\$13.57	\$17.26	\$0.00	\$94.22
	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASF	03/02/2025 ITTER"	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77

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.

Issue Date: 03/31/2022 **Wage Request Number:** 20220331-064 **Page 31 of 31**

${\color{blue} Town \ of \ Natick, \ Massachusetts} \\ {\color{blue} Contract \ for \ Services \ Related \ to \ the \ Furnishing \ of \ Roadway \ Improvements \ at } \\ {\color{blue} Various \ Locations-2022} \\$

	This Contract is made this day of
Natick and	
corpor	The words "he," "him" and "his" in this Contract, as far as they refer to the actor, shall so refer whether the Contractor is an individual, partnership or ation. All prior contracts, if any exist between the Town and the Contractor, are terminated and shall be of no force and effect.
1.	Scope of Services
	In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations in Natick, as set forth in the, as articulated in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2022 ("IFB"), issued by the Select Board of the Town of Natick, Massachusetts, which is incorporated herein by reference.
2.	Standard of Care
	The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.
3.	Term
	The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2022. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2022.
4.	Incorporation of the Invitation for Bids/Order of Priority of Contract Documents
	The provisions of the IFB and the Contractor's Bid are incorporated herein by

Documents shall be construed according to the following priorities:

reference. In the event of any conflict among the Contract Documents, the

Highest Priority: Amendments to Contract (if any)

Second Priority: Contract

Third Priority: Addenda to the IFB (if any)

Fourth Priority: IFB

Fifth Priority: Contractor's Bid.

5. Payment

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

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

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

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

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

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

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

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

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

6. Warranty

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

7. Compliance with Laws

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

8. Insurance

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

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

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:
 - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 0 1760 before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

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

9. Indemnification

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

10. No Personal Liability

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

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

11. Familiarity with Area of Work

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

12. Performance Bond

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

13. Labor and Materials Payment Bond

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

14. Independent Contractor Status

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

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

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

16. No Smoking

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

17. Criminal Background Screening

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

18. Delays/Force Majeure

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

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

19. Termination

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

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

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

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

20. Notices

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

If to the Town: Jon Marshall

Deputy Town Administrator,

Operations

Natick Town Hall

13 East Central Street Natick, MA 01760

With copies to: Karis L. North, Esq.

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

Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

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

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

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

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

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

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

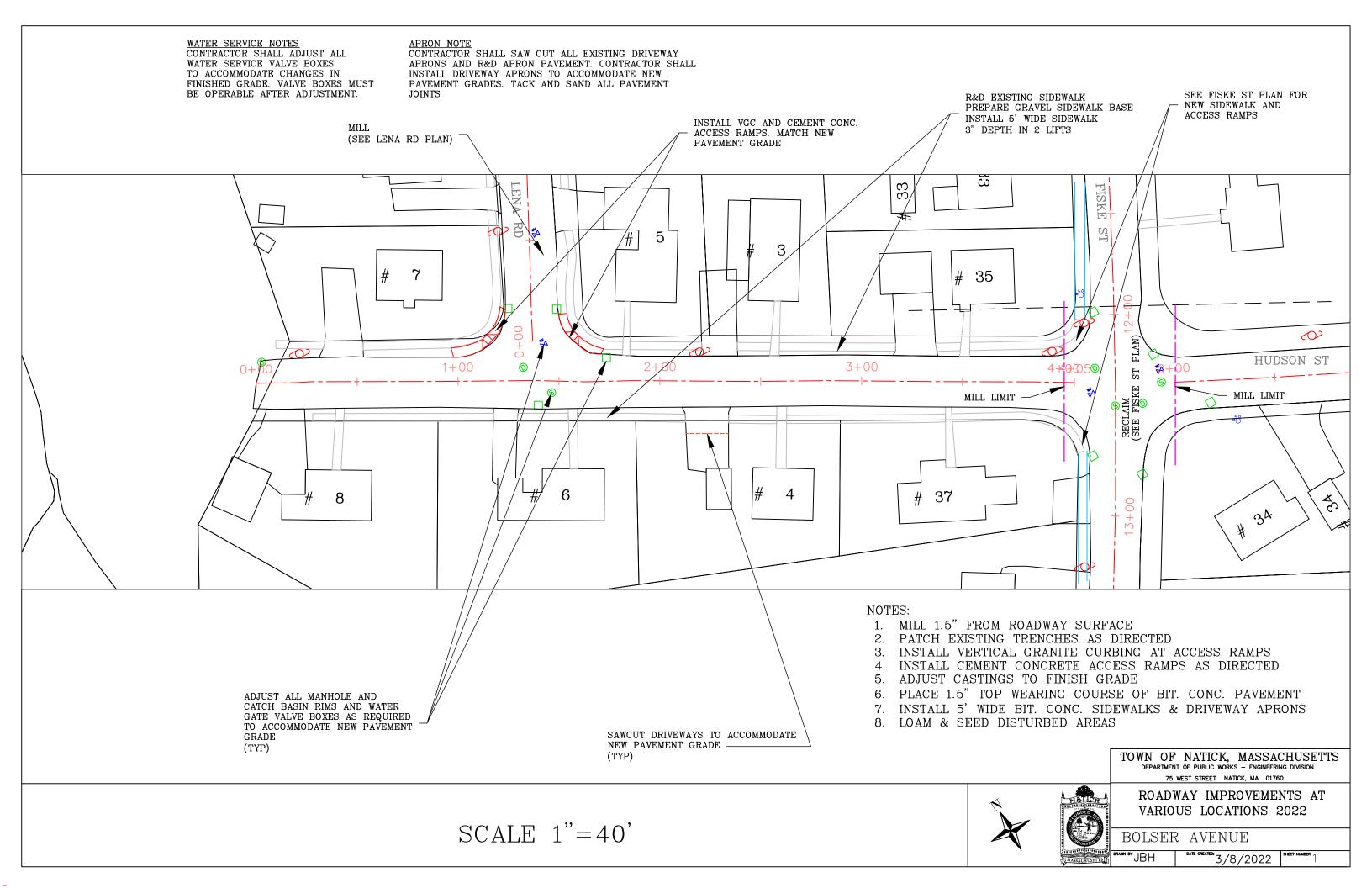
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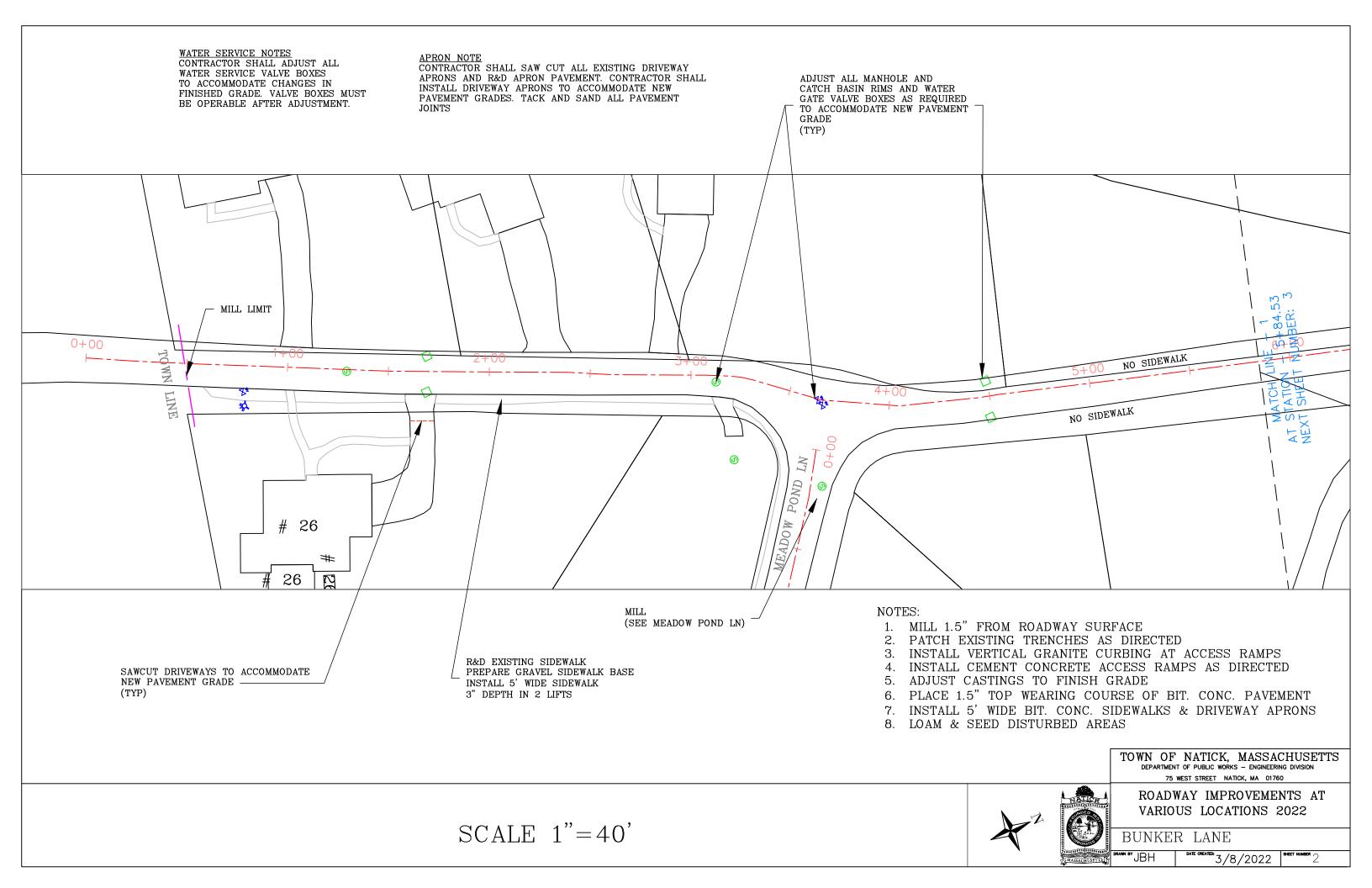
The Town of Natick, Massachusetts	
by: the Natick Select Board	by:
Paul R. Joseph, Chair	Signature
Michael J. Hickey, Jr., Vice Chair	Printed Name
Bruce T. Evans, Clerk	Printed Title
, Member	
Kathryn Coughlin, Member	
Dated:	Dated:
APPROVED AS TO AVAILABILITY	OF APPROPRIATION:
certify that an appropriation in the amo	nts of M.G.L. Chapter 44, Section 31C, this is to unt of this Contract is available therefor, and that execute this Contract and to approve all requisitions
Michelle I. Lewence	Dated:
Michelle L. Laramee Comptroller, Town of Natick	
APPROVED AS TO FORM ONLY (A	AND NOT AS TO SUBSTANCE):
Karis L. North, Esq.	Dated:

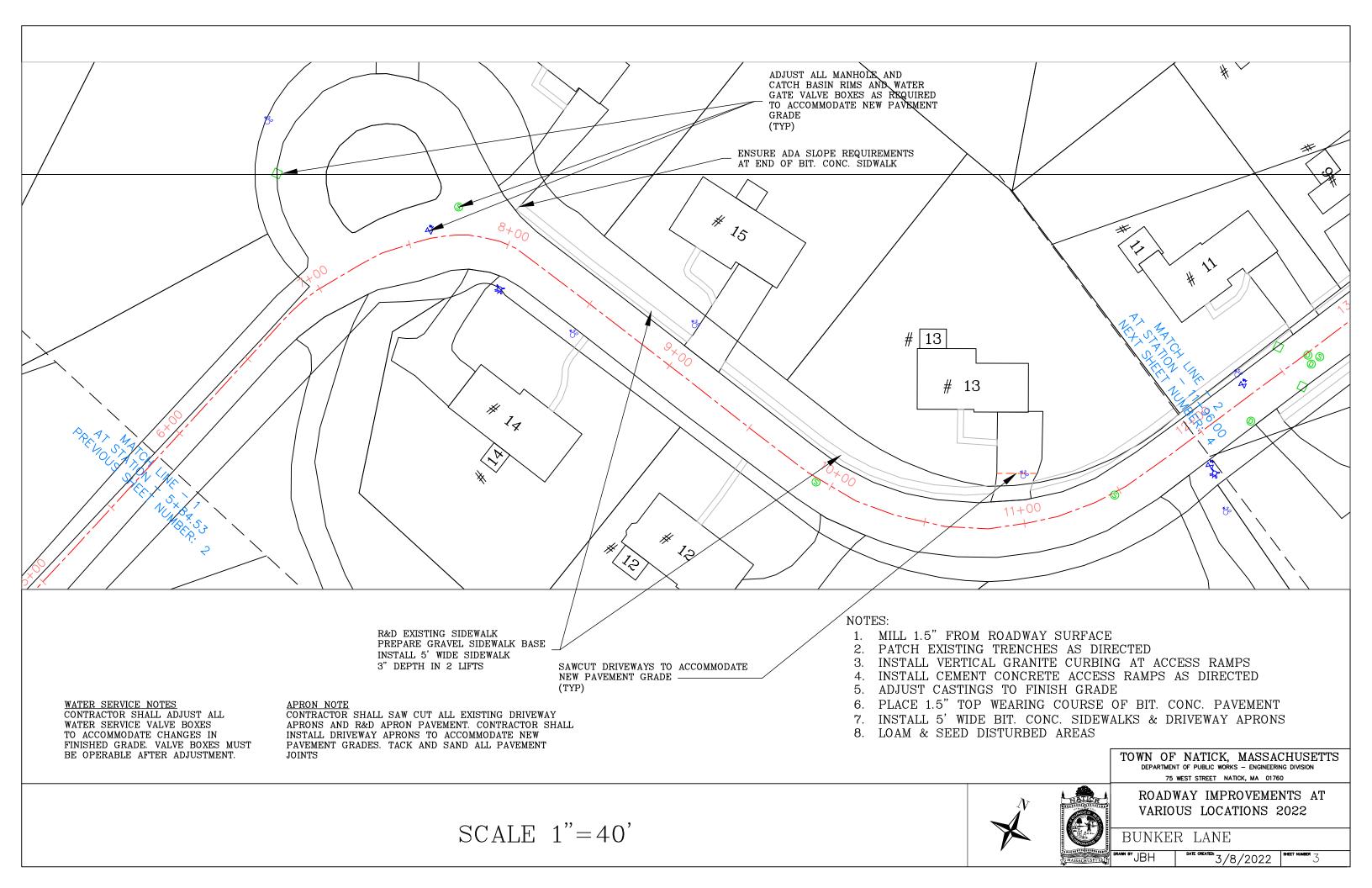
CERTIFICATE OF VOTE

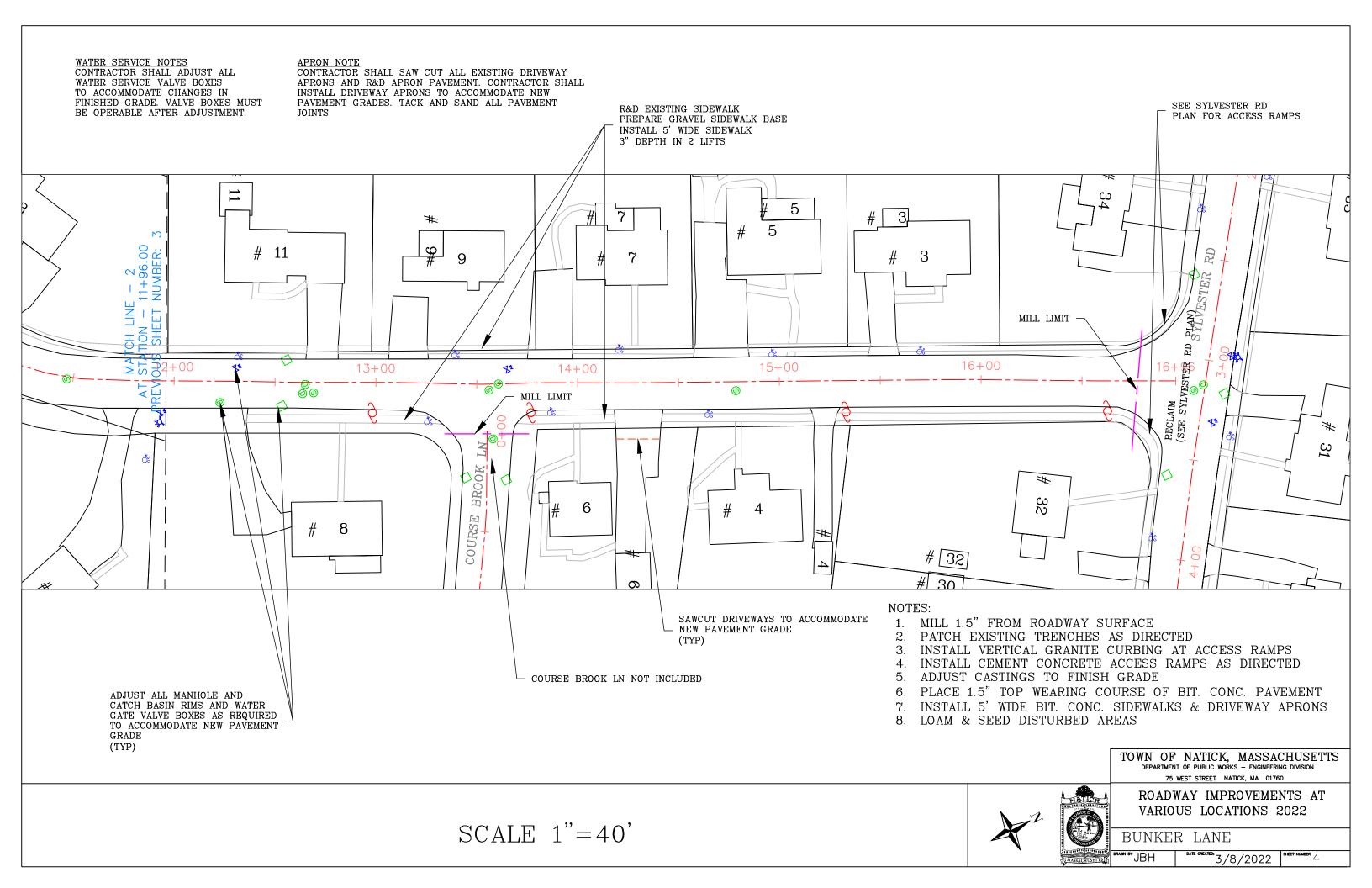
I,	, hereby certify	
	(Clerk/Secretary)	
that	I am the duly qualified and acting	of
		(Title)
	(Corporation Name)	
held	I further certify that at a meeting of the Directors of lon20 , at which meeting all following vote was unanimously passed:	
VO	TED: To authorize and empower either	
	;	
	(Name) (Title)	
	(Name) (Title)	; or
	(Name) (Title),	
Corp	any one acting singly, to execute all contracts poration.	s and bonds on behalf of the
	arther certify that the above vote is still in effect o and has not been changed or modified in any	•
	Signature	
	Printed Name	
	Printed Title	

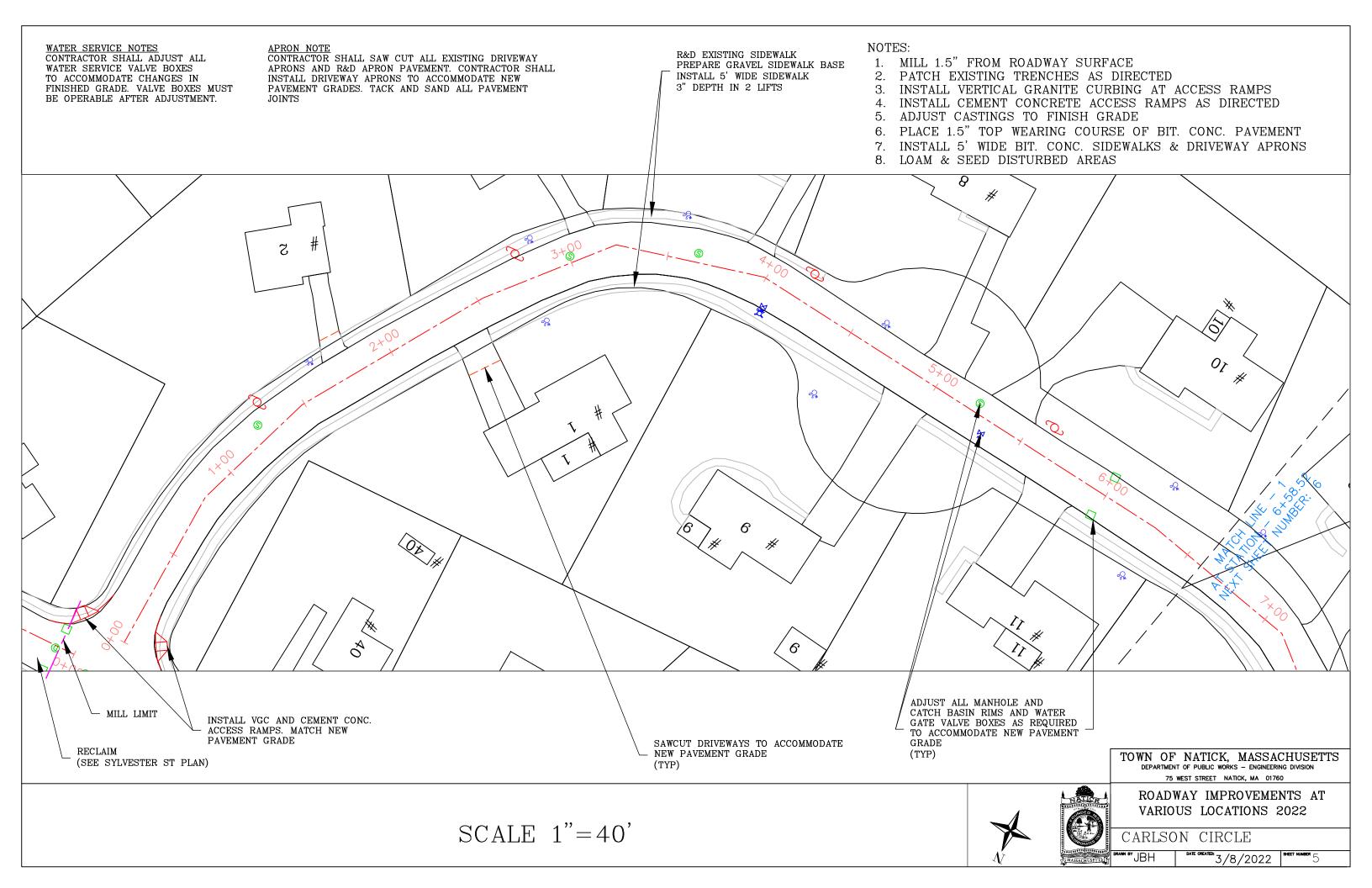
The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

