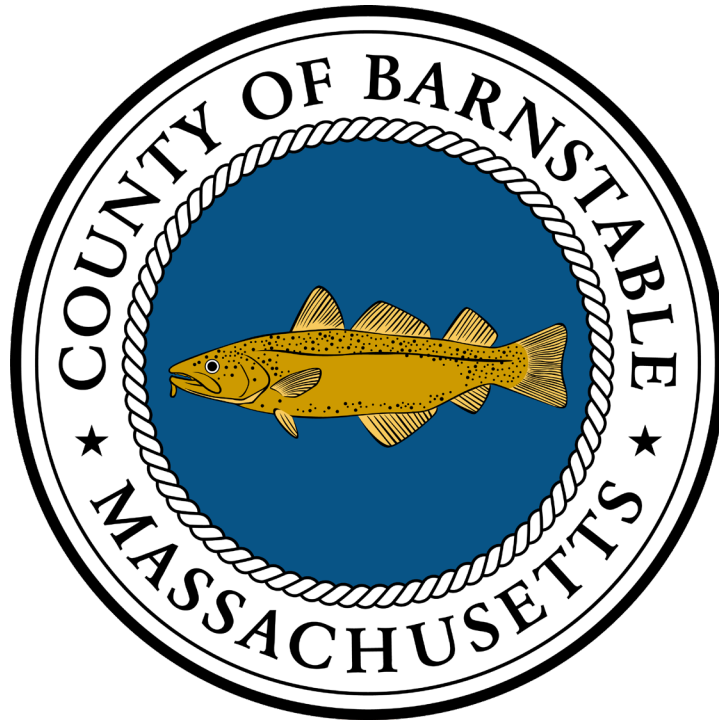


Barnstable County Purchasing Department



Contract # BC-22-7959

Road Resurfacing Specific Projects

Lawrence Lynch

Barnstable County

Bid No. 7959

Road Resurfacing Specific Projects

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Barnstable County

Regional Government of Cape Cod
Purchasing Department

Jennifer L.V. Frates, Chief Procurement Officer



Advertisement

Barnstable County on behalf of the Towns in the County requests bids from qualified contractors for:

Road Construction Items and Materials per Bid No. 7958

&

Road Resurfacing Specific Projects per Bid No. 7959

The bid documents may be obtained electronically online at <https://barnstablecounty.bonfirehub.com> where they are publicly available as of January 3, 2022 at 8:00AM.

Bids are due **January 31, 2022 at 10:00AM for Bid No. 7958 and 11:00AM for Bid No. 7959**

THESE PROJECTS ARE BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. It is the bidder's sole responsibility to familiarize themselves with the Bonfire Online Bid Submission Platform and the online bid submission process and requirements.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

All submissions for this project are subject to the provisions of Massachusetts General Laws, Chapter 30, 39M. Prevailing wages apply, where applicable. MassDOT Prequalification will be required on some items.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Jennifer Frates
Chief Procurement Officer

3195 Main Street | P.O. Box 427 | Barnstable, Massachusetts 02630

P: (508) 375-6637 E: Jennifer.frates@barnstablecounty.org



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Signed Form for General Bid	File Type: PDF (.pdf)	1	Required	
Bid Bond 5%	File Type: PDF (.pdf)	1	Required	
7959 - Road Resurfacing Specific Projects (BT-25GZ)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
List of Subcontractors	File Type: PDF (.pdf)	1	Optional	



Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	721411	Infrastructure building and surfacing and paving services	The building, surfacing or paving either new or in repair of infrastructure owned by others

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested BidTables:

The BidTable Response Templates can be obtained at <https://barnstablecounty.bonfirehub.com/opportunities/57758>.

Please note that BidTables may take a significant amount of time to prepare.

2. Upload your submission at:

<https://barnstablecounty.bonfirehub.com/opportunities/57758>

The Q&A period for this opportunity starts Jan 03, 2022 8:00 AM EST. The Q&A period for this opportunity ends Jan 24, 2022 5:00 PM EST. You will not be able to send messages after this time.



Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 31, 2022 11:00 AM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Barnstable County, MA uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

NOTICE TO BIDDERS

1. Project Description/Scope of Work
2. Examination of Site & Documents
3. Sub-Contractors
4. Fair Employment Practices
5. Substitute Material and Equipment
6. Pre-Bid Meeting
7. Bid Response Instructions
8. Required Bid Response Date
9. Bid Security
10. Bid Signature
11. Official Date and Time
12. Time for Bid Acceptance
13. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities
14. Bid Prices to Remain Firm
15. Questions and County POC
16. Changes & Addenda
17. Wages
18. References to General Laws
19. Cost of Preparation
20. County Tax Exemption
21. Political Activity Prohibited, Anti-Boycott Warranty
22. Contractor Compliance
23. Public Record Request
24. Bid Evaluation Process
25. Vendor Self Service (VSS) – Online Supplier Portal

IFB# 7959

Road Resurfacing Specific Projects

Barnstable County on behalf of the Towns in the County requests bids from qualified contractors for Road Resurfacing Specific Projects.

1. **Project Description/Scope of Work**

Bidders are to submit responses based upon the item specifications as outlined within "Special Provisions" All pricing should be inclusive all cost associated with providing services as specified.

ALL BIDS FOR THIS PROJECT ARE SUBJECT TO THE PROVISIONS OF MASS. GENERAL LAW CHAPTER 149 SECTION 44A-44J AS AMENDED.

The General Contractor shall provide all labor, materials, environmental notifications and permits, transportation and equipment required.

The Towns will require a Payment Bond in the amount of Fifty Percent (50%) of the total cost of the project.

2. **Examination of Site and Documents**

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the Towns or location to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, by laws, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3. **Sub Contractors**

If the General Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested. If, after due investigation, reasonable objection exists to any proposed Subcontractor, other person or organization, the apparent Successful Bidder will be requested to submit an acceptable substitute without an increase in Bid price.

If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder. Any Subcontractor, other person or organization so listed and for whom the County has no written objection is submitted prior to the giving of the Notice of Award will be deemed acceptable.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom they has reasonable objection.

4. Fair Employment Practices.

During the performance of this project, the Bidder and all of their Subcontractors, for themselves , their assignees, and successors in interest, agree as follows: The Bidder, in the performance of all work during, after and prior to completion of work under this Agreement, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. (Fair Employment Practices law of the Commonwealth M.G.L. Chapter 151B.) The Bidder by signing this Agreement agrees to abide by the above paragraph to the best of their ability.

5. Substitute Material and Equipment.

The Contract, if awarded, will be on the basis of material and equipment described/specified in the Contract Specifications. Whenever it is indicated in the Contract Specifications that a substitute or "approved equivalent" item of material or equipment may be furnished or used by Contractor if acceptable, application for such acceptance will not be considered by the County until after the "effective date of the Agreement".

6. Pre-Bid Meeting

A pre-bid meeting has not been schedule for this IFB.

7. Bid Response Instructions

All bid responses will be received online prior to the date and time specified below for the project titled **IFB # 7959: Road Resurfacing Specific Projects** to the Bonfire Online Bidding Tool which can be accessed online at <https://barnstablecounty.bonfirehub.com> All required documents must be submitted in the format specified, all fields must be completed as specified and the documents must be submitted to the correct project folder in order for the bid response to be complete. ***Hard copy bid responses will not be accepted.*** It is the bidder's sole responsibility to familiarize themselves with the Bonfire Online Bid Submission Platform and the online bid submission process and requirements.

8. Required Bid Response Date

Vendors who wish to be considered for this project should submit their bids per the instructions above to the County prior to the date and time specified below.

Bids are due on or before **11:00 AM on January 31, 2022**. No late bids will be accepted.

Bids will be opened publicly online immediately after the bid closes through Microsoft Teams. A link is provided in the Bonfire Submission Instructions for any member of the public who would like to join.

9. Bid Security

Bid Security shall be made payable to the County in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a Bid Bond.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security (Payment & Performance Bonds, when required) and Insurance Binders, where upon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required documents within five (5) working days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) by the County to Contractor and the required Contract Security is furnished or the sixty first (61st) day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

10. Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

11. Official Date & Time

A bid will not be considered delivered unless the bid has been received online by the Bonfire Online Bidding Tool (in the correct project) which can be accessed at <https://barnstablecounty.bonfirehub.com> prior to the date and time specified in the documents. The official date and time shall be the date and time shown online at <https://barnstablecounty.bonfirehub.com>

12. Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening.

13. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

Any bids may be withdrawn or modified prior to the date and time stated in the bid for the opening of bids. Such withdrawal or modification must be done by the bidder online through the Bonfire Online Bidding Tool.