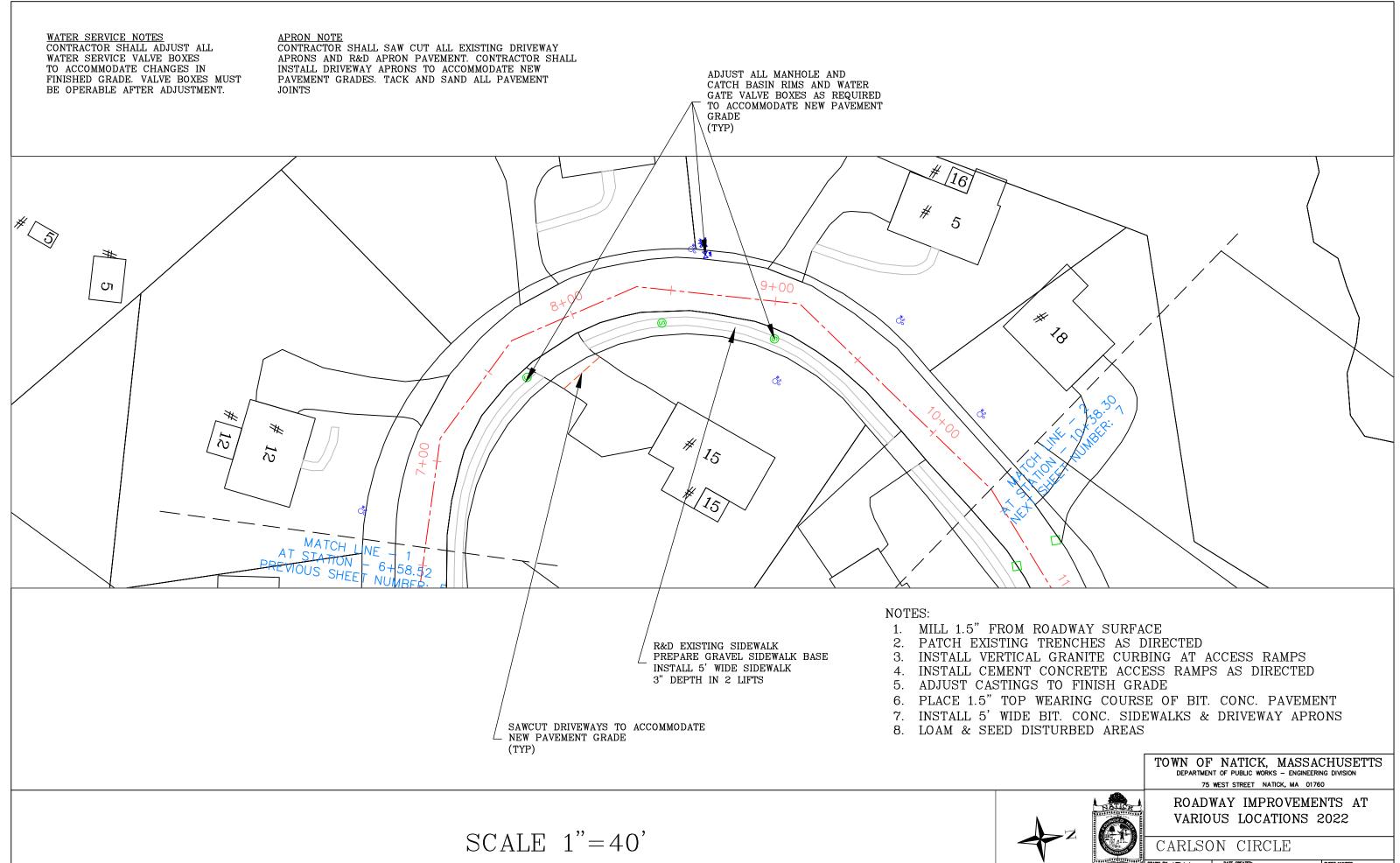














3/8/2022

APRON NOTE
CONTRACTOR SHALL SAW CUT ALL EXISTING DRIVEWAY WATER SERVICE NOTES CONTRACTOR SHALL ADJUST ALL WATER SERVICE VALVE BOXES APRONS AND R&D APRON PAVEMENT. CONTRACTOR SHALL TO ACCOMMODATE CHANGES IN INSTALL DRIVEWAY APRONS TO ACCOMMODATE NEW FINISHED GRADE. VALVE BOXES MUST BE OPERABLE AFTER ADJUSTMENT. ADJUST ALL MANHOLE AND CATCH BASIN RIMS AND WATER PAVEMENT GRADES. TACK AND SAND ALL PAVEMENT JOINTS GATE VALVE BOXES AS REQUIRED TO ACCOMMODATE NEW PAVEMENT R&D EXISTING SIDEWALK PREPARE GRAVEL SIDEWALK BASE GRADE (TYP) INSTALL 5' WIDE SIDEWALK 3" DEPTH IN 2 LIFTS 33 **⟨**つ 33 *% # 17 44 44 NOTES: 1. MILL 1.5" FROM ROADWAY SURFACE 2. PATCH EXISTING TRENCHES AS DIRECTED 3. INSTALL VERTICAL GRANITE CURBING AT ACCESS RAMPS INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED ADJUST CASTINGS TO FINISH GRADE SAWCUT DRIVEWAYS TO ACCOMMODATE NEW PAVEMENT GRADE — PLACE 1.5" TOP WEARING COURSE OF BIT. CONC. PAVEMENT INSTALL 5' WIDE BIT. CONC. SIDEWALKS & DRIVEWAY APRONS (TYP) 8. LOAM & SEED DISTURBED AREAS TOWN OF NATICK, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION 75 WEST STREET NATICK, MA 01760 ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2022

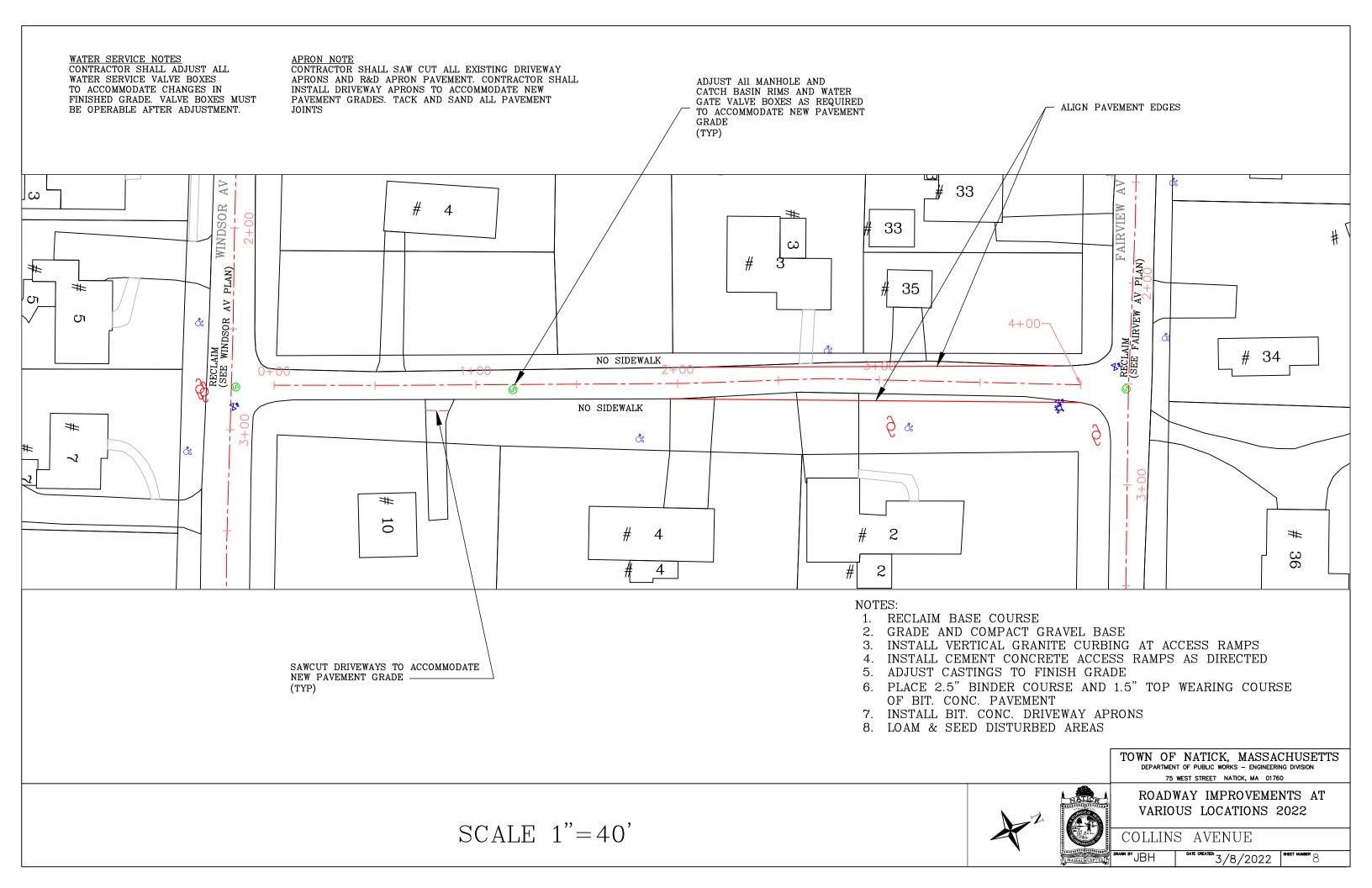
SCALE 1"=40'

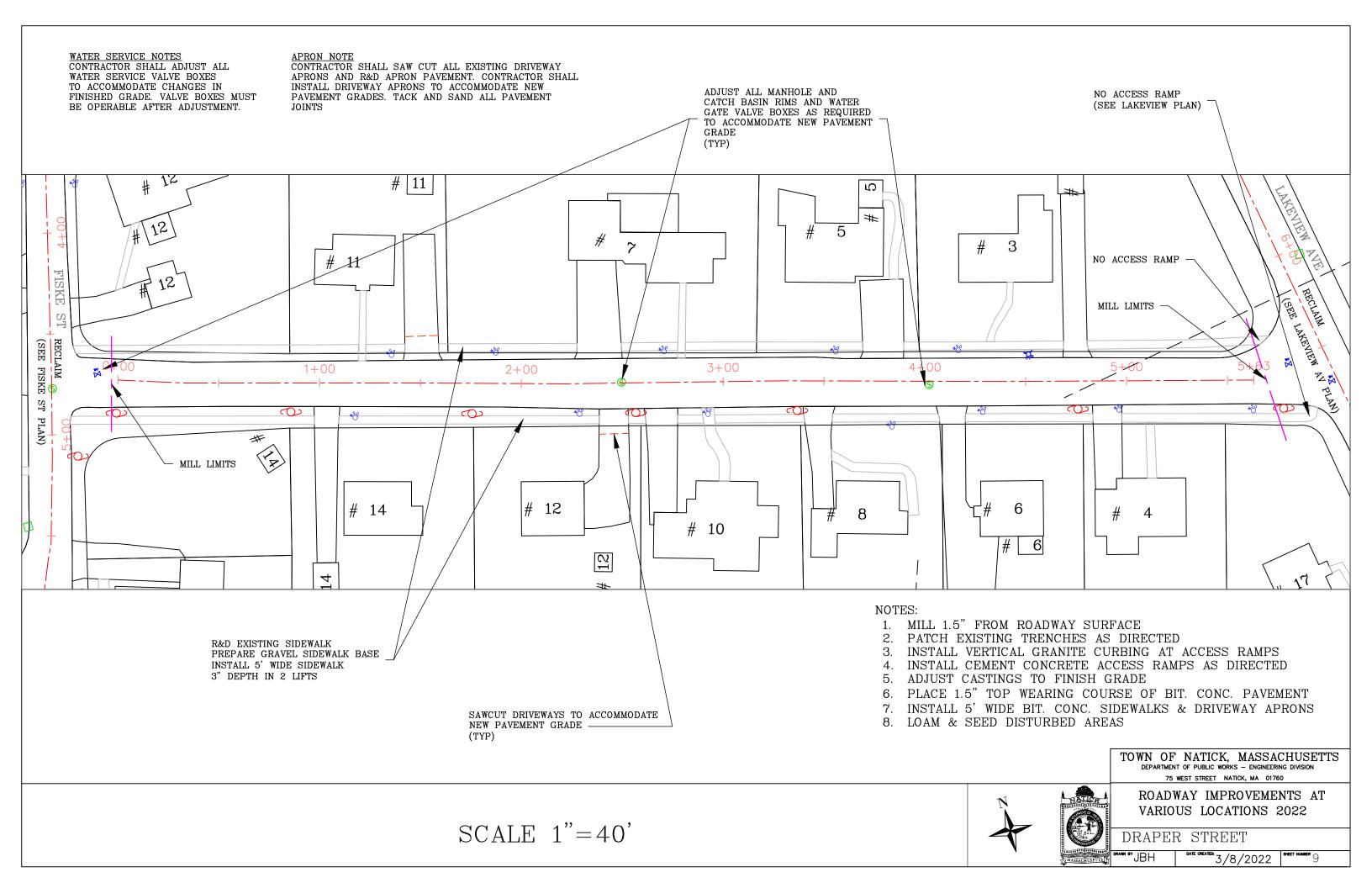


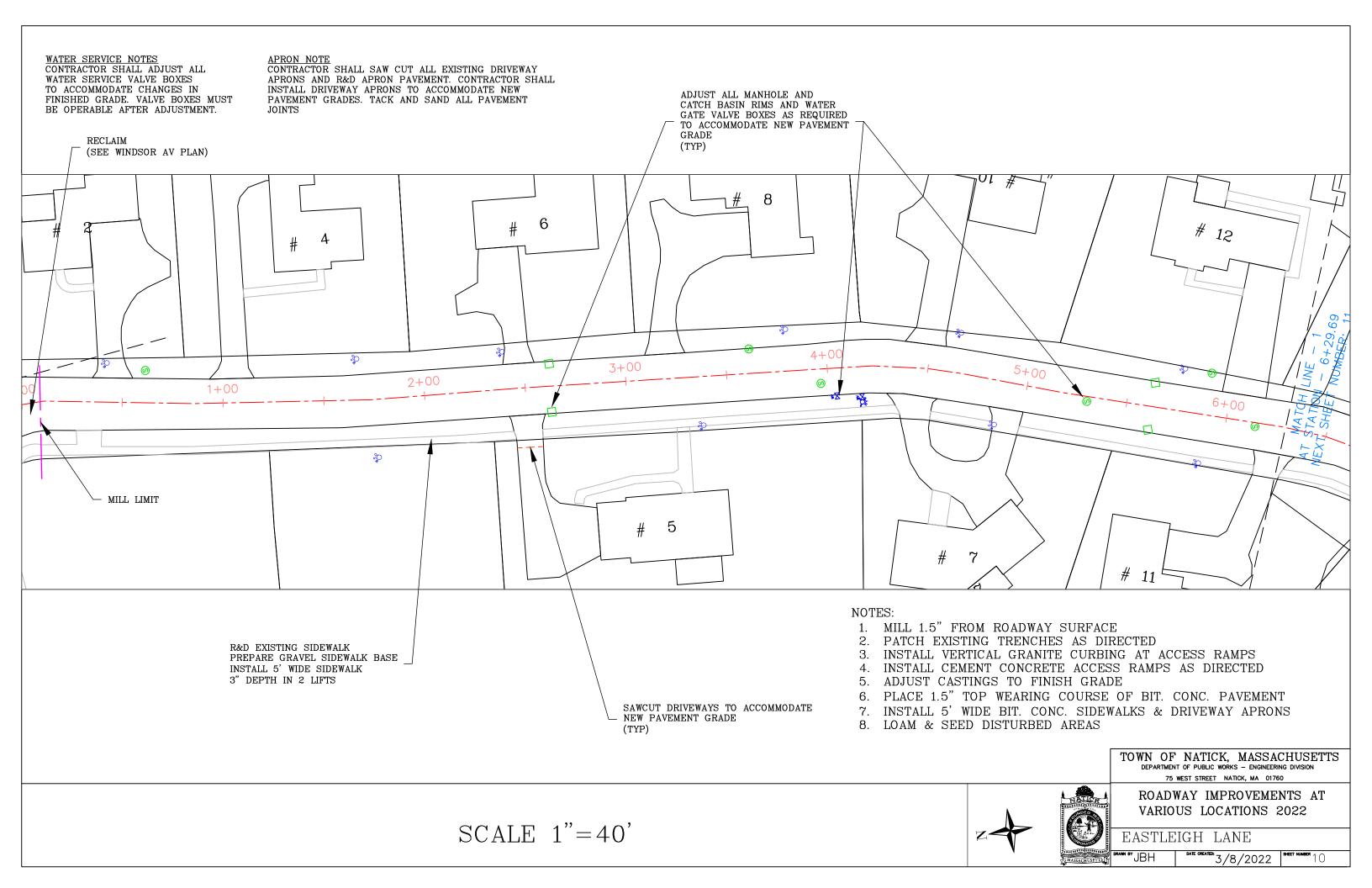


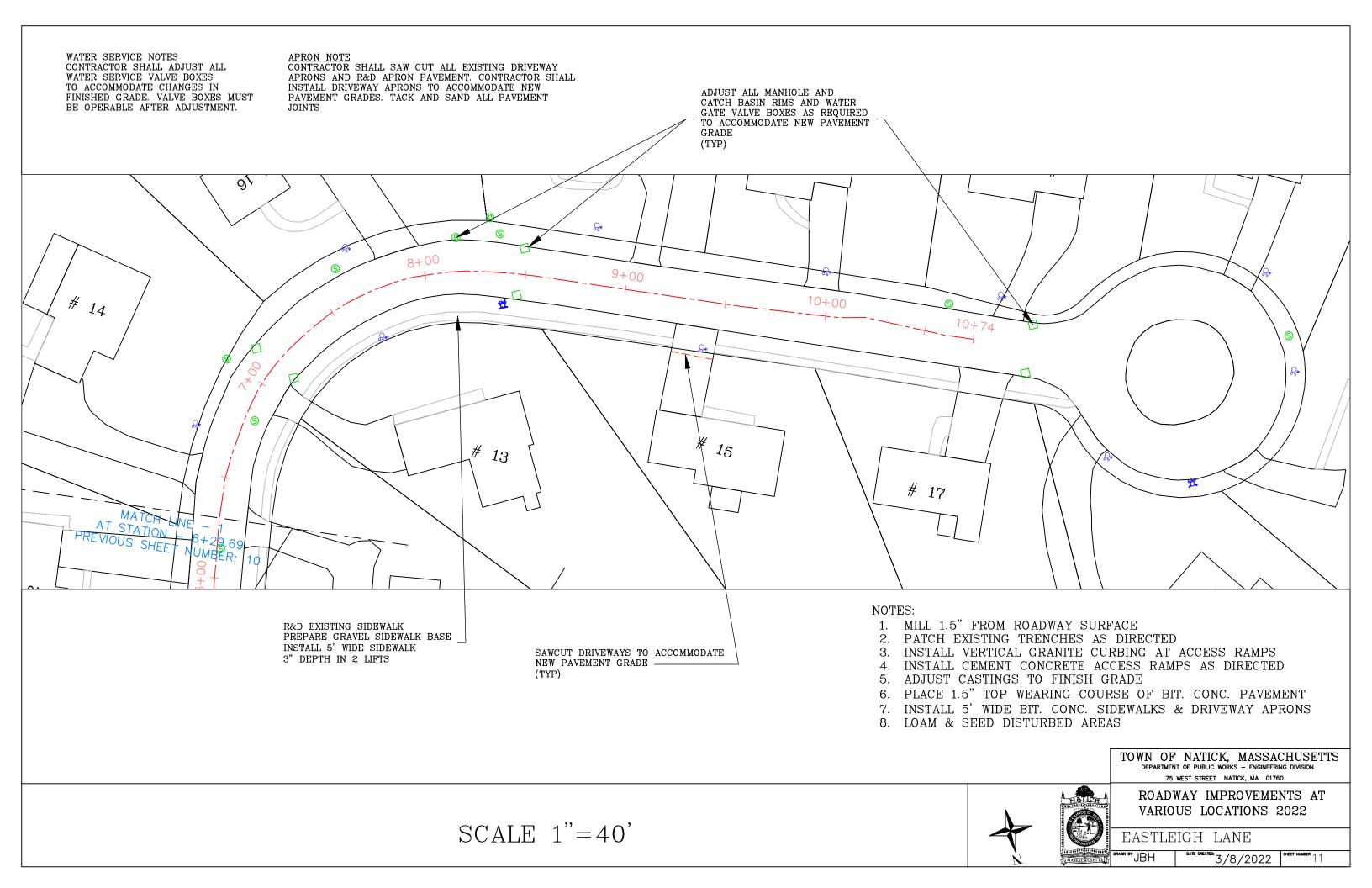
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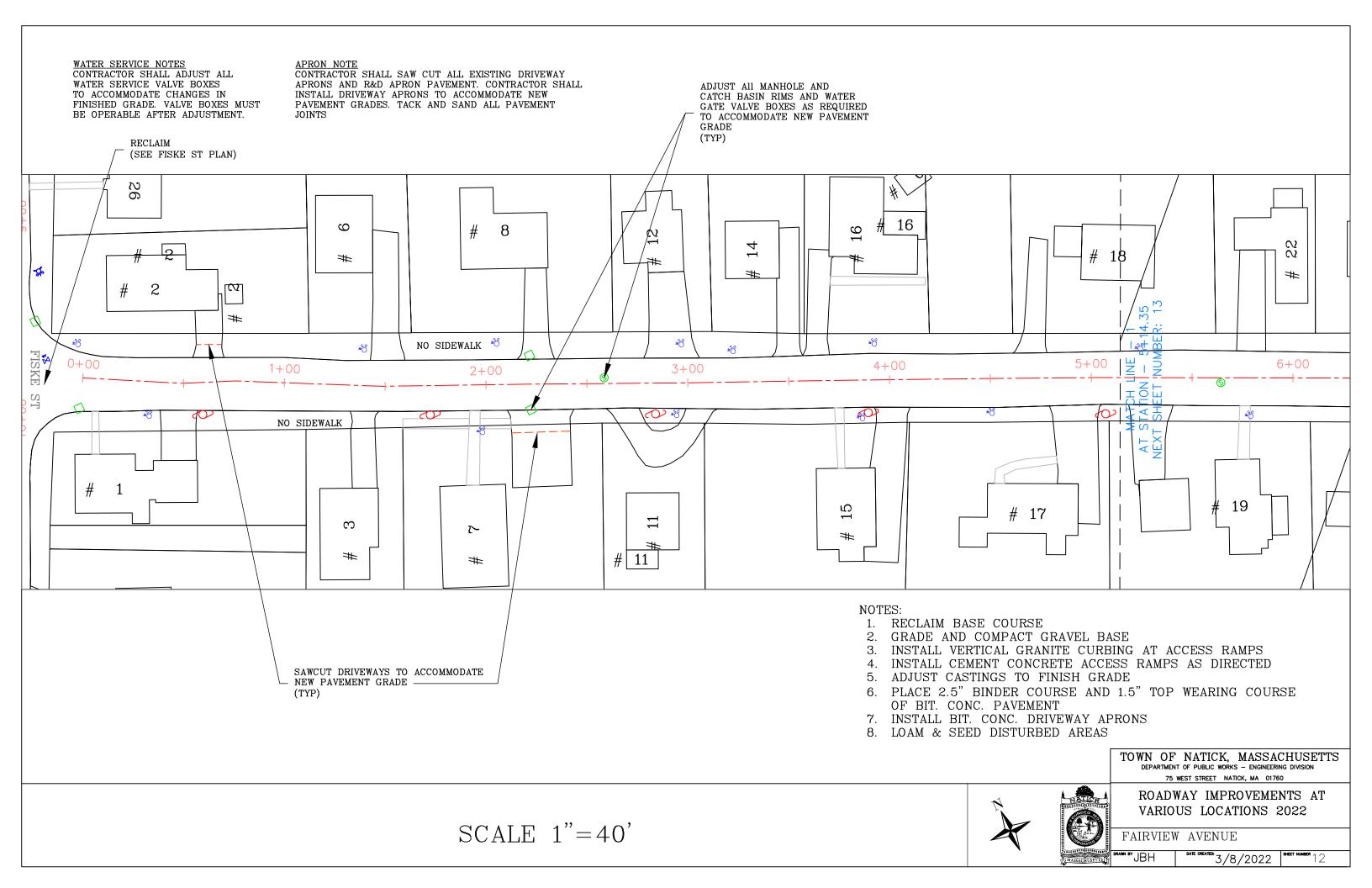
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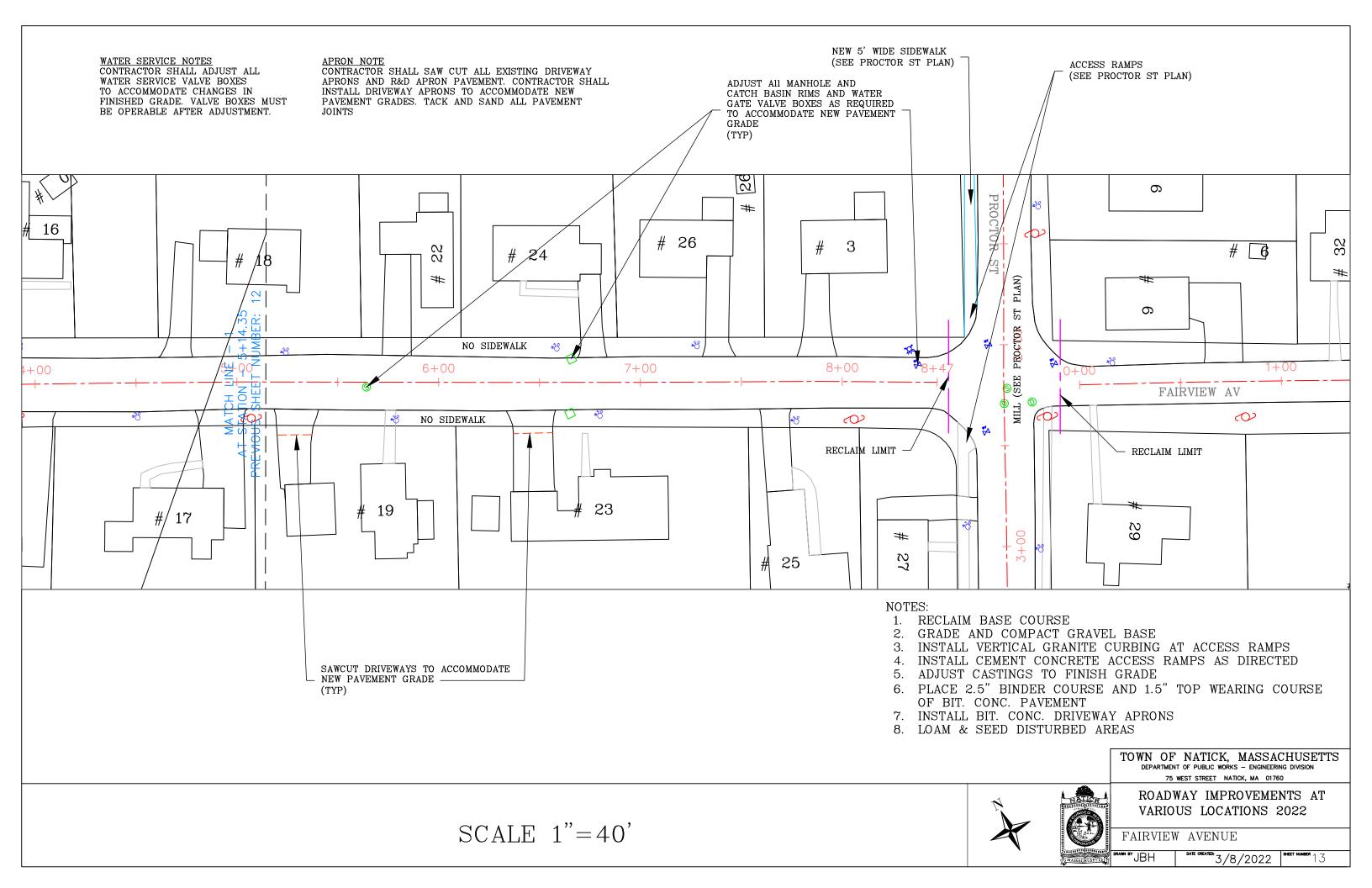