After the bid opening, a Bidder may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived or the Bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the Bidder will be notified in writing; the Bidder may not withdraw the bid. A Bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, Bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are

subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to Bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

14. Bid Prices to Remain Firm

All bid prices submitted in response to this bid must remain firm for 60 days following the bid opening.

15. Questions and County POC

Any clarification of requirements or requests for additional information by bidders must be made in writing to the Bonfire Opportunity Q&A and submitted no later than **January 24, 2022 @ 5:00PM** E.S.T. to <https://barnstablecounty.bonfirehub.com> Answers to all questions will be made in writing and posted online as an addendum to the **IFB# 7959: Road Resurfacing Specific Projects** on the bid website as an attachment under the bid information: <https://barnstablecounty.bonfirehub.com>. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

16. Changes & Addenda

For any RFP document and any addenda that are received electronically, it is the responsibility of every Bidder who receives this RFP and all associated documents to check this website for any addenda. Barnstable County accepts no liability to provide accommodation to Bidders who submit a response based upon information obtained from its website. Bidders may not alter (manually or electronically) the bid language or any bid documents.

17. Wages

All bids for this project are subject to the provisions of either or both Mass. G. L., Chapter 30, Section 39M as amended and/or Mass. G. L. Chapter 149, Section 44A - 44J inclusive as amended. Attention is directed to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of Mass. G. L. Chapter 149, Section 26 - 27D inclusive. The Awarding Authority reserves the right to waive any informality in or to reject any and all bids if the Awarding Authority determines it is in the public interest so to do.

18. Reference to General Laws

Whenever in the bid, contract, plans, drawings or specifications, reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to bid on the proposed work.

19. Cost of Preparation

The cost of preparation and delivery of the bids will be borne solely by the Vendor.

20. County Tax Exemption

Any material furnished to Barnstable County is to be exempt from Massachusetts Sales Tax (Massachusetts Sales Tax Exemption No. E-04-6001419).

21. Political Activity Prohibited, Anti-Boycott Warranty

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.

22. Contractor Compliance

The successful Contractor must comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (50 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et.seq.) to the extent that they are applicable.

23. Public Record Request

All bids received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statues will be disregarded.

24. Selection and Notice

The awarding authority may cancel an invitation for bids, a request for bids, or other solicitation, or may reject in whole or in part any and all bids or bids when the awarding authority determines that cancellation or rejection serves the best interests of the County of Barnstable.

Basis for Acceptance:

Any bid made will be accepted only on the basis that the Bidder represents that it is made in good faith without fraud, collusion or connection of any kind with any other Bidder for the same work; that the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the County is financially interested in the contract; that the Bidder is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any. The awarding of the contract is subject to the approval of the Barnstable County Commissioners.

Rule for Award:

Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each project for each Town.

Contract Award:

The Chief Procurement Officer shall award the contract by written notice to the selected Bidder within 30 days of the RFP deadline. The parties may extend the time for acceptance by mutual agreement. In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

25. Vendor Self Service (VSS) – Online Supplier Portal

For Vendors doing business with the Departments within the County Regional Government, Vendor Self Service (VSS) is available to enter and maintain contact and remittance information, discount and payment terms, designated contact persons, view current and prior 1099 data, purchase orders, invoices and checks.

Vendors are encouraged to visit: <https://mss.barnstablecounty.org/MSS/> to register and click Vendor Self Service. Instructions are available on the landing page to help with the registration.

If you have done business with the County before, please be sure to have your vendor number and register as an existing vendor.

If you need your login information or have general questions, please email accounts.payable@barnstablecounty.org, purchasing questions, please email purchasing@barnstablecounty.org and banking information questions, please email treasury@barnstablecounty.org

Registration process takes 1-5 business days to finalize upon receipt of a completed, correct and signed W-9. For a blank W-9 form, visit IRS Website for the most recent version.

END OF IFB

GENERAL BID FORM

FORM FOR GENERAL BID

The undersigned also hereby certify under the penalties of perjury that they are the only persons interested in this proposal; that it is made without any connection with any other person making any bid for the same work; that no person acting for, or employed by, Barnstable County is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract and herein mentioned. The undersigned further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on their own investigation and research and not in reliance upon any representation of any employee, officer or agent of Barnstable County.

Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. Such withdrawal or modification must be done by the bidder online through the Bonfire Online Bidding Tool.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

Name of General Bidder: Lawrence-Lynch Corp.

PROJECT NO. 7959

Each Town has provided estimated quantities for each bid item that it presently intends to order. These estimated quantities are for bid purposes only and cannot be guaranteed. The estimated amounts are also a total aggregate which the town intends to use during the contract period and the bidder should familiarize themselves with the minimum job quantities defined in the individual specifications for each item.

THIS BID IS SUBMITTED TO:

(Name and Address of Owner) Office of the County Commissioners
Superior Court House
P.O. Box 427
Barnstable, Massachusetts 02630

- A. The undersigned proposes to furnish all labor and materials required for **IFB # 7959: Road Resurfacing Specific Projects** in accordance with the accompanying plans and specifications by Barnstable County.
- B. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of April 1, 2022, to March 31, 2023.
- C. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that the BIDDER has examined copies of all the Contract Documents and of the following addenda:

Bidder acknowledges addenda numbered 1, 2
- D. Bidders are to complete the Bid Table provided in the Bonfire Online Bidding Tool.
- E. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based on the lowest, qualified, responsible, and responsive bid for each project for each Town.

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents.

BIDDER accepts all of the terms and conditions of the Notice to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County's Notice of Award.

BIDDER will complete all the Work assigned for the lump sum price listed in the Bid Form.

Bid selected will be awarded to the qualified, responsive and responsible Bidder, offering the lowest price.

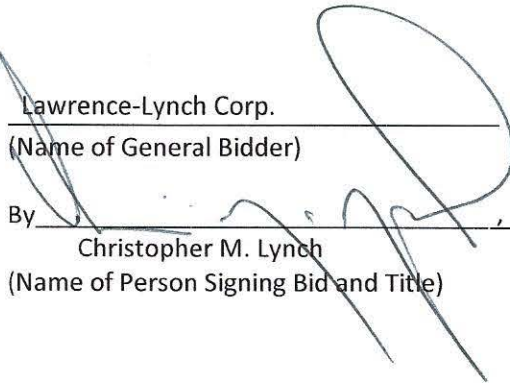
The undersigned also certifies` that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and, that all employees at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned further 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 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 there under.

Should the notice to contractors, bid form, contract, plans or specifications require submission of special data to accompany the bid, the Awarding Authority reserves the right to rule the bidders failure to submit such data an informality and to receive said data subsequently, within a reasonable time as set by the Awarding Authority.

Project No. 7926

Date February 3, 2022

Lawrence-Lynch Corp.
(Name of General Bidder)
By , President
Christopher M. Lynch
(Name of Person Signing Bid and Title)

The following information is furnished by the bidder for the information of the County.

If a Corporation:

Incorporated in what State MA

President Christopher M. Lynch Treasurer Christopher M. Lynch

Secretary Doris Christiani

If a foreign corporation, are you registered to do business in Mass.? Yes _____ No _____

If selected for this work you are required under Mass. G.L. C30 S39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that your corporation is registered: and furnish said certificate to the awarding authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____ Residence _____

Name of partner _____ Residence _____

If an Individual:

Name _____ Residence _____

If an Individual doing business under a firm name:

Name of firm _____

Business Address _____

Name of Individual _____ Residence _____

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

Pursuant to M.G.L., Ch. 62C, s. 49A and M.G.L. Ch. 151A, s. 1 9A, I, Christopher M. Lynch authorized signatory for Lawrence-Lynch Corp. whose principal place of business is at 396 Gifford Street, Falmouth, MA 02540 do hereby certify under penalties of perjury that Lawrence-Lynch Corp. has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Federal Identification Number or Social Security Number is 01-0807936

Signed under the penalties of perjury the 3rd day of February 2022

Signature:

Name and Title: Christopher M. Lynch, President

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

At a duly authorized meeting of the Board of Directors of the Lawrence-Lynch Corp.
(Name of Corporation)

held on January 25, 2022 at which all the Directors were present or waived notice,
(Date)

it was **VOTED** That,

Christopher M. Lynch President
(Name) (Officer)

of this company be and hereby is authorized to execute Contract and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of and Contract or obligation in this company's name on its behalf by such President of the company,
(Officer)
shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the Lawrence-Lynch Corp.

 that Christopher M. Lynch is duly elected
President of said company, and that the above has not been amended or rescinded
(Officer)

and remains in full force and effect as of the date of this Contract.

a true copy,

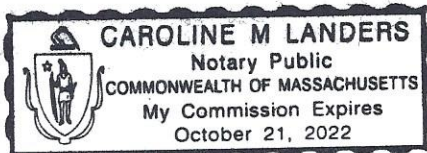
ATTEST *Doris Christiani*
Clerk Doris Christiani

Place Of Business 396 Gifford St, Falmouth, MA

Corporate
Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 3rd DAY OF February, 2022

Caroline M Landers
NOTARY PUBLIC



BID BOND

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

KNOW ALL BY THESE PRESENTS, That we, Lawrence-Lynch Corp.