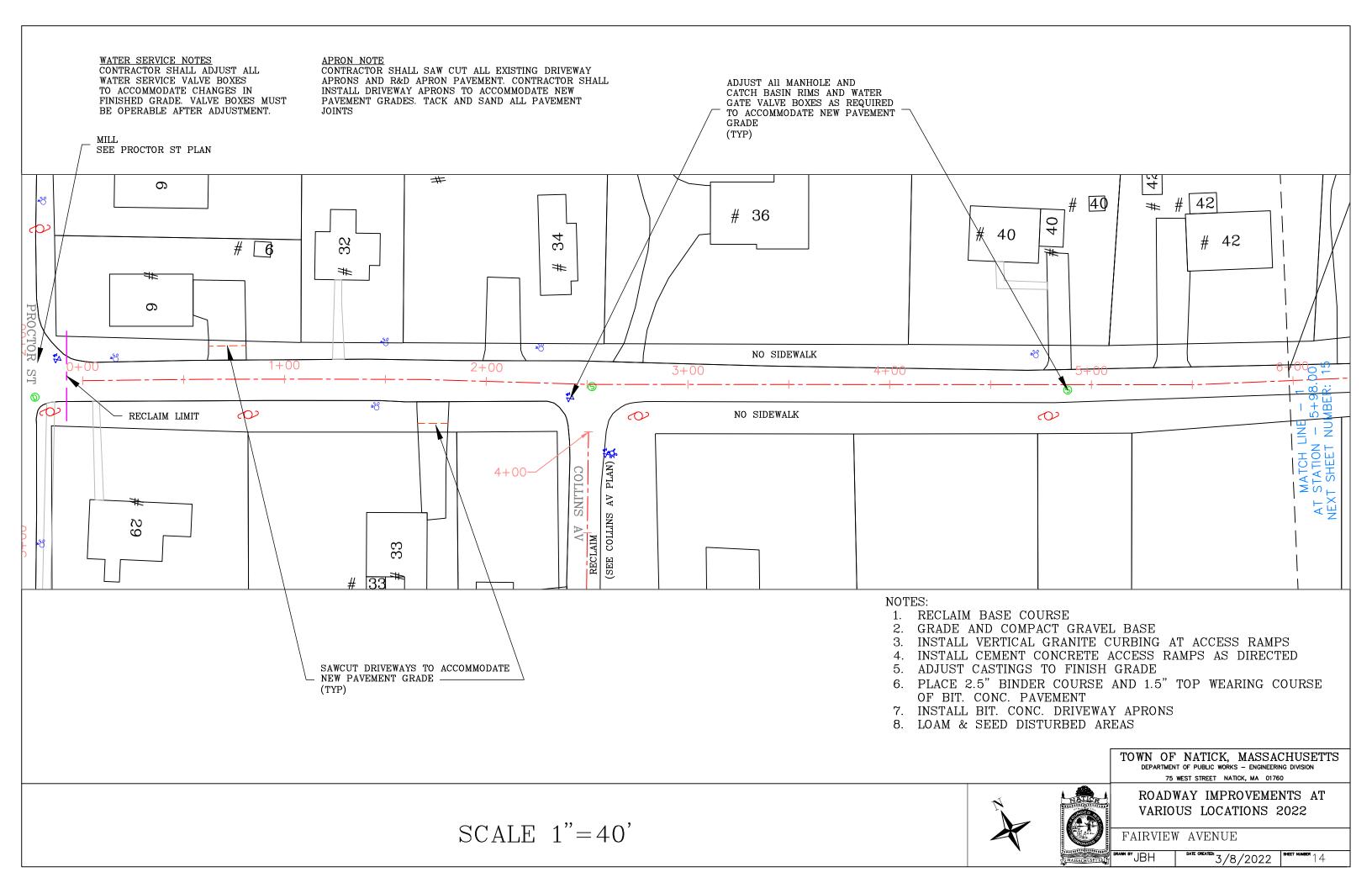


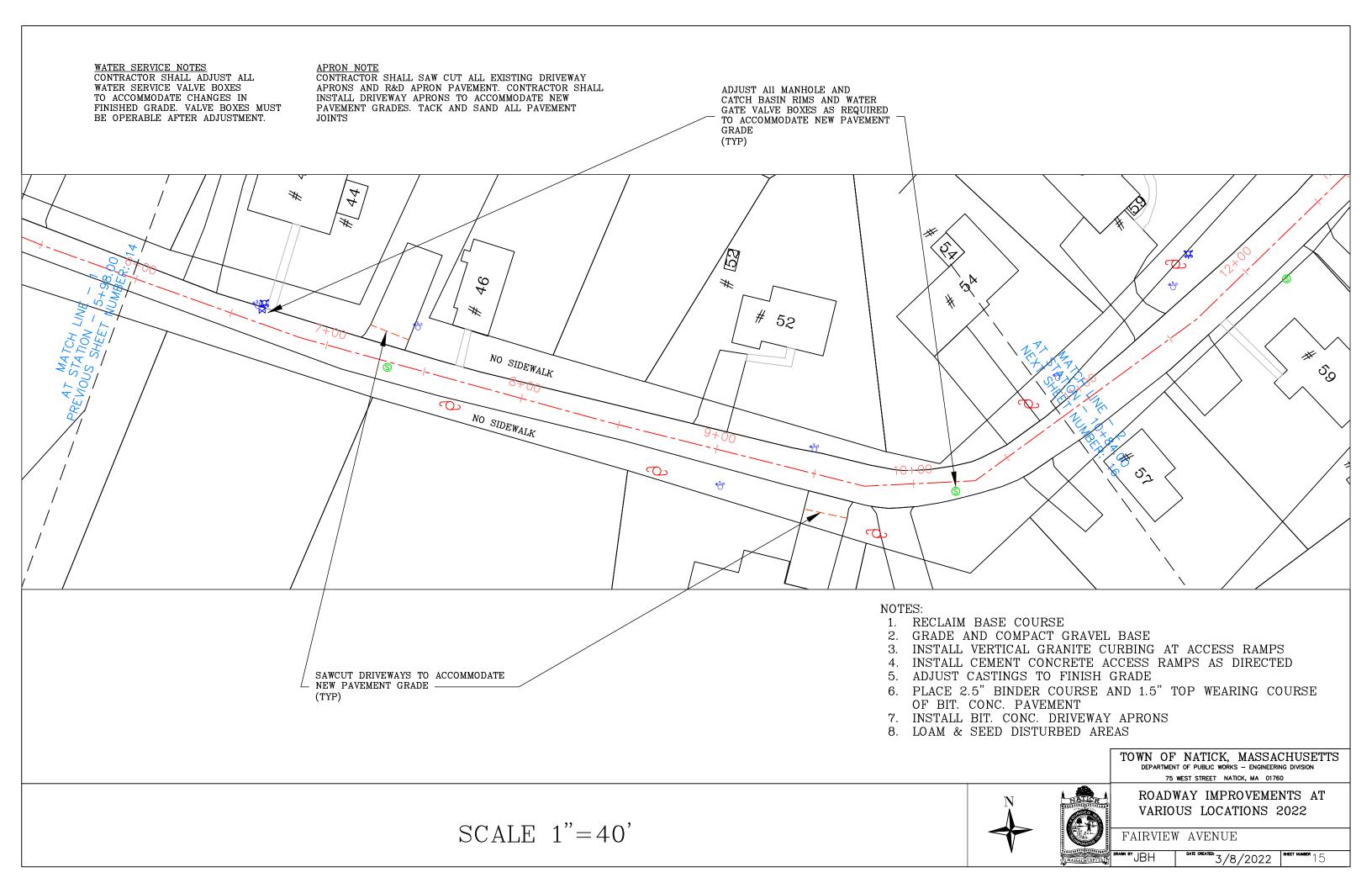


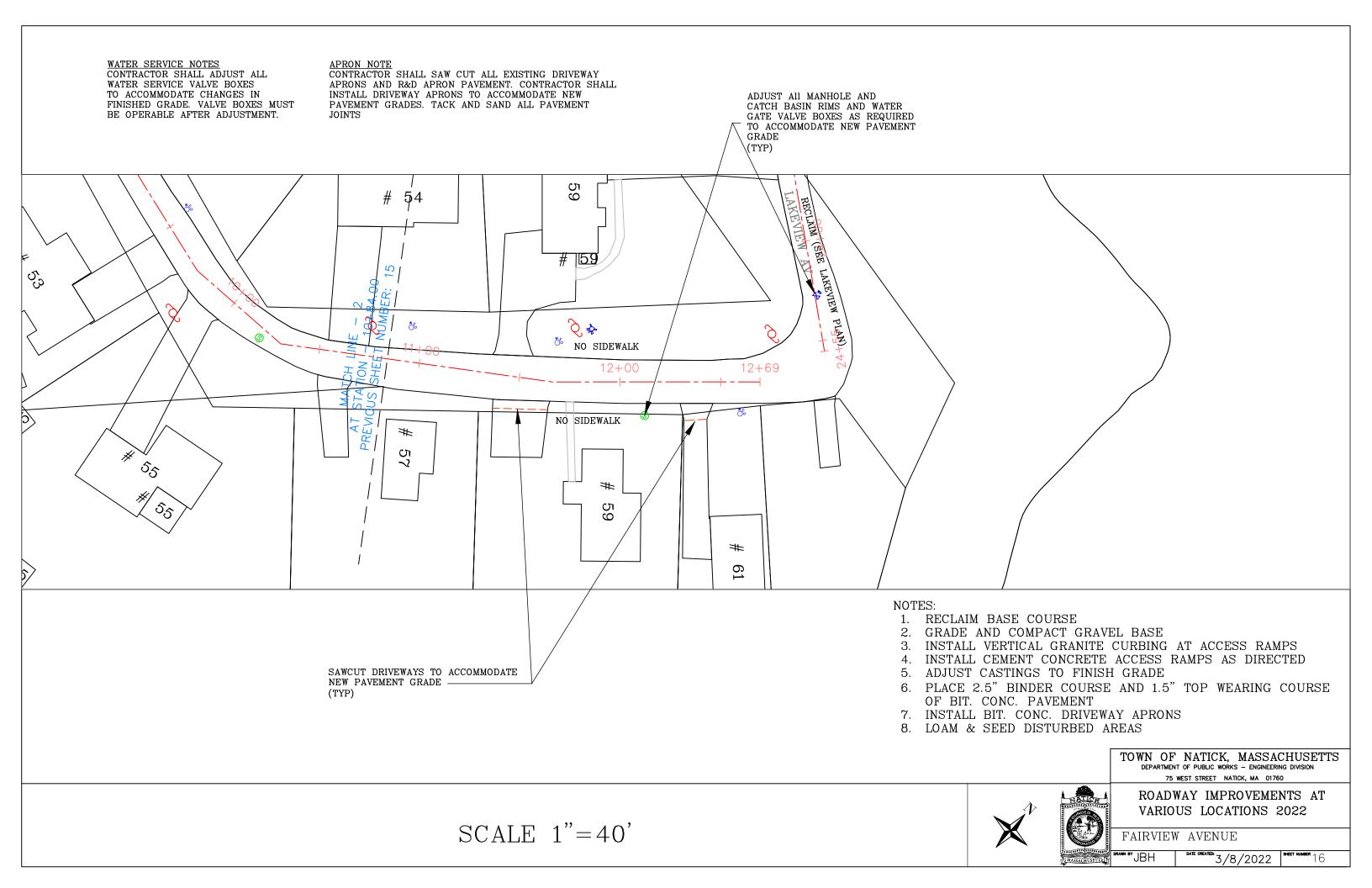


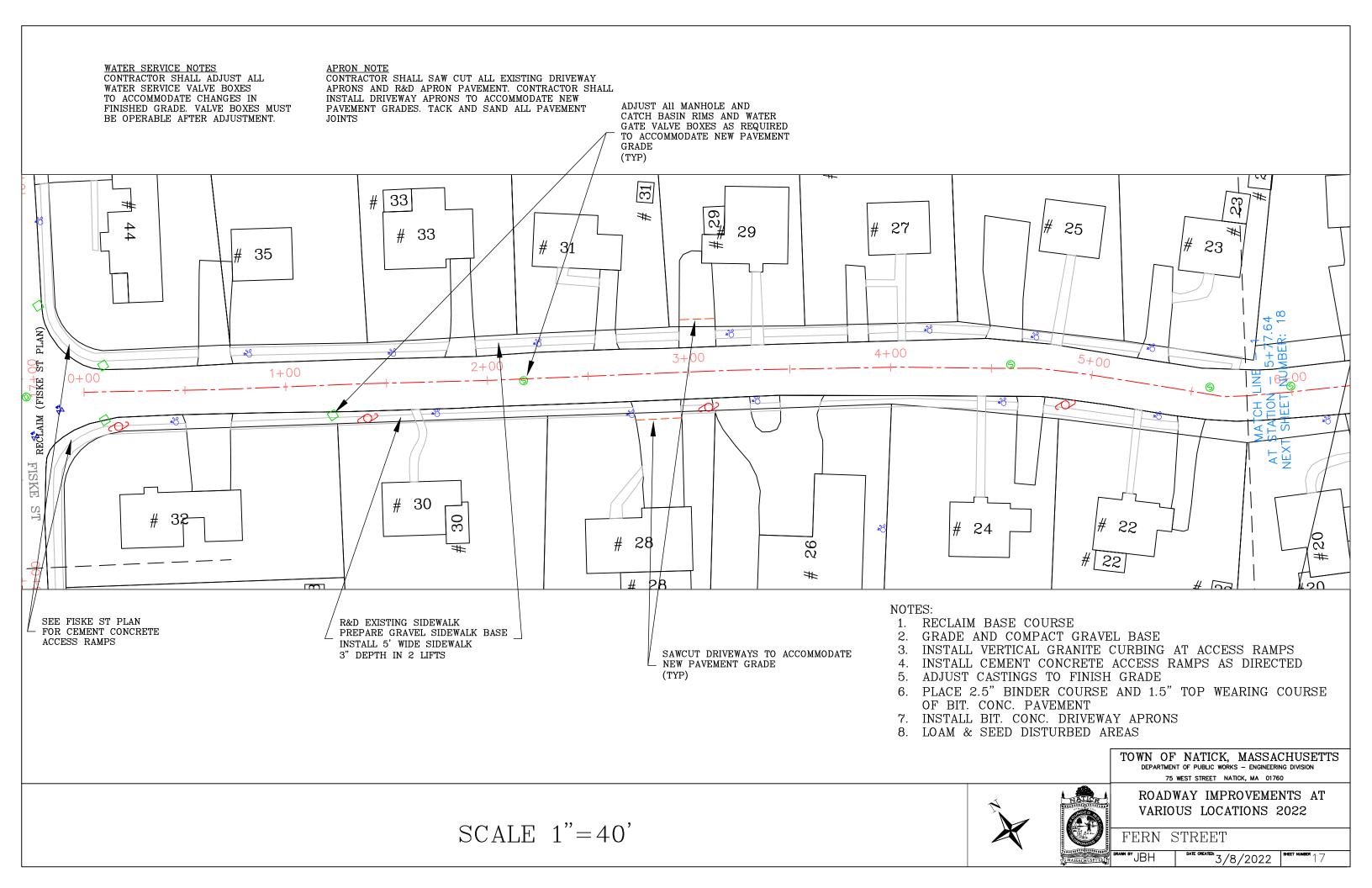


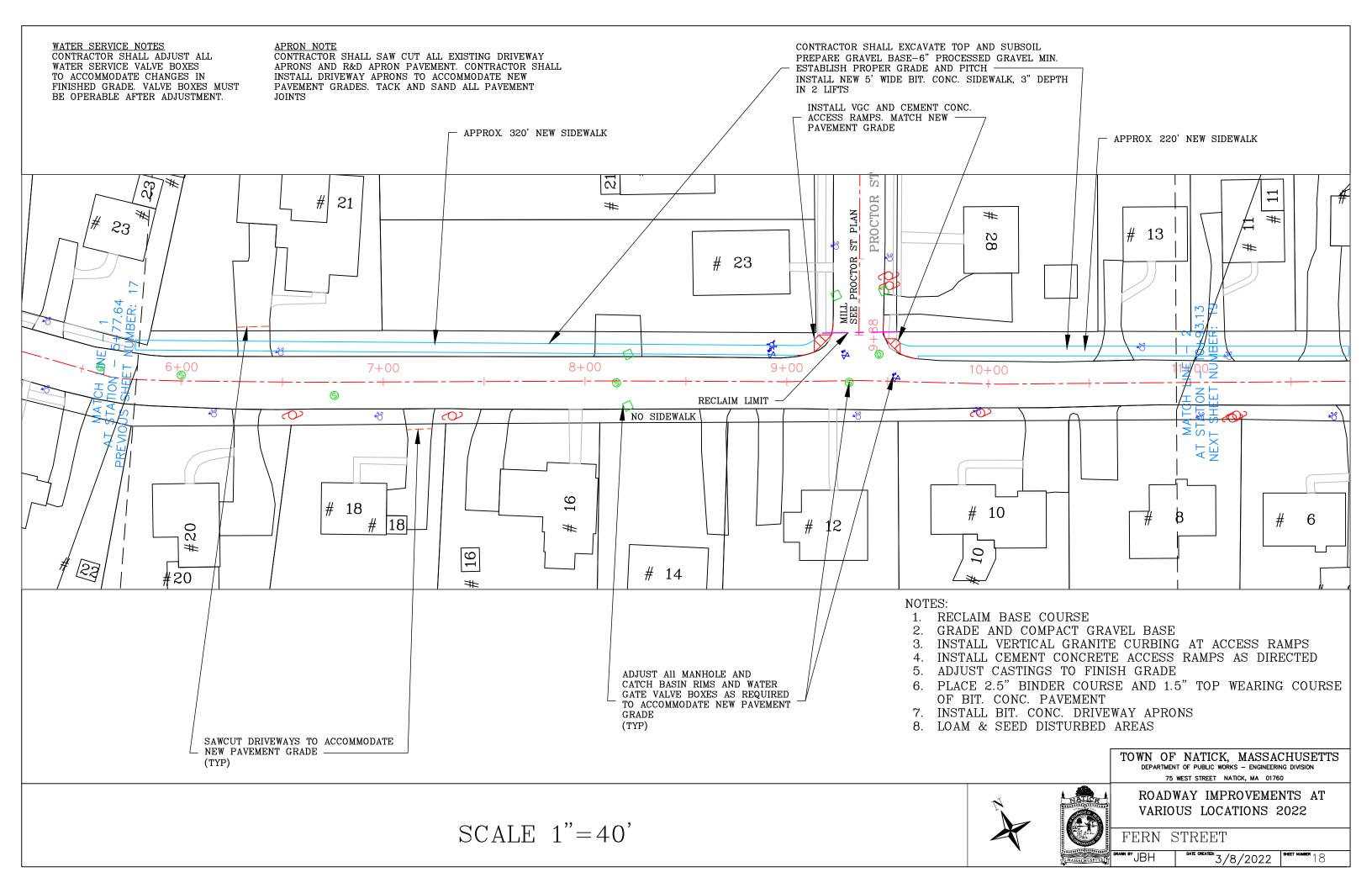


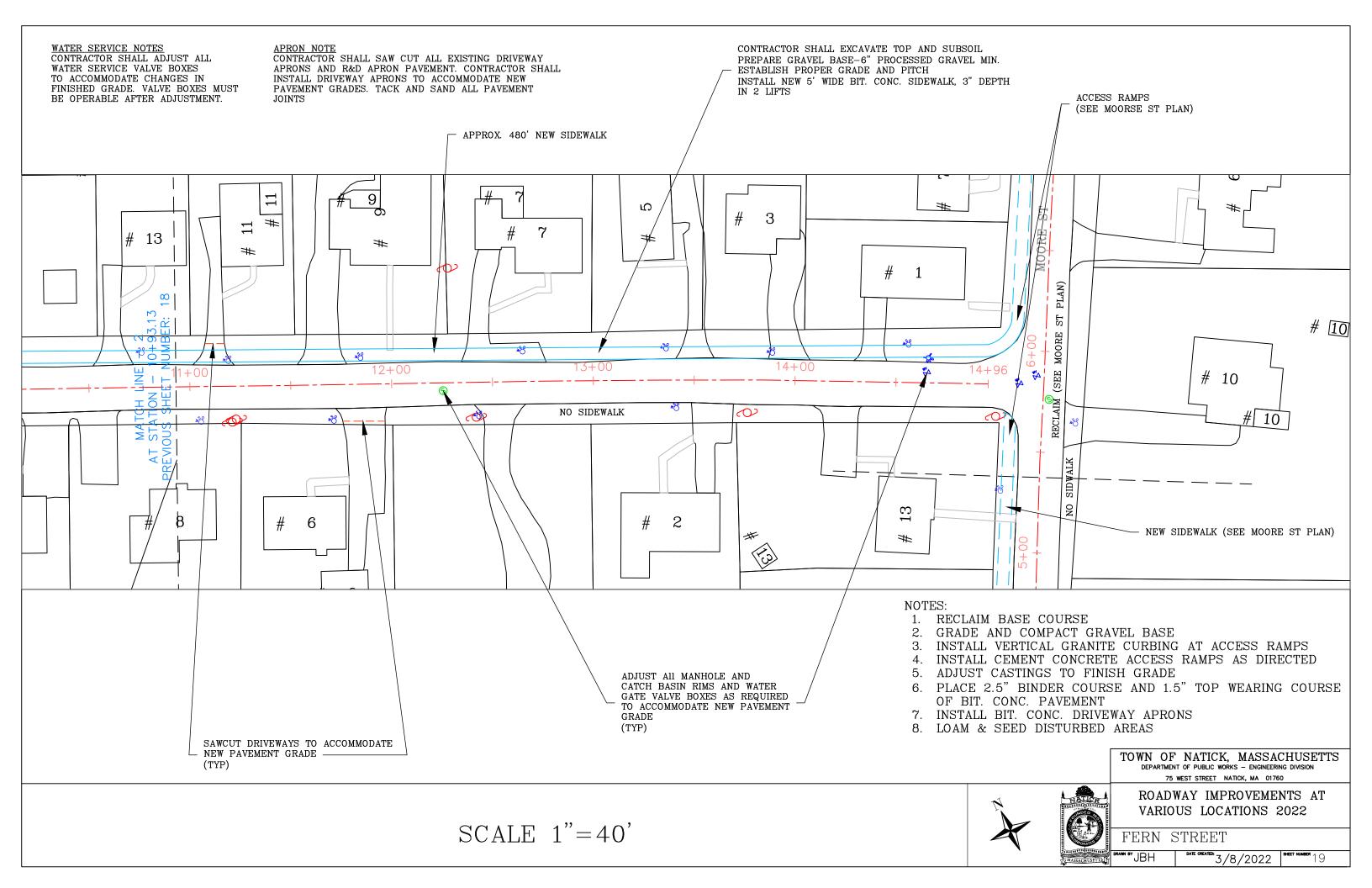


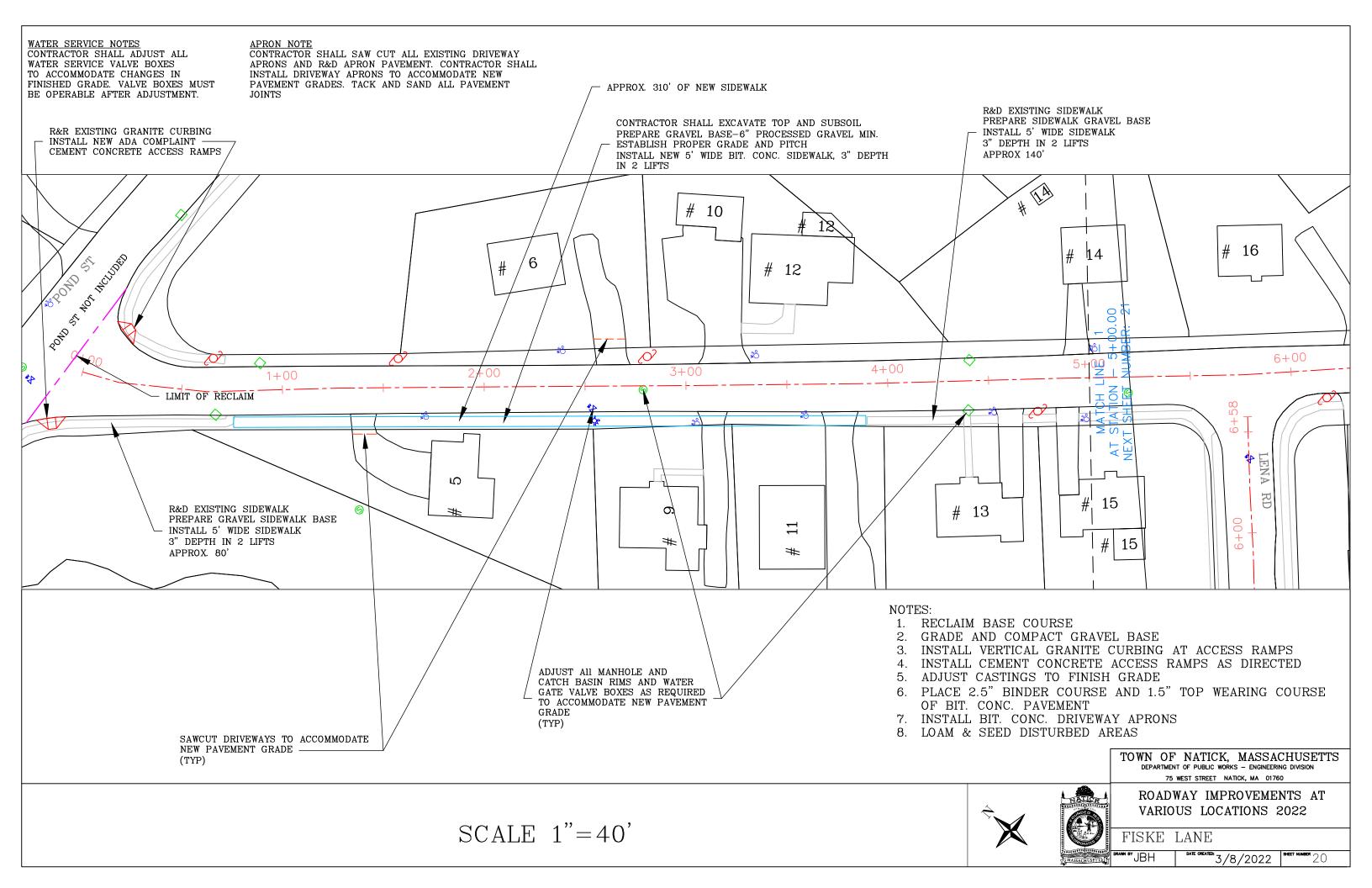


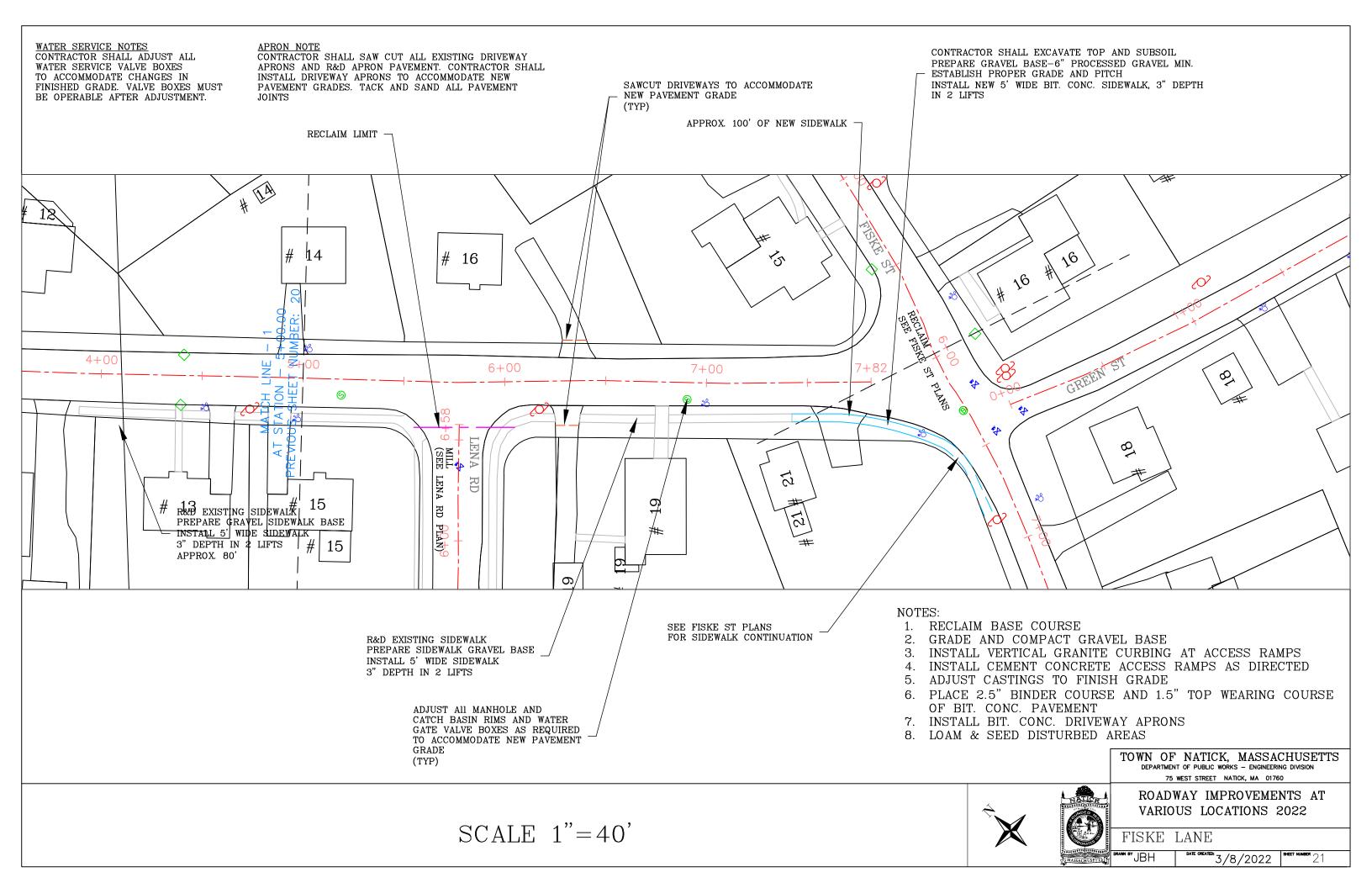




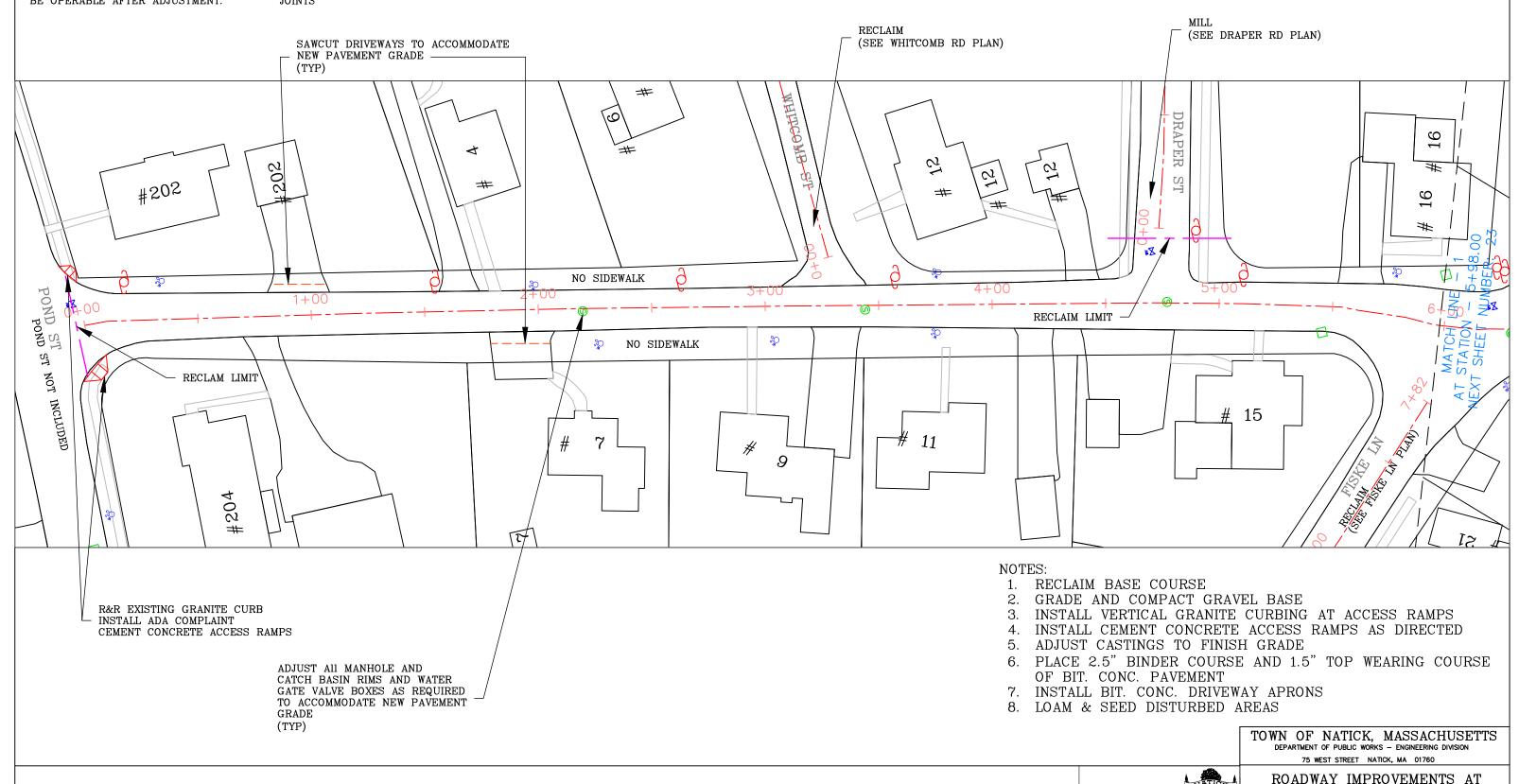








WATER SERVICE NOTES
CONTRACTOR SHALL ADJUST ALL WATER SERVICE VALVE BOXES TO ACCOMMODATE CHANGES IN FINISHED GRADE. VALVE BOXES MUST BE OPERABLE AFTER ADJUSTMENT. APRON NOTE
CONTRACTOR SHALL SAW CUT ALL EXISTING DRIVEWAY
APRONS AND R&D APRON PAVEMENT. CONTRACTOR SHALL INSTALL DRIVEWAY APRONS TO ACCOMMODATE NEW PAVEMENT GRADES. TACK AND SAND ALL PAVEMENT

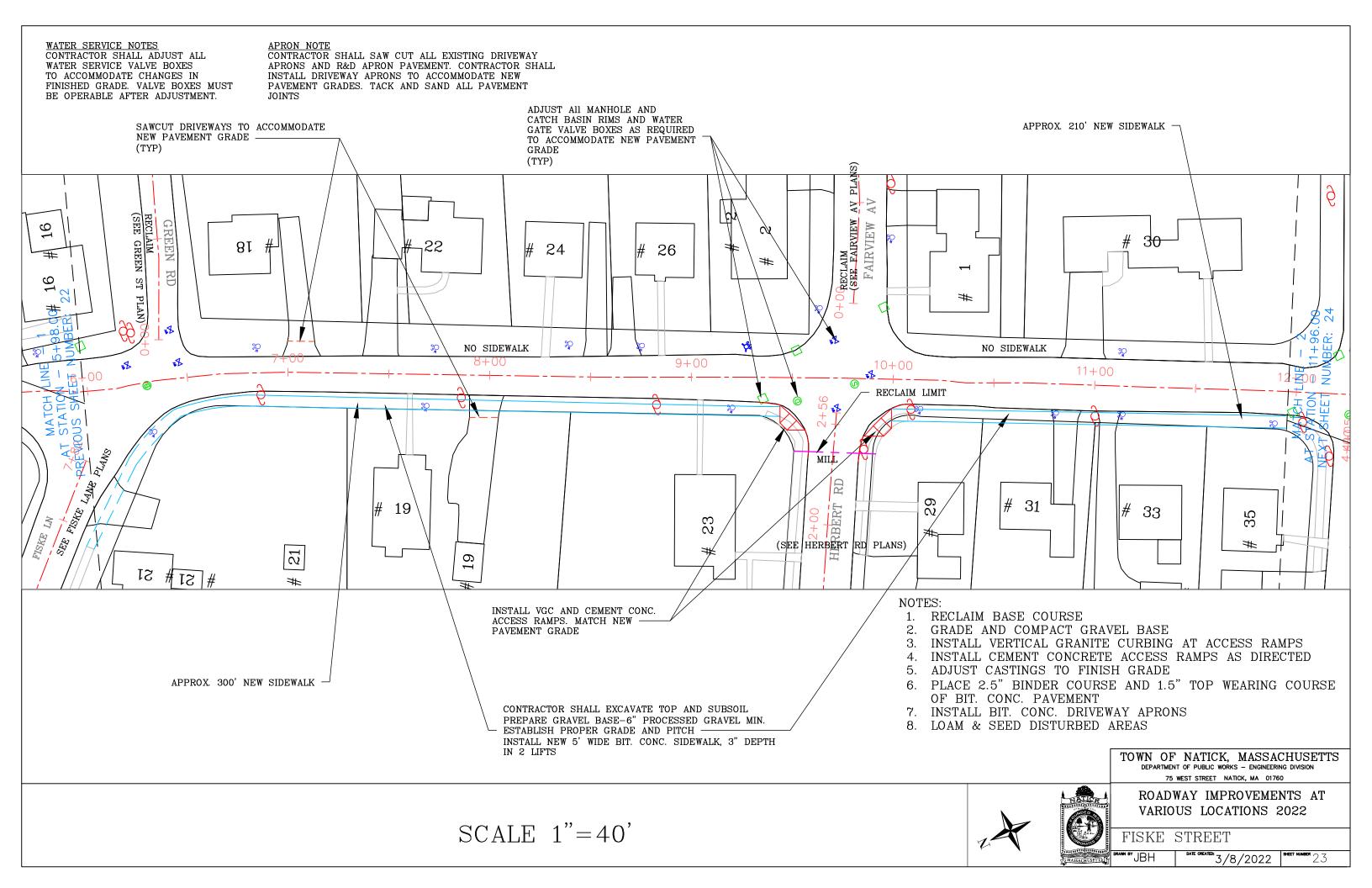


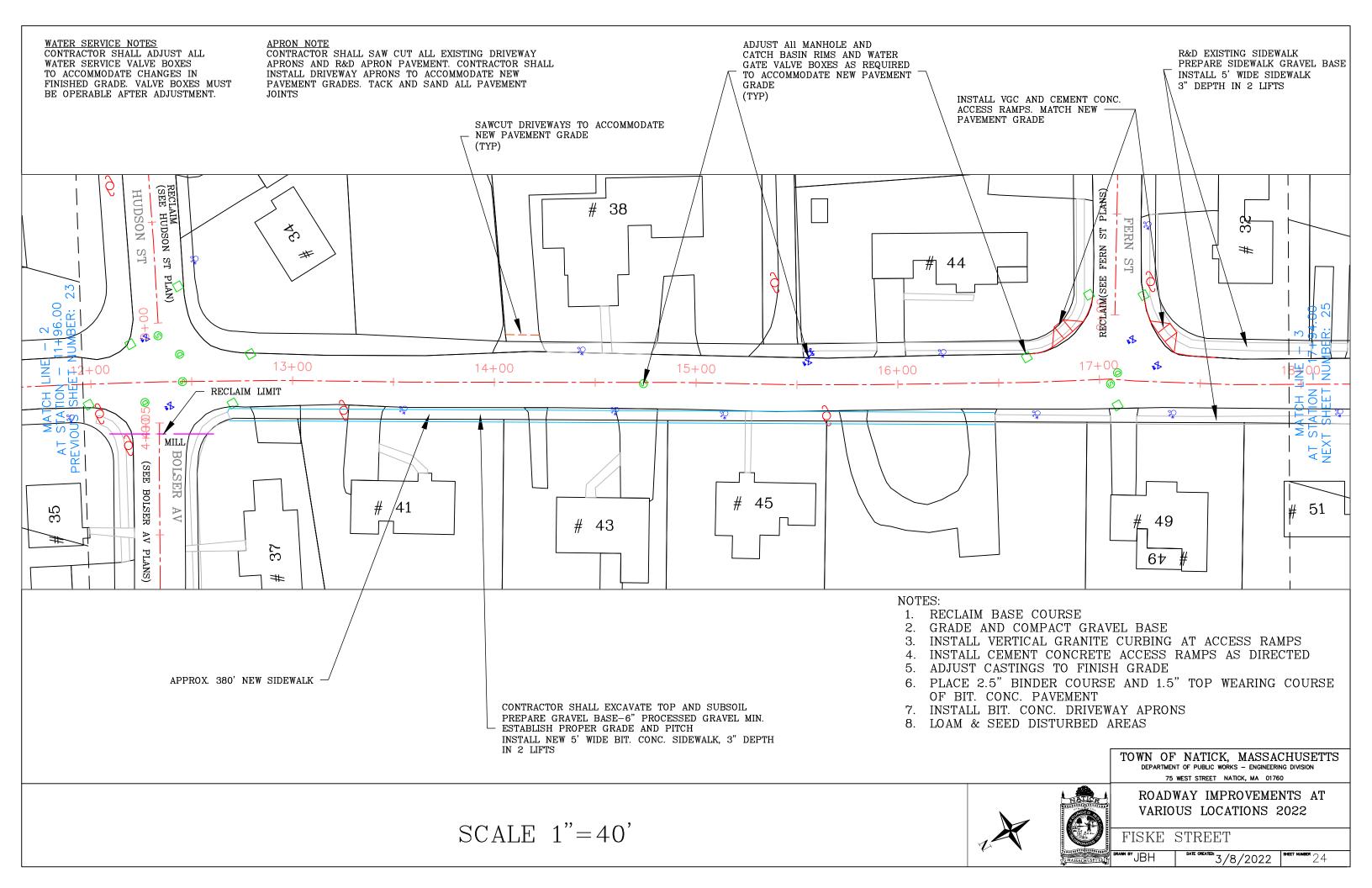


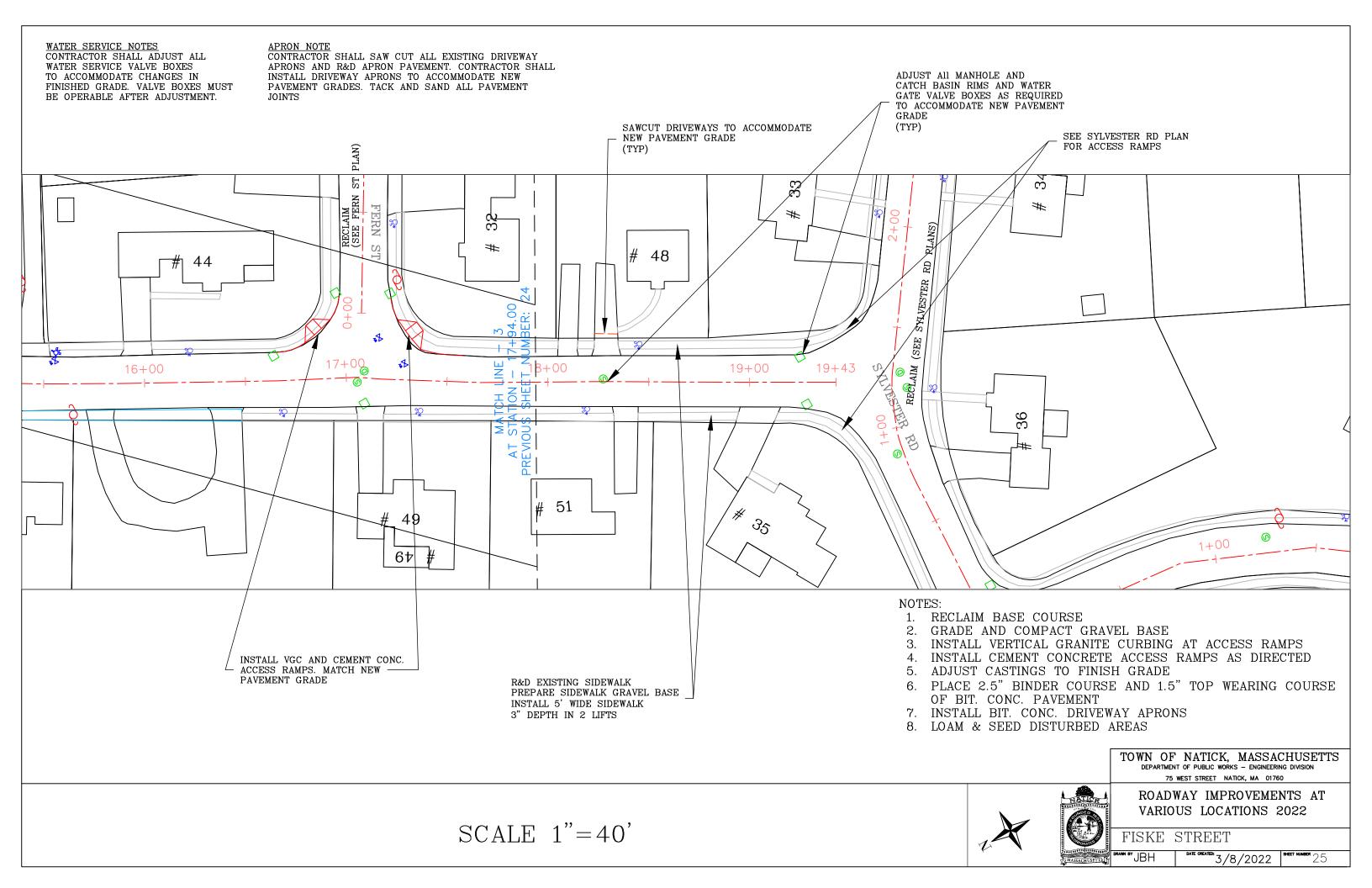
ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2022