396 Gifford Street, P.O. Box 913, Falmouth, MA 02540-0913

as Principal, hereinafter called the Principal.

and the Travelers Casualty and Surety Company of America

of 350 Granite Street, Braintree, MA 02184

, a corporation duly organized under

the laws of the State of Connecticut

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

Barnstable County Purchasing Department
P.O. Box 427, Barnstable, MA 02630

as Obligee, hereinafter called the Obligee.

in the sum of Five Percent of Bid Amount

Dollars (\$ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for "IFB #7959 Road Resurfacing Specific Projects"

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

Signed and sealed this 3rd day of February, 2022

Christine M. Petin
Witness

Lawrence-Lynch Corp. (Seal)
Principal
Christopher M. Lynch, President Title

[Signature]
Witness

Travelers Casualty and Surety Company of America
By Claire A. Cavanaugh
Claire A. Cavanaugh, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Claire Cavanaugh** of **NORWELL**, **Massachusetts**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

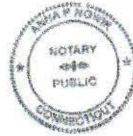
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of February 2022



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

Town	Falmouth			
	MASSDOT REQUIRED		Jones Road	
Item	Description	Unit	Quantity	Total
101.3	Street Sweeping	LF		0
120.1	Unclassified Excavation	CY		0
129	Pavement Milling	SY	8,400	8,400
129.1	Cold Planed (Milled) Paving Joints	SY		0
170	Fine Grading and Compacting	SY		0
191.7	Test Pit	EA		0
220	Drainage Structure Adjusted	EA	25	25
220.2	Drainage Structure Rebuilt	EA		0
358	Gate Box Adjusted	EA		0
402	Dense Graded Crush Stone for Sub-Base	CY		0
403	Reclaimed Pavement for Base Course	SY		0
403.3	Reclaimed Pavement for Base Course (Including Calcium Chloride)	SY		0
460	Hot Mix Asphalt	TON	1,050	1,050
472	Hot Mix Asphalt Base Course for Miscellaneous Work	TON		0
472.2	Partial Depth Pavement Patch	SY		0
482.3	Sawing Asphalt Pavement	LF		0
504	Granite Curb Type VA4-Straight	LF		0
506	Granite Curb Type VB-Straight	LF		0
580	Curb Removed and Reset	LF		0

Item	Description	Unit	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	Total
101.3	Street Sweeping	LF	210	320	900	450	440	720	3040
120.1	Unclassified Excavation	CY	10		20	20	20		70
129	Pavement Milling	SY		456	1,600	400	784	1,600	4840
129.1	Cold Planed (Milled) Paving Joints	SY	4	4	6	3	4	3	24
170	Fine Grading and Compacting	SY	370	100	400	100	200		1170
220	Drainage Structure Adjusted	EA	1	1	1	3	1	5	12
220.2	Drainage Structure Rebuilt	EA	3	3	3	6	3	2	20
358	Gate Box Adjusted	EA	2		3	2	2	3	12
403.3	Reclaimed Pavement for Base Course (Including Calcium Chloride)	SY	370	100	400	100	200		1170
460	Hot Mix Asphalt	TON	80	62	216		106	128	592
472	Hot Mix Asphalt Base Course for Miscellaneous Work	TON	3	3	4				10
482.3	Sawing Asphalt Pavement	LF	40	40	40	40	60		220
506	Granite Curb Type VB-Straight	LF	20	20					40
580	Curb Removed and Reset	LF	30	30					60

Town	Town of Wellfleet						
	MASSDOT REQUIRED		Lt. Island Road	Mountain Ave.	Nellie Road	Hamblin Farm Road	
Item	Description	Unit	Quantity	Quantity	Quantity	Quantity	Total
120.1	Unclassified Excavation	CY	4,694	56	79	159	4988
129.1	Cold Planed (Milled) Paving Joints	SY	222	5	5	5	237
170	Fine Grading and Compacting	SY	14,080	333	471	951	15835
220.2	Drainage Structure Rebuilt	EA	56		1		57
402	Dense Graded Crush