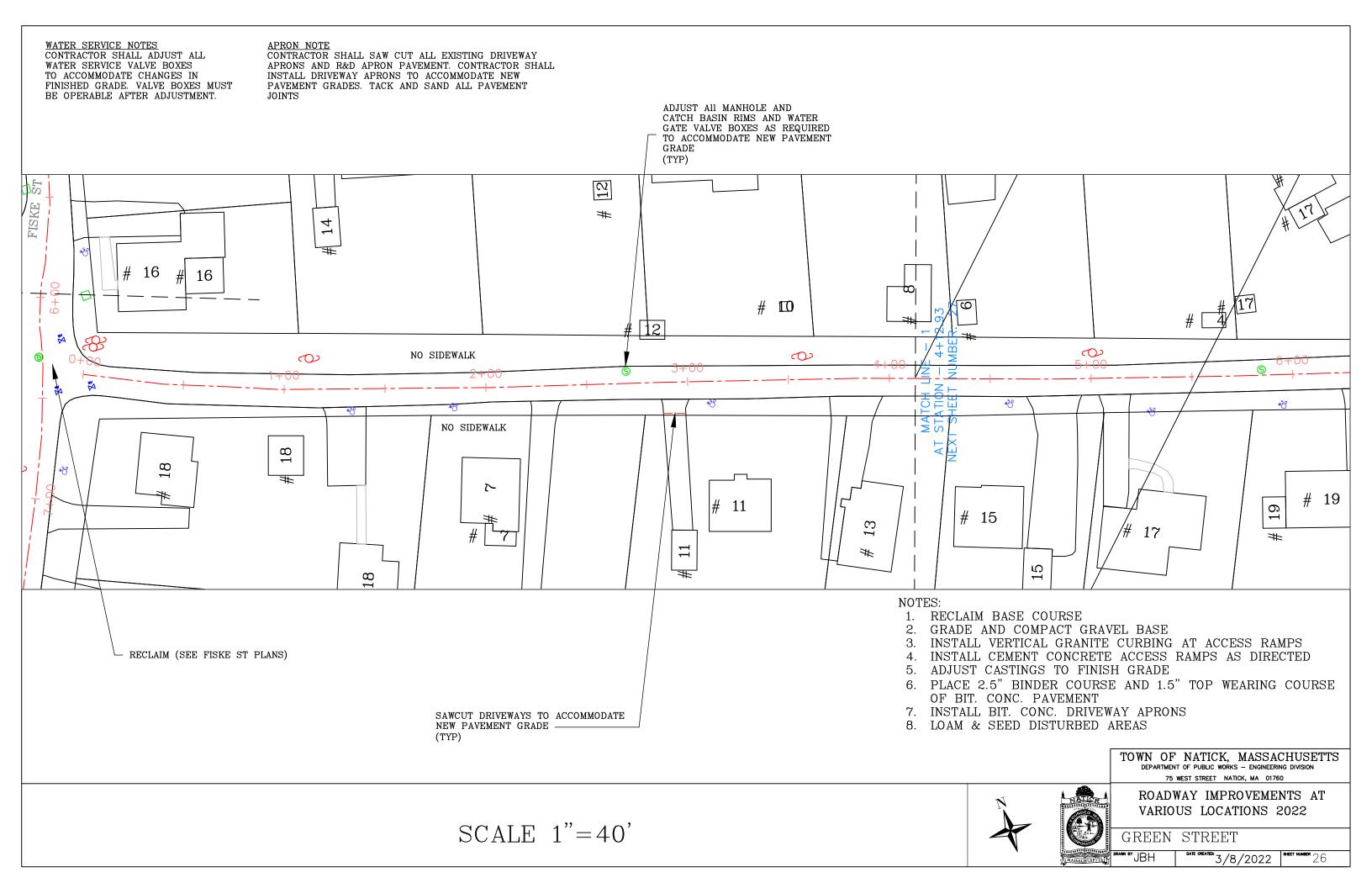
FISKE STREET

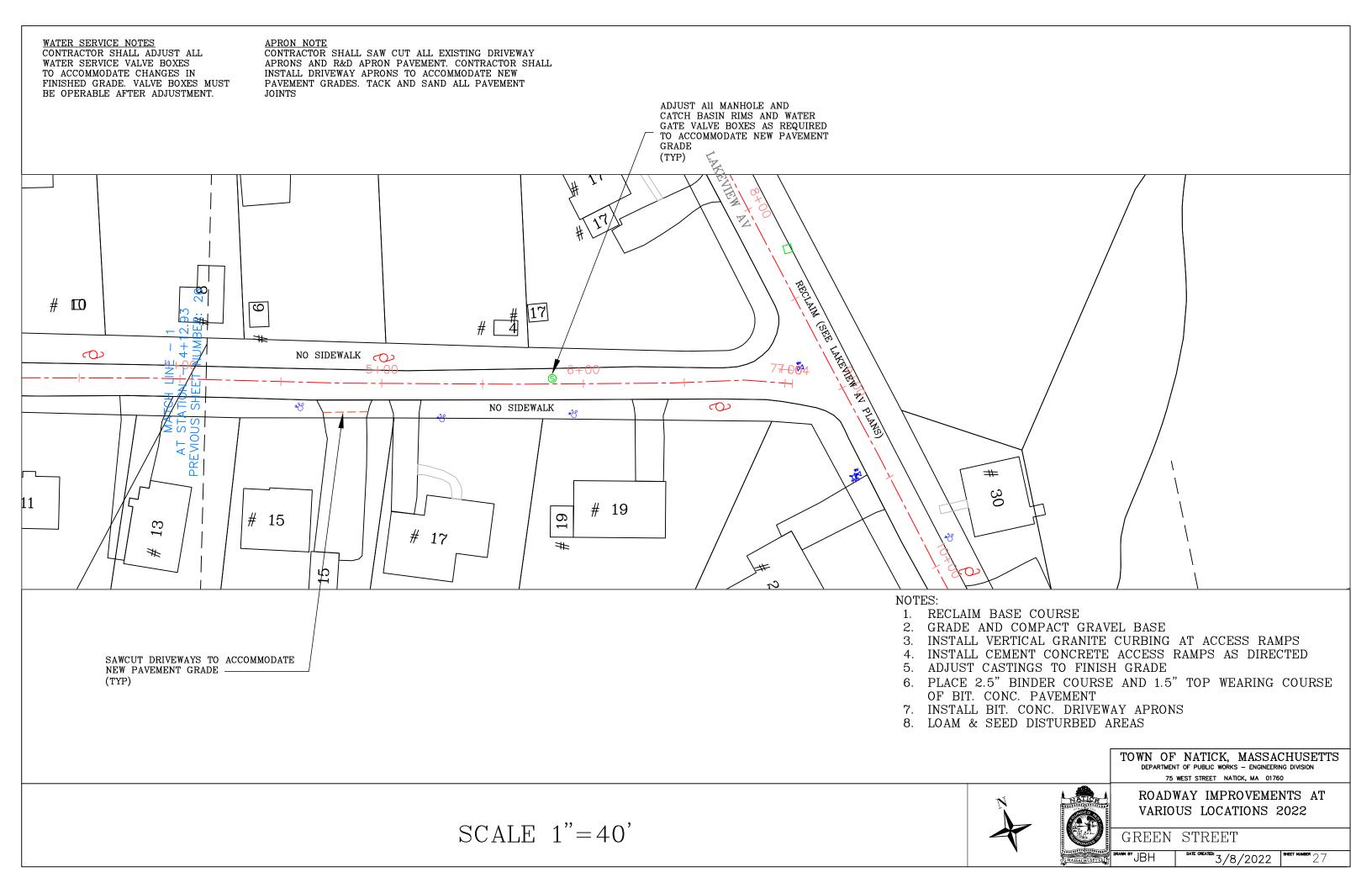
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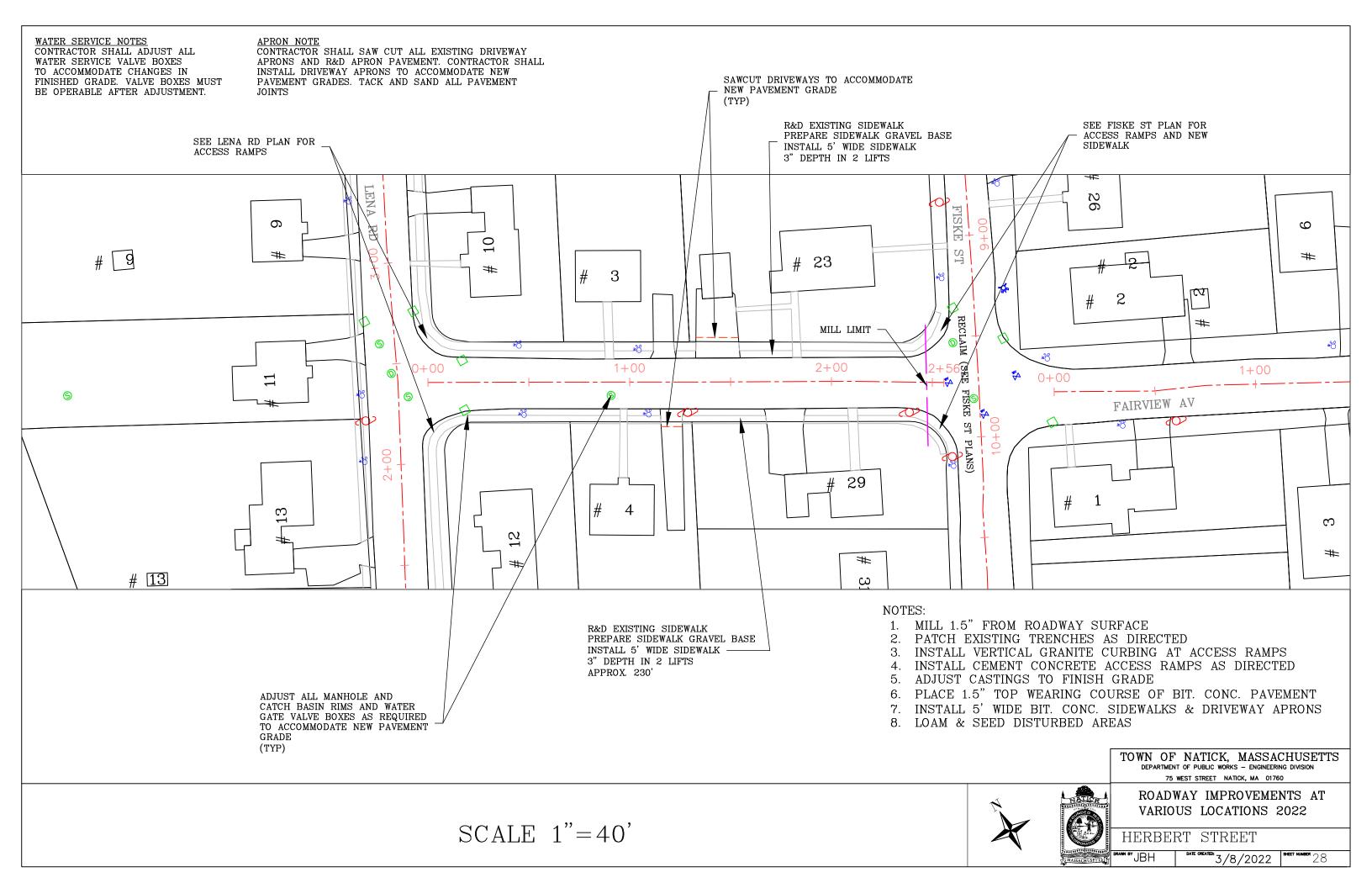


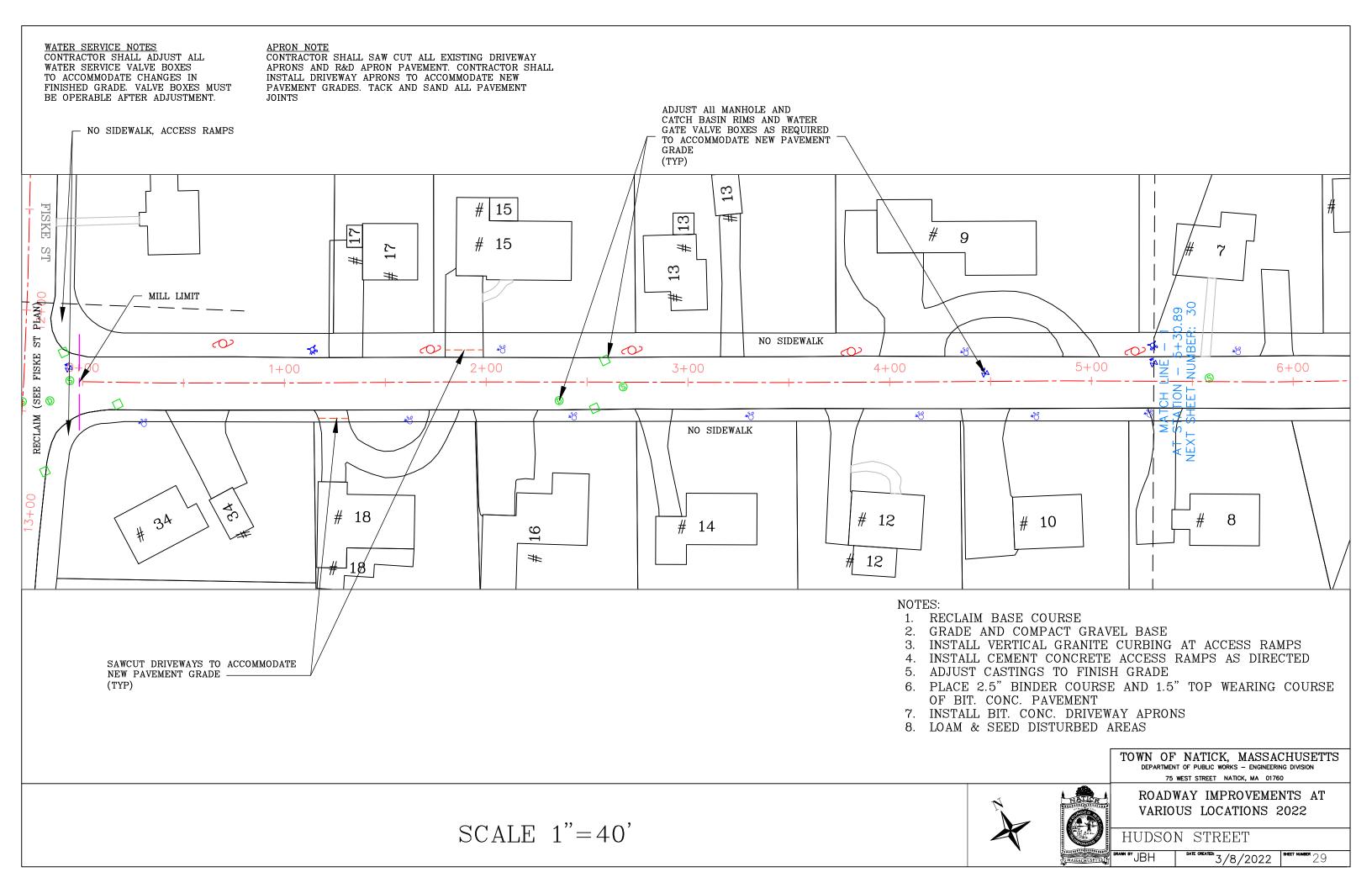


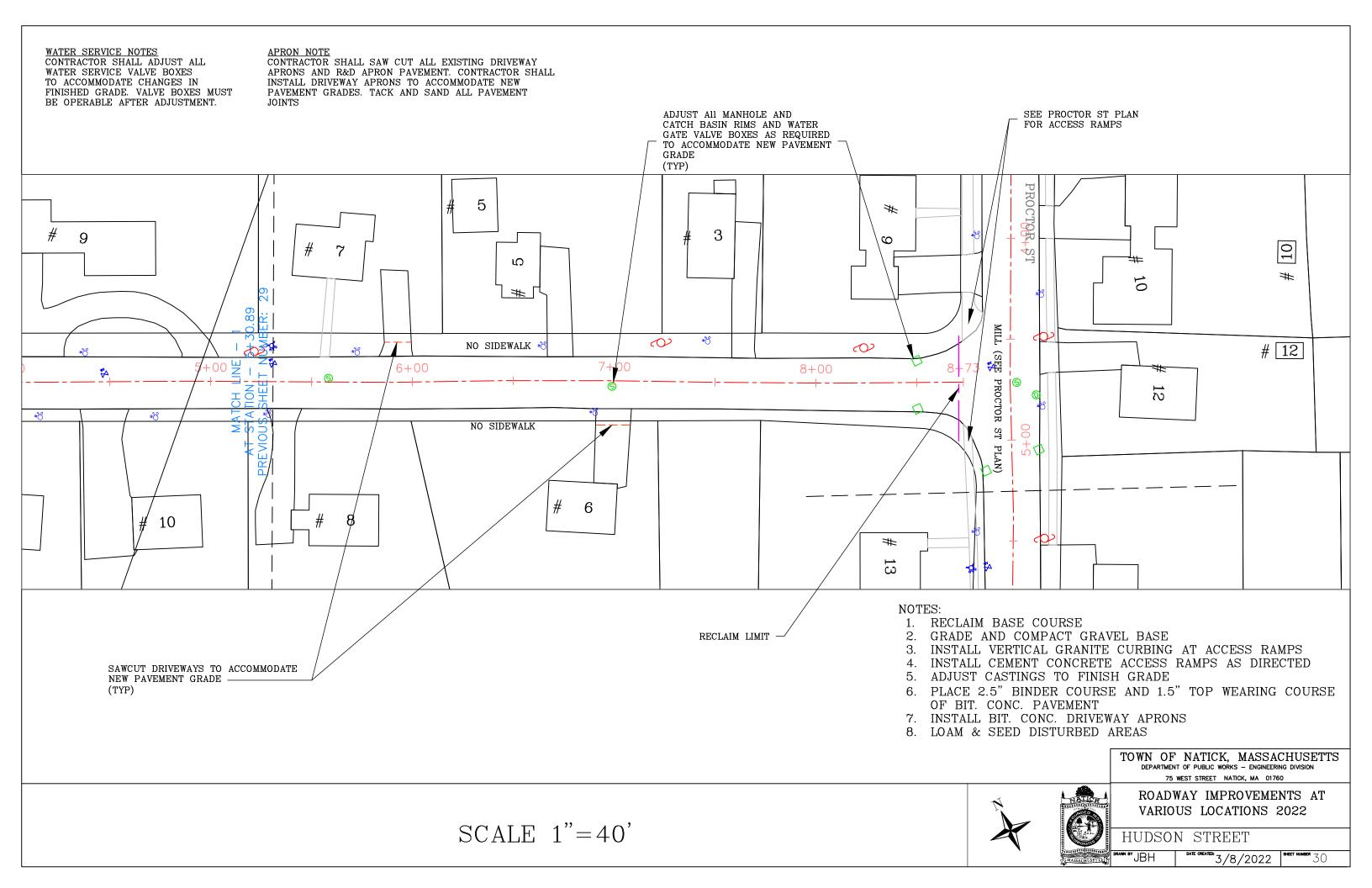


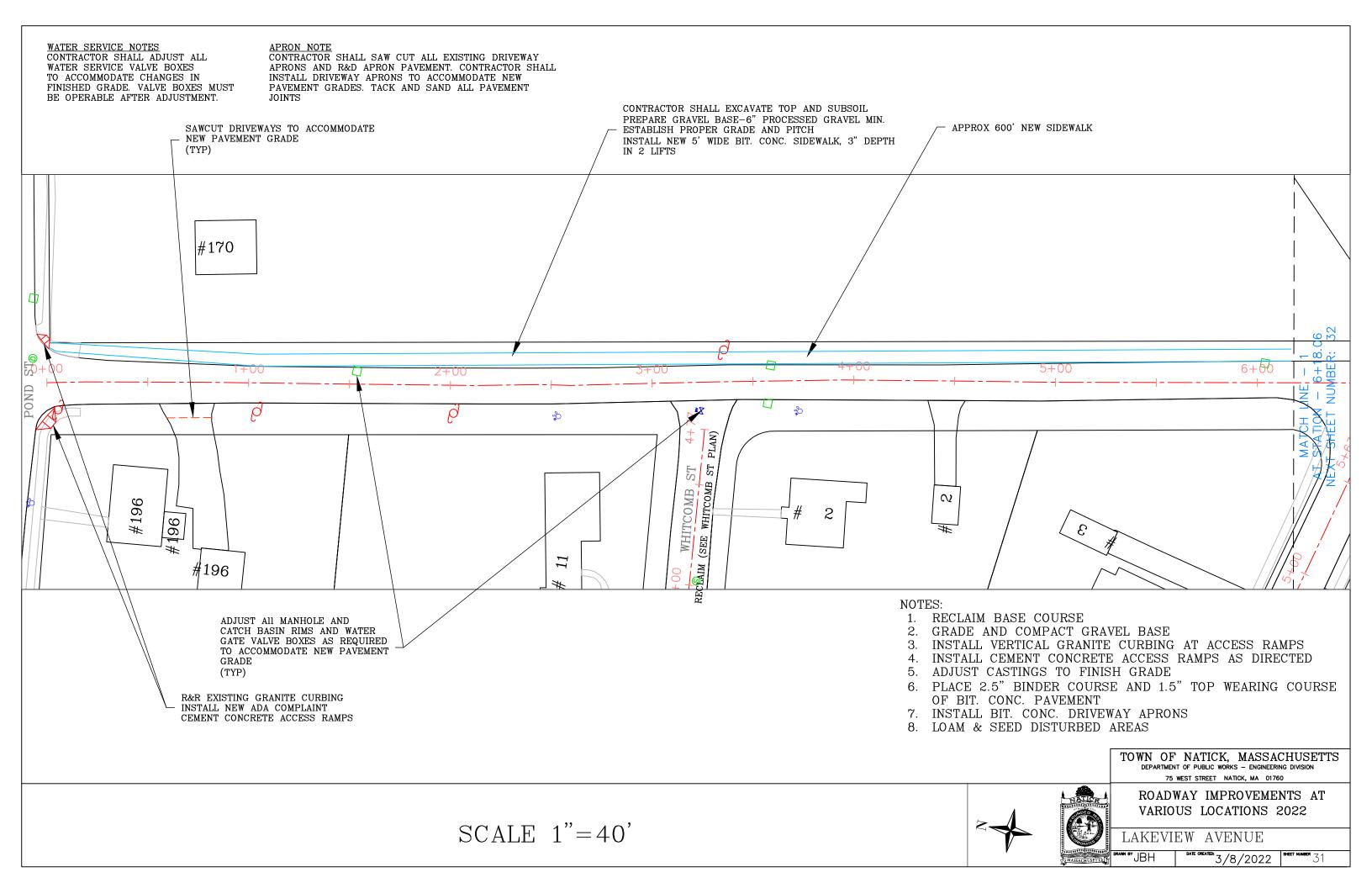


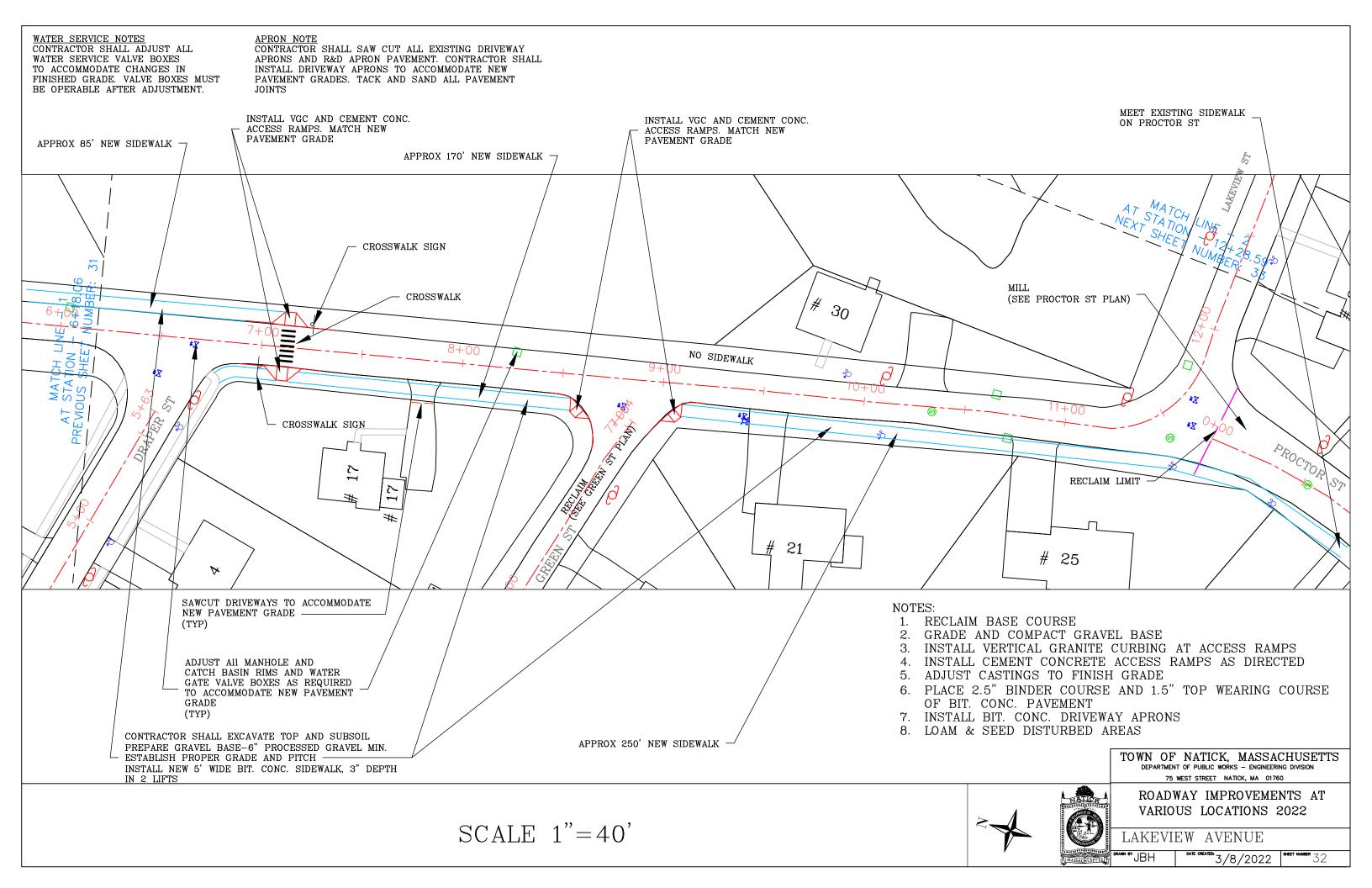


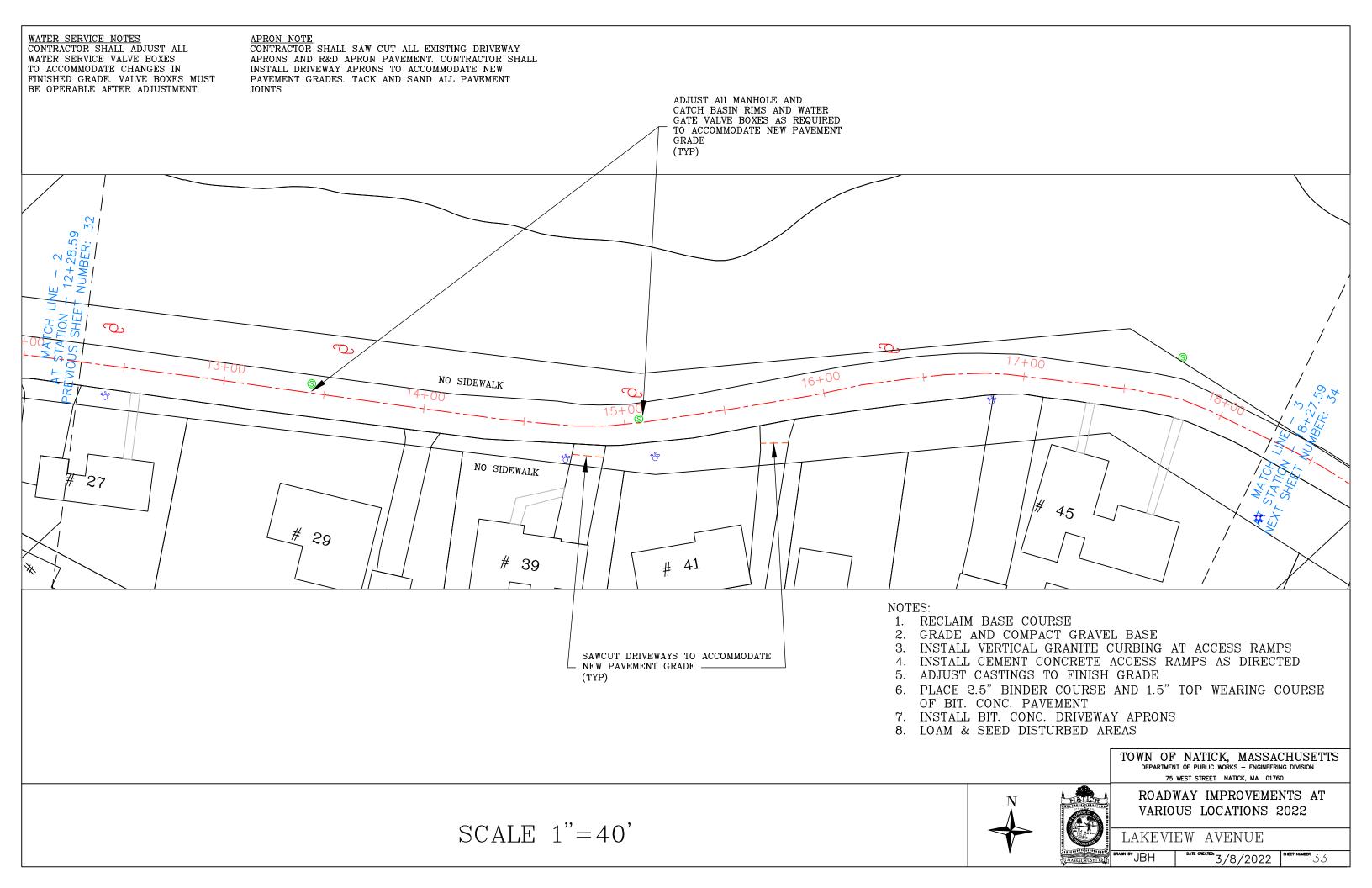


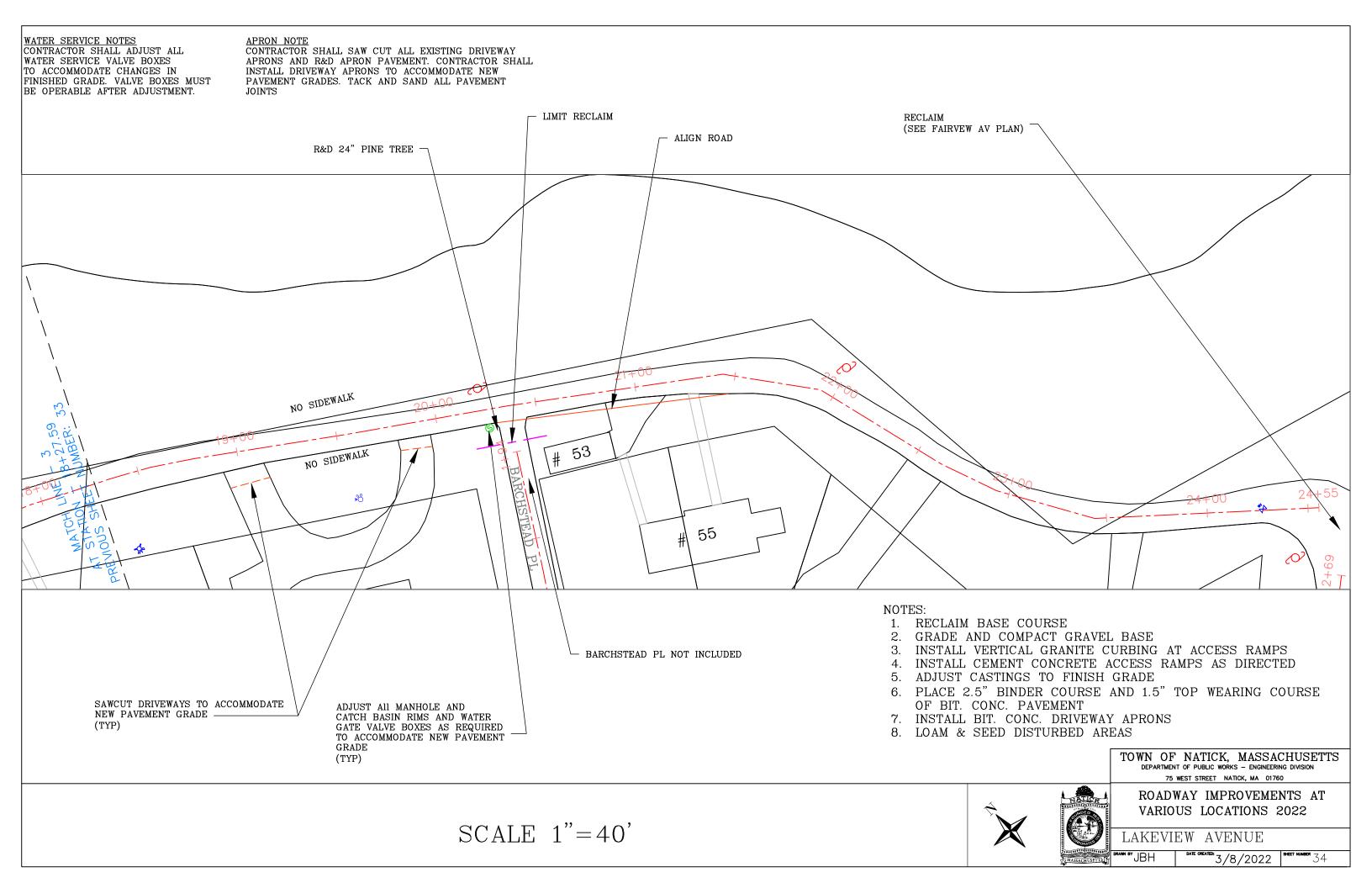


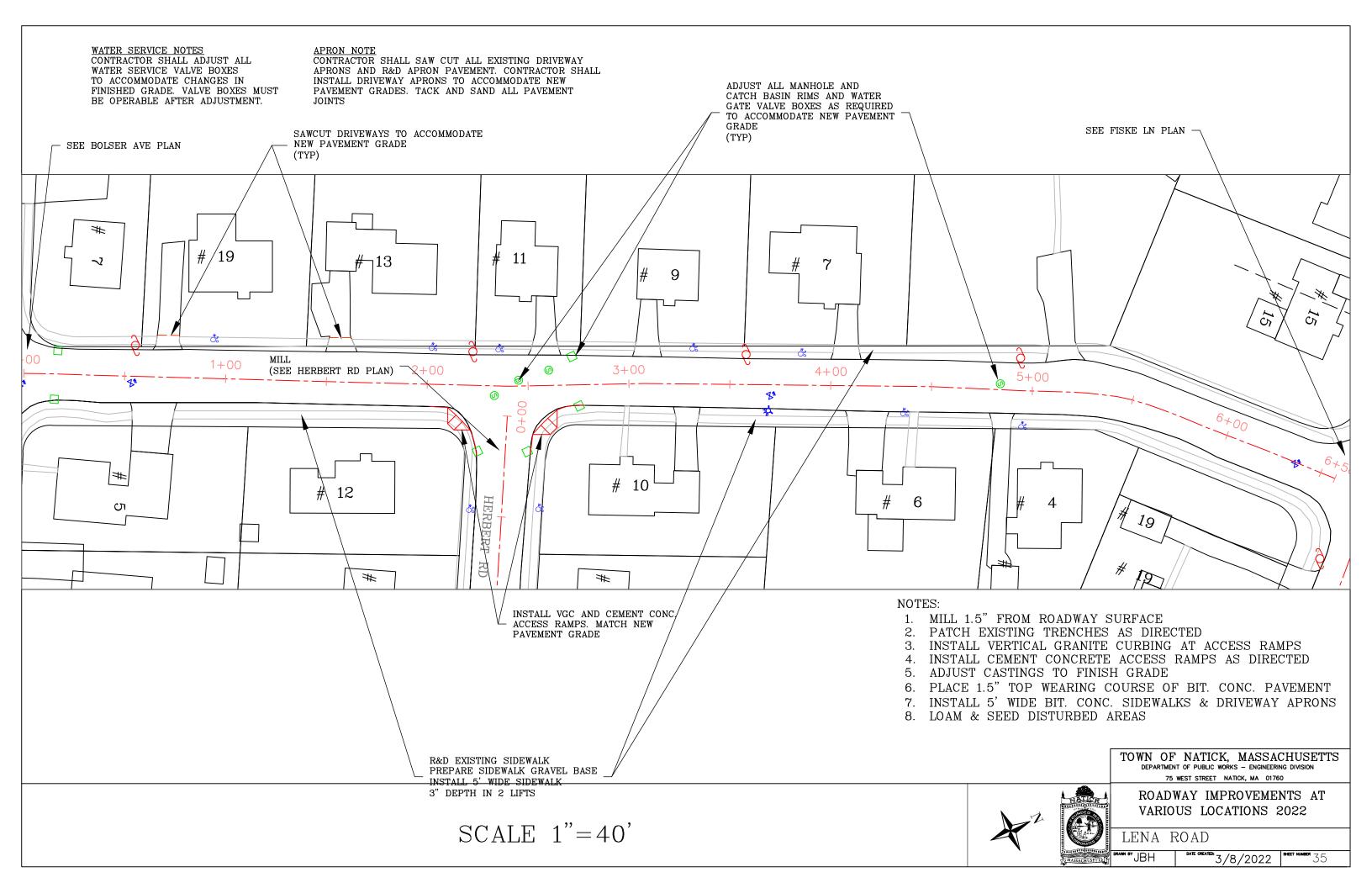


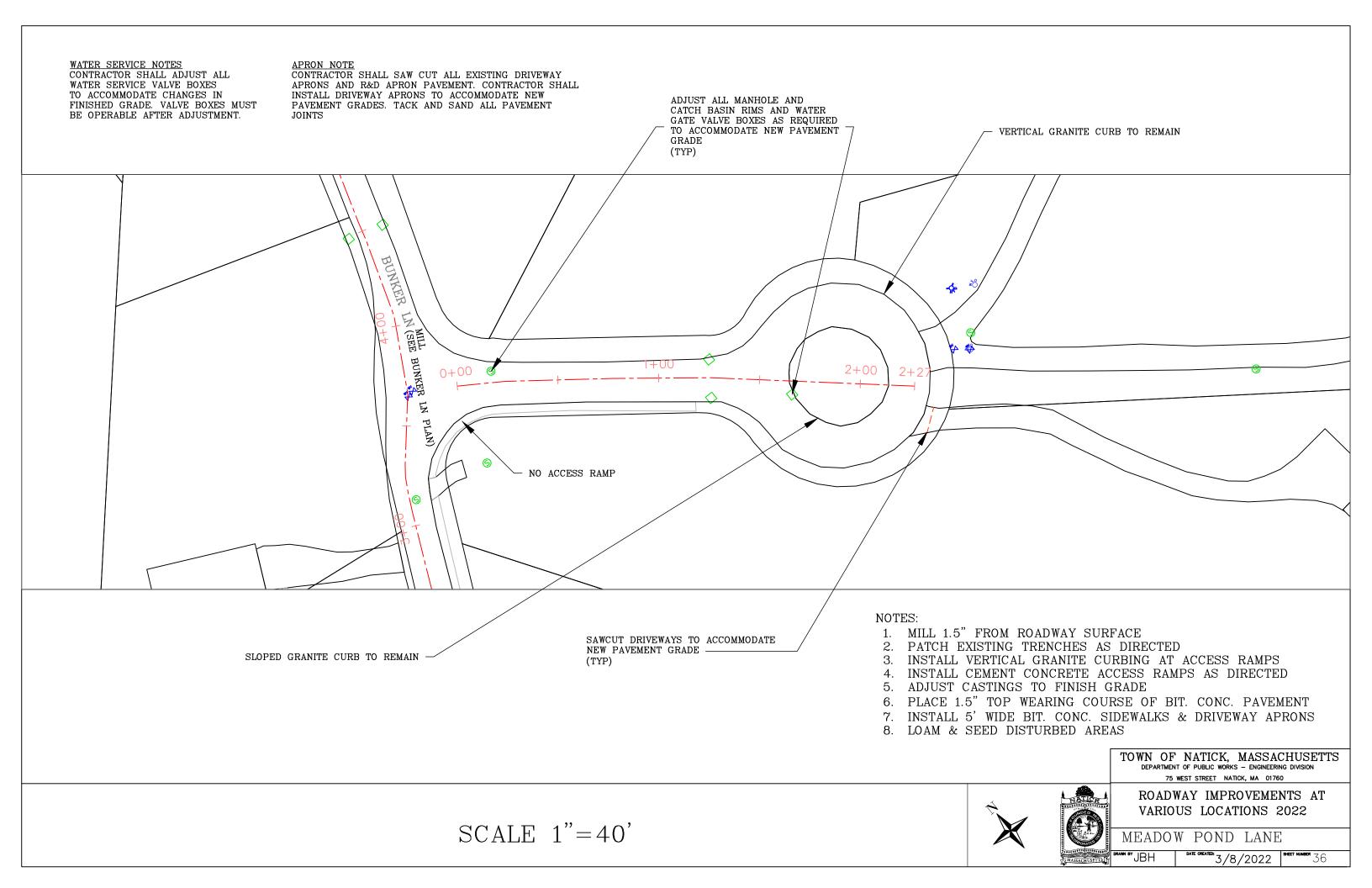


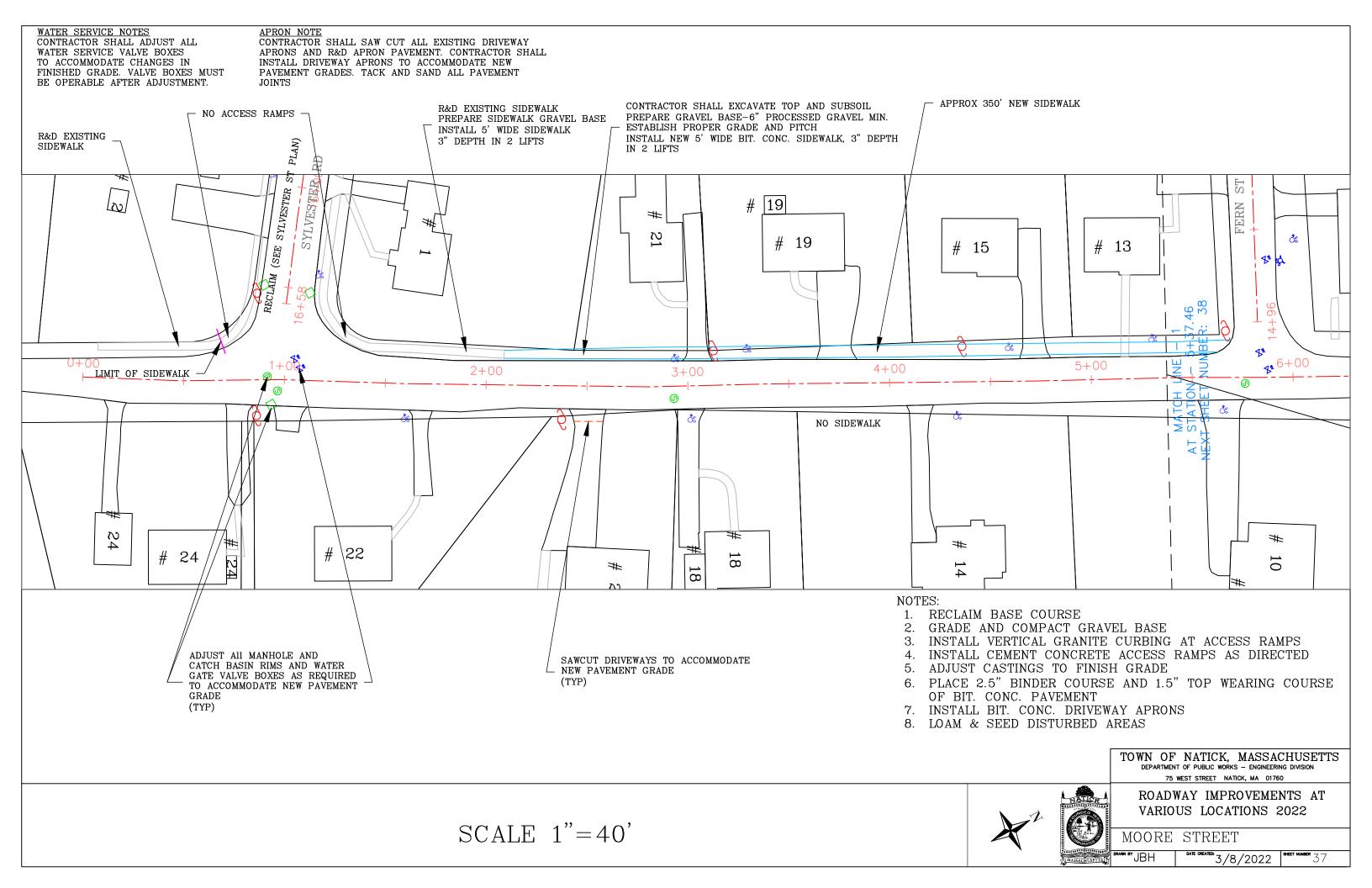


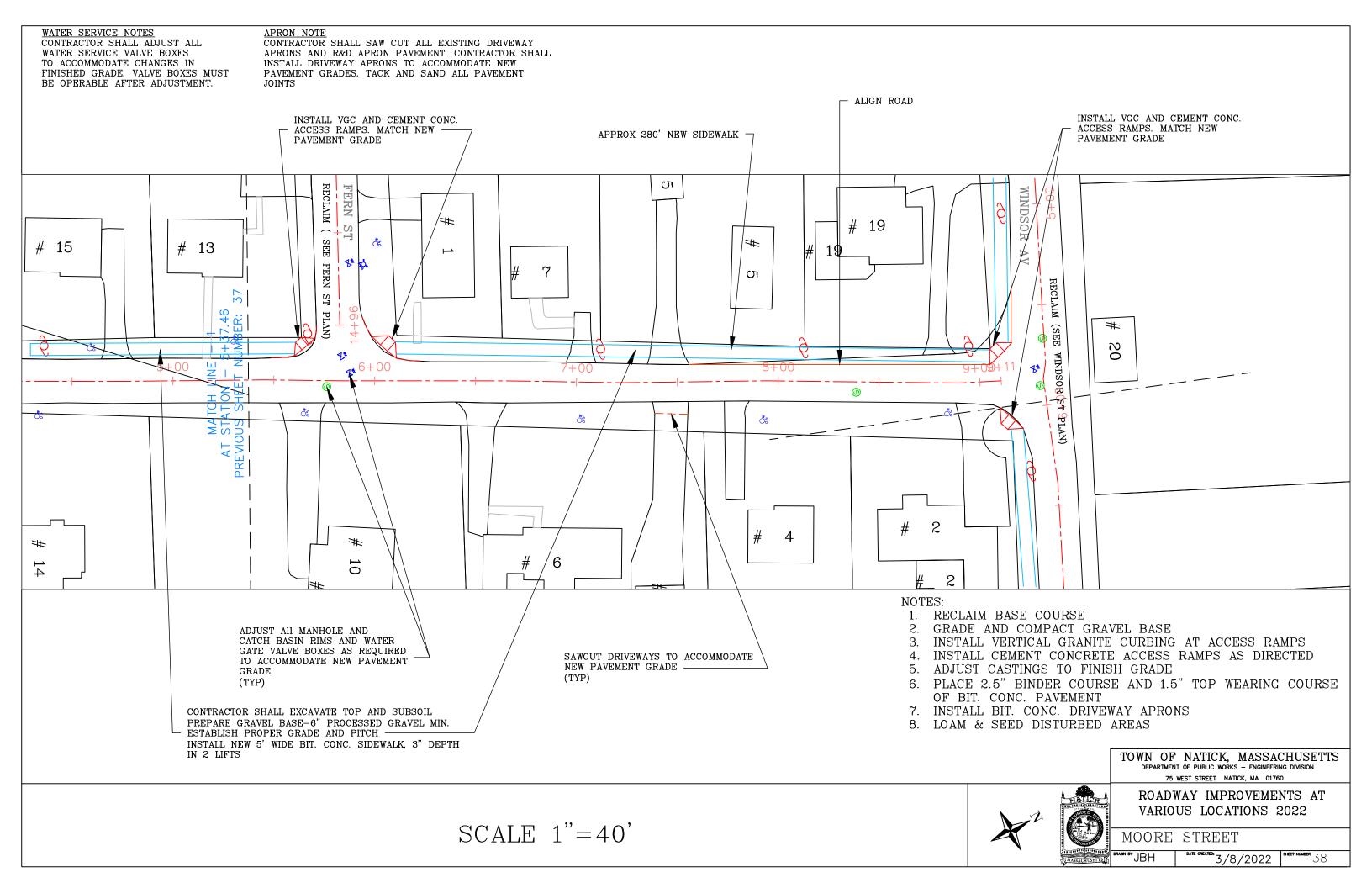


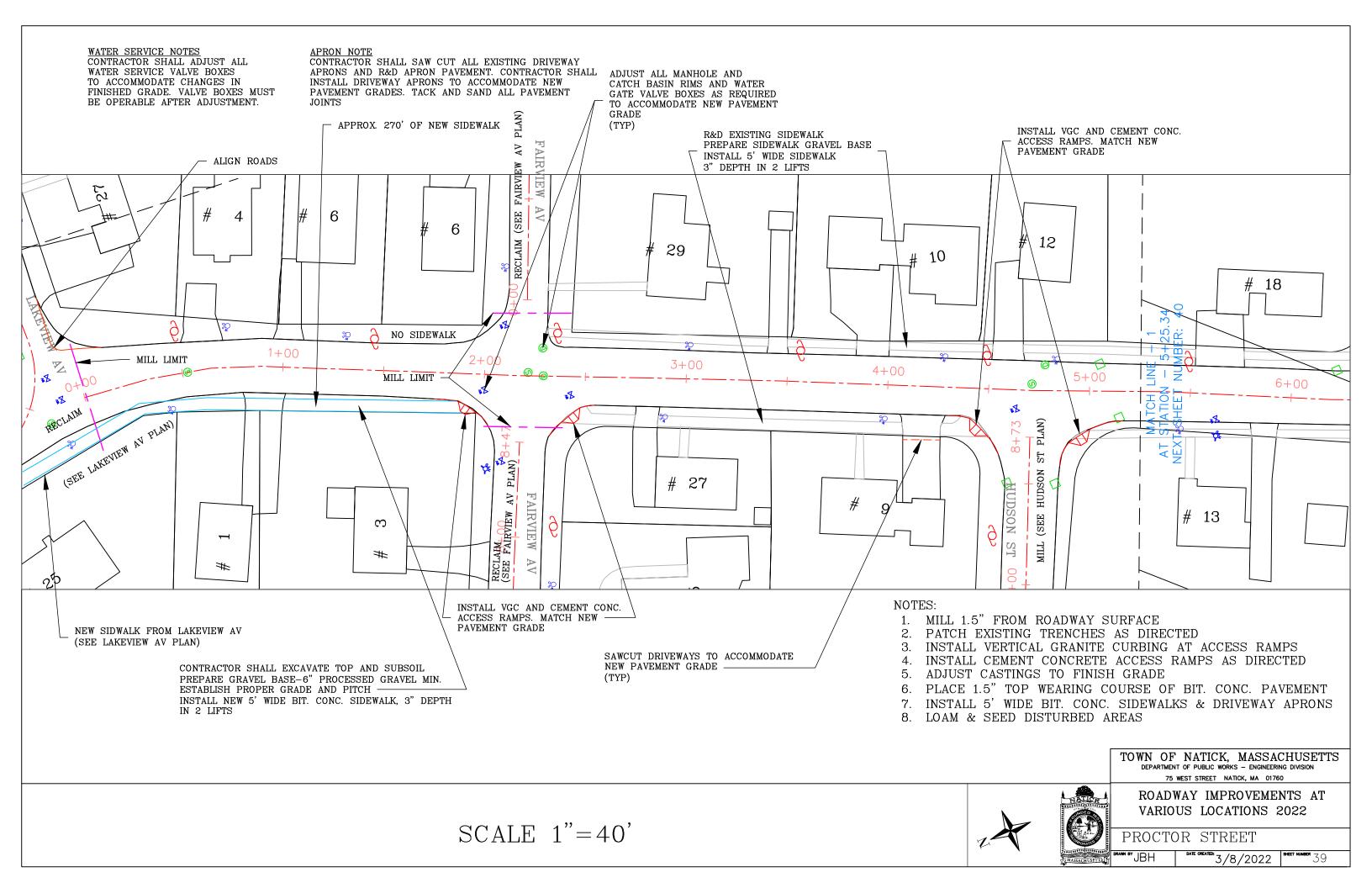


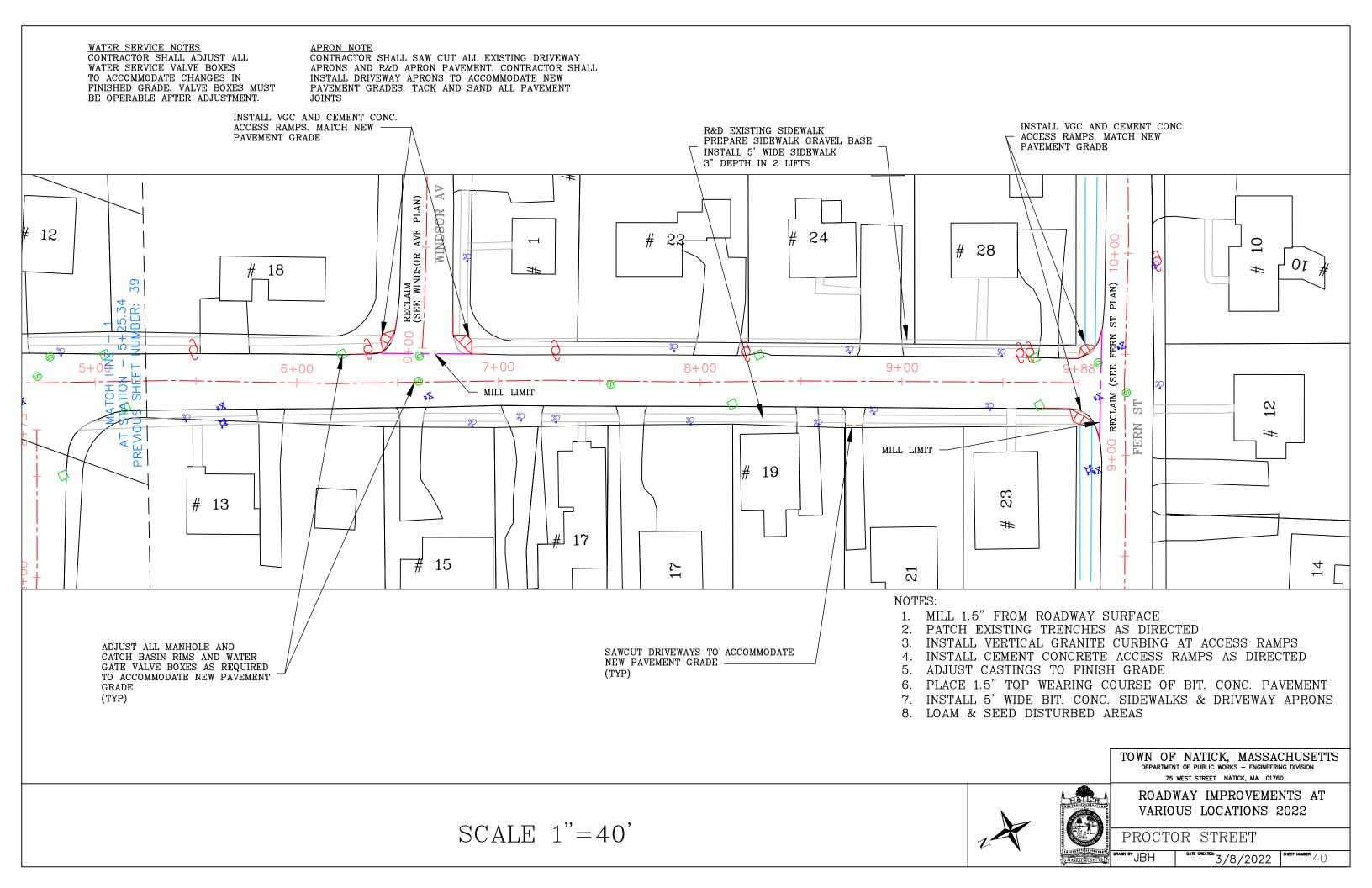


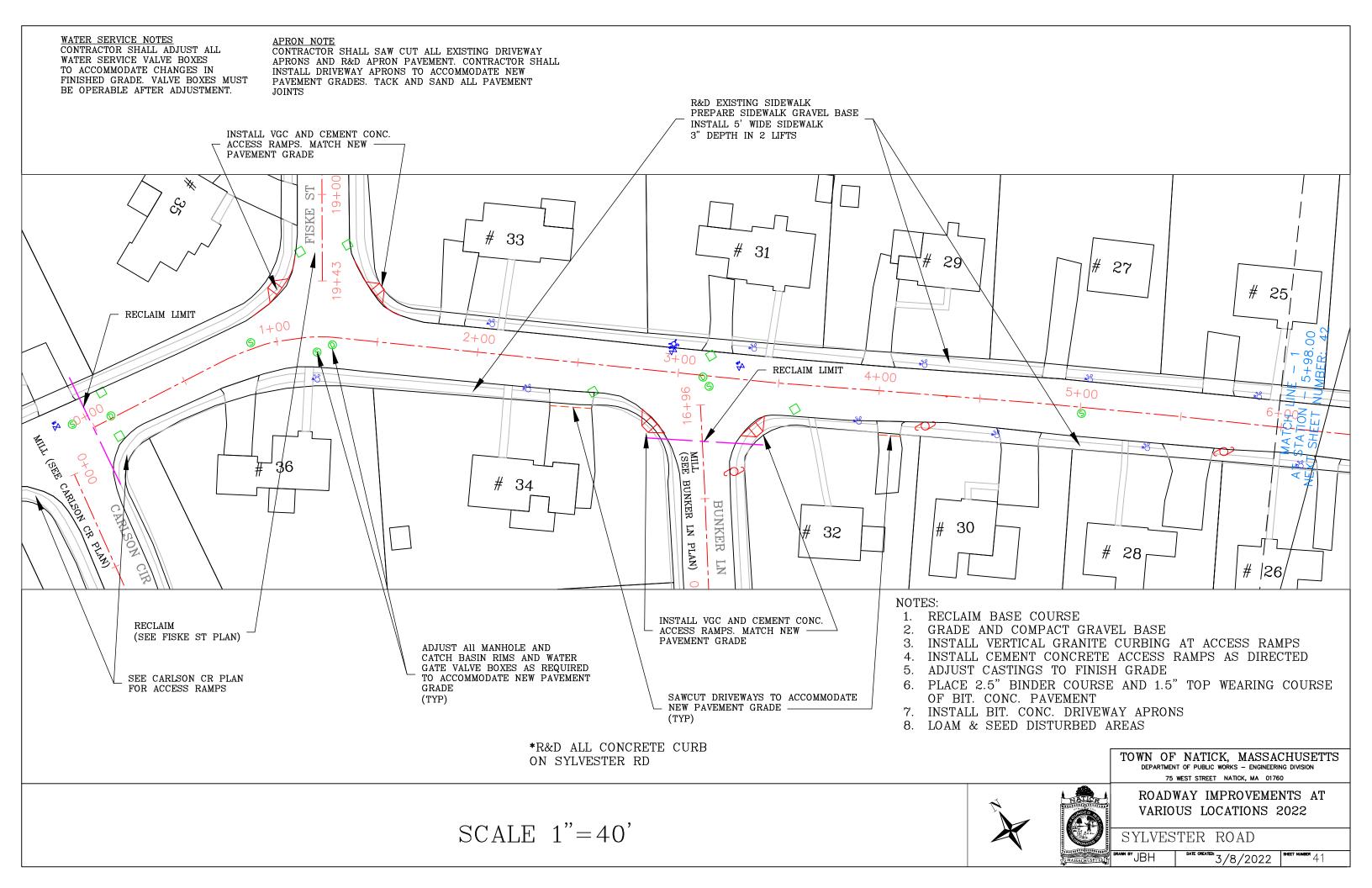


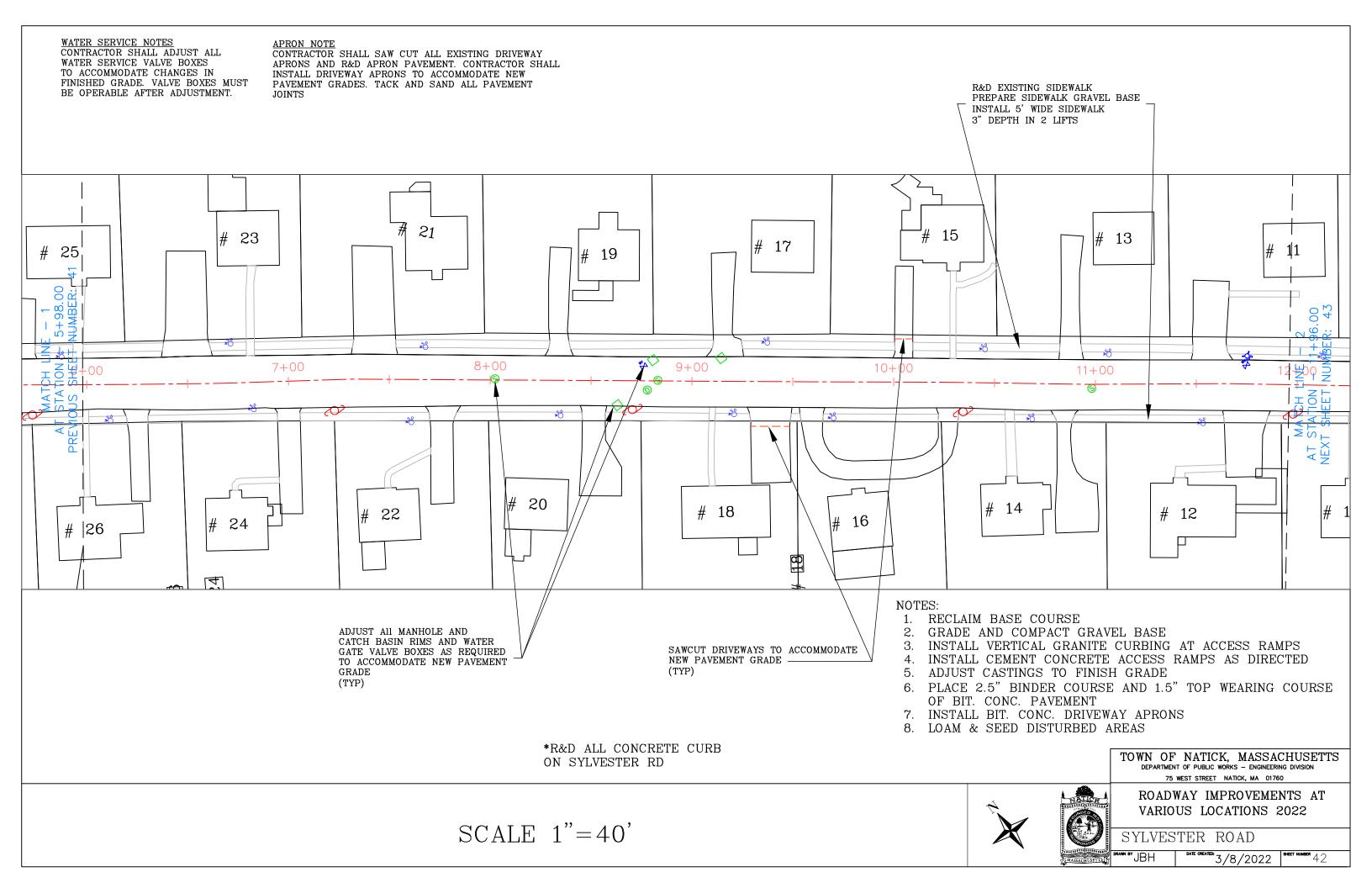


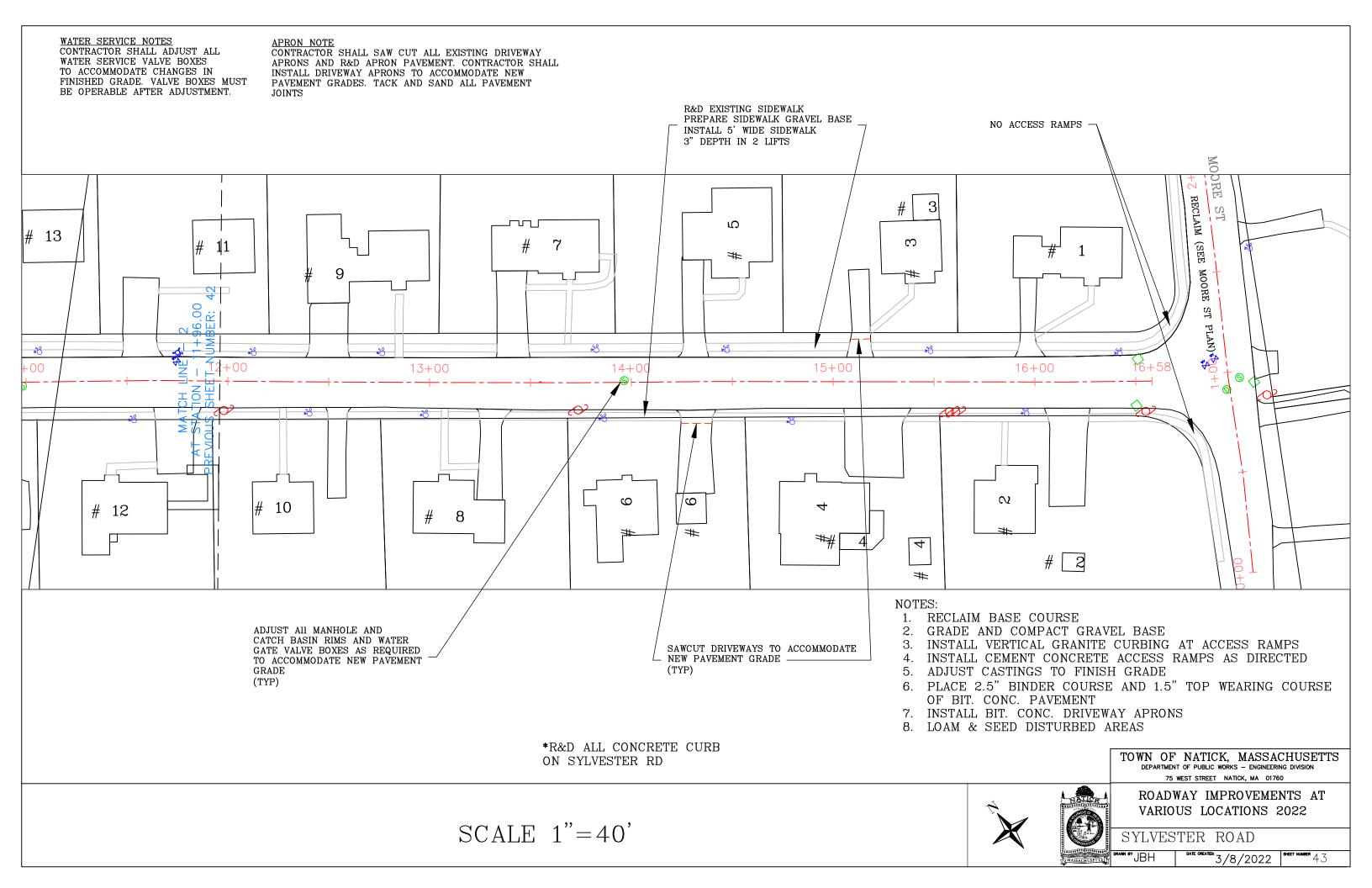


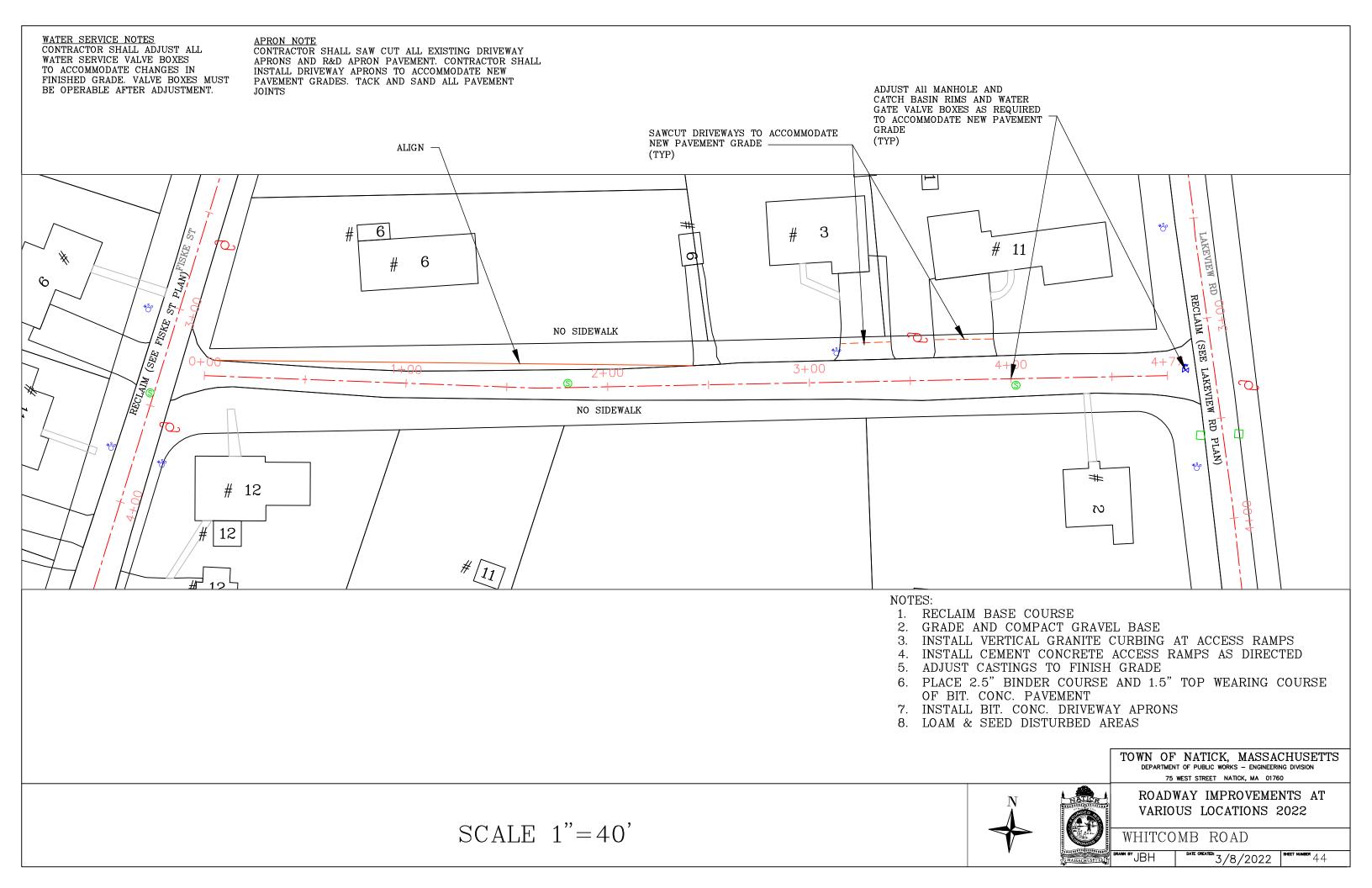


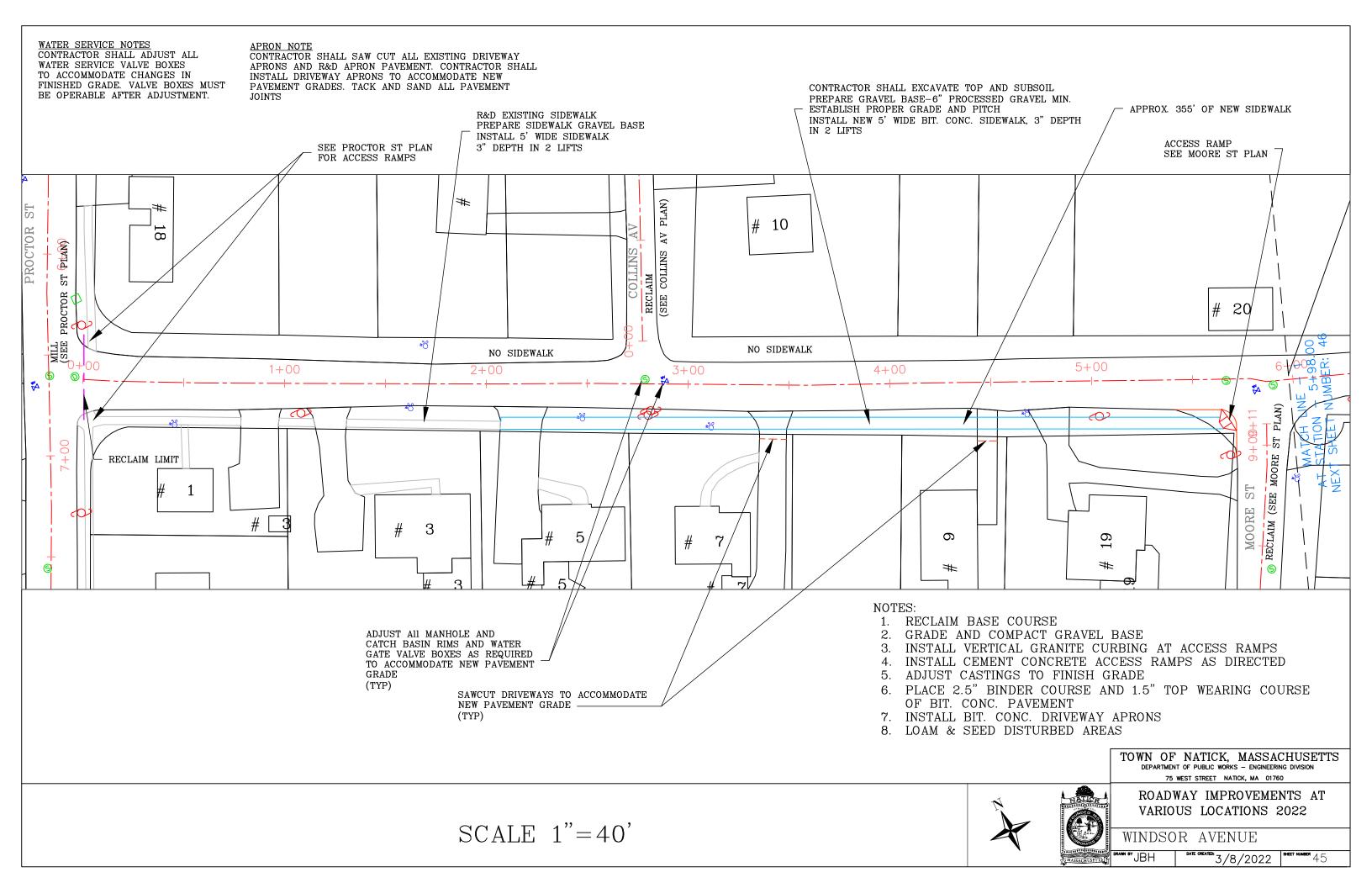


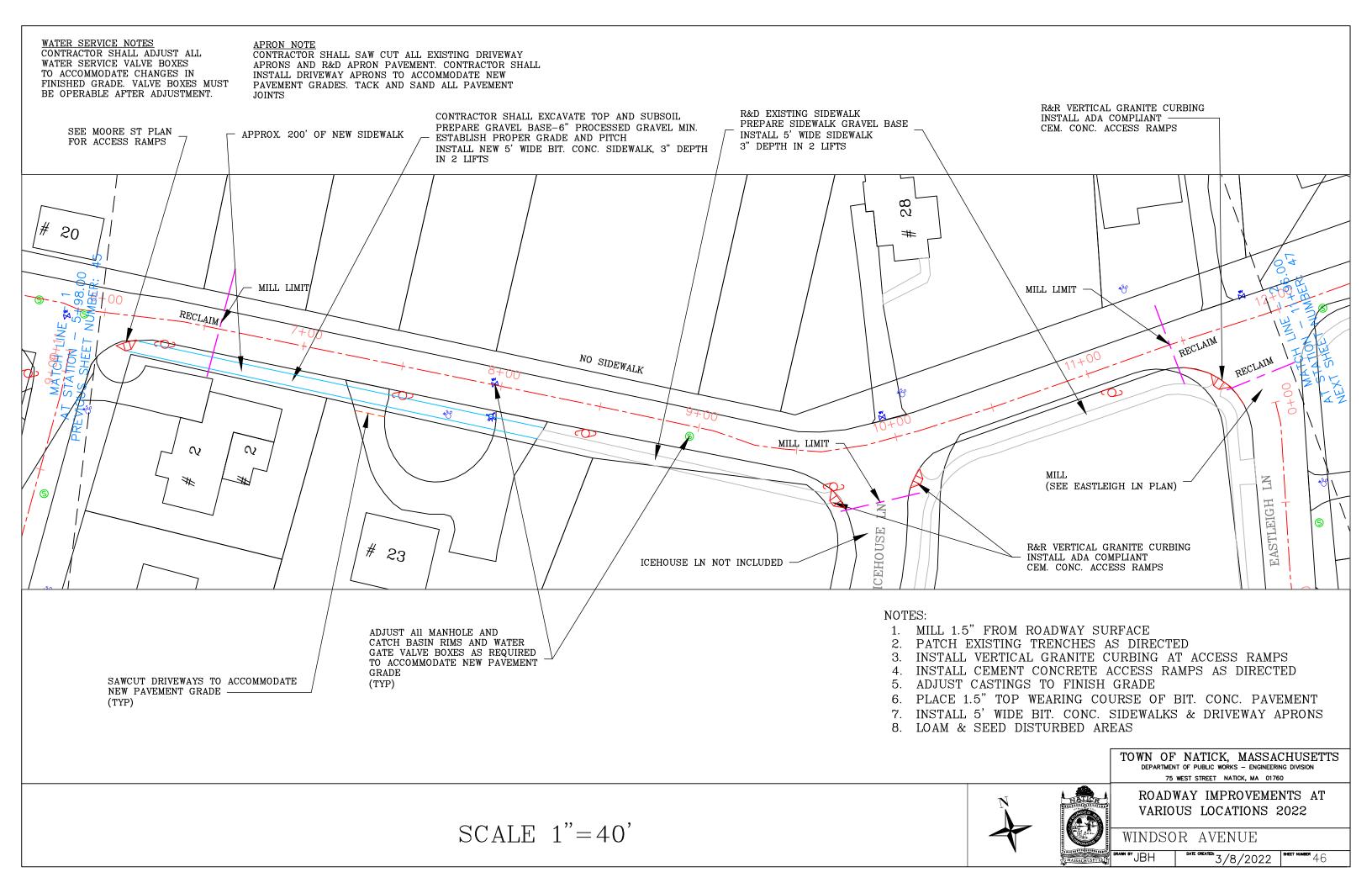


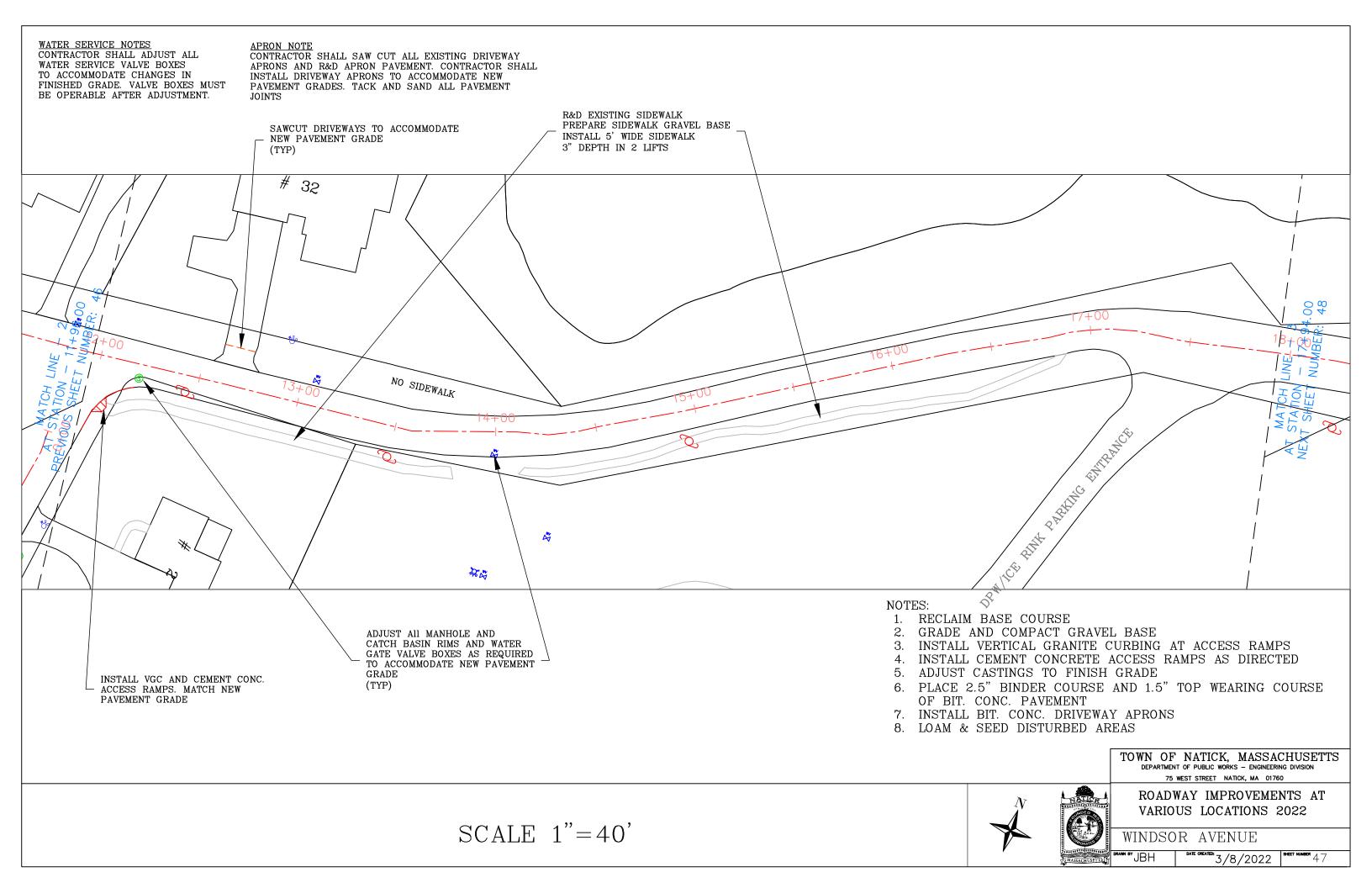


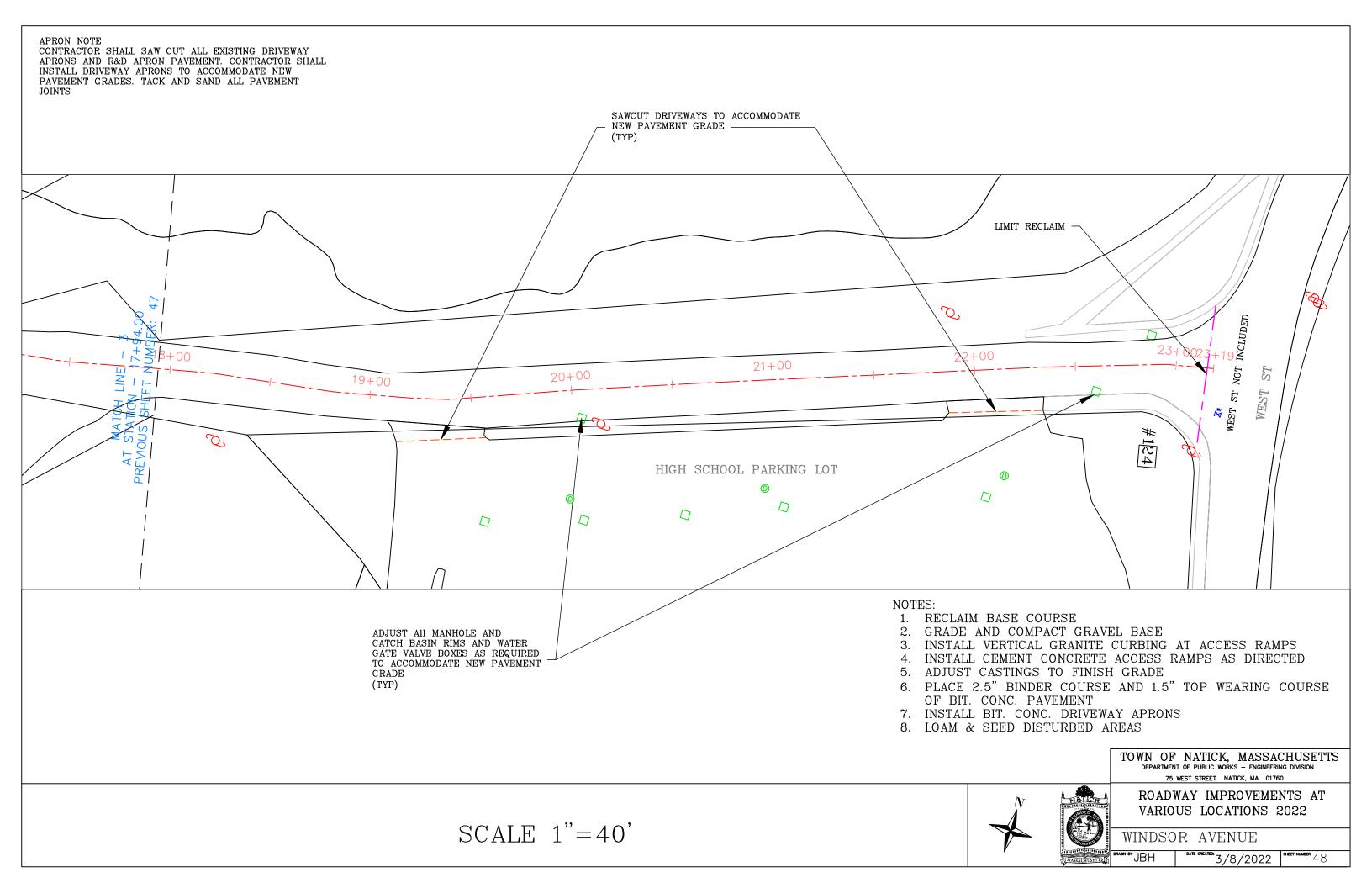


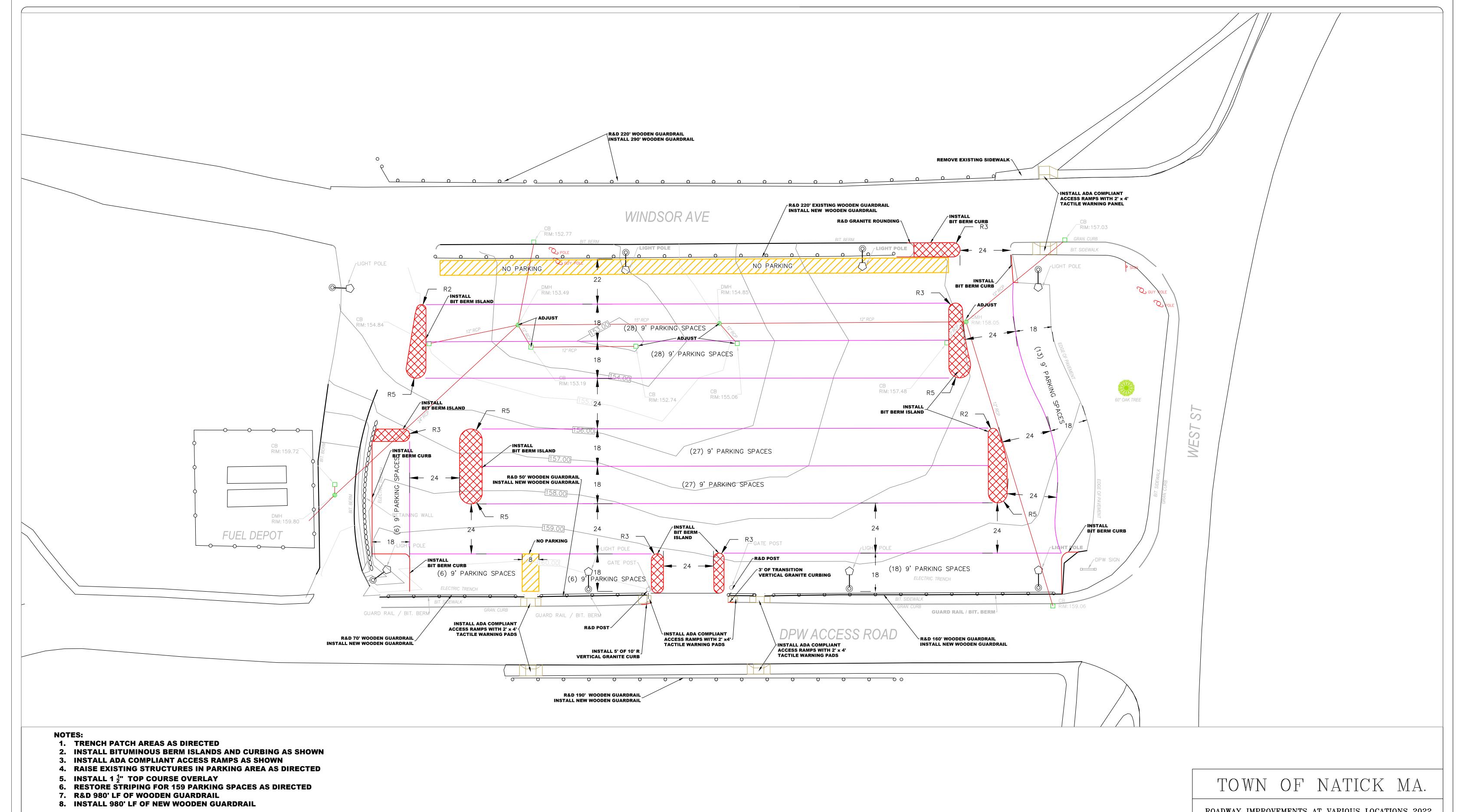








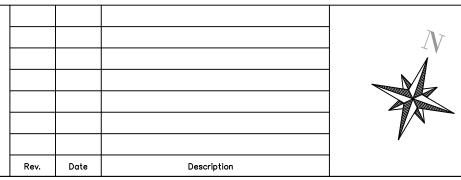




ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2022

NATICK HIGH SCHOOL FIELD PARKING LOT

 $\frac{P \quad L \quad A \quad N}{\text{SCALE: 1"} = 20'}$



NATICK UP-BIBIUM GOD	
ROUNDED 1637	
	Designe
Z ORPORATED	Drawn
MASSASYNISETTS	Date:

	Designed By				Checked By:		Sheet No.	
DED 1637		75	WEST	STREET			NATICK,	MA
LUM GOD				22		. 022.0		
FICK	(I			DFPAR	TMENT OF	F PUBLIC	WORKS	
			EN	IGINI	EERII	NG D	IVIS	ION

75 WEST STREET NATICK, MA 01760

Designed By: WM

Drawn By: JBH

Date: 1/2/2019 Job No.

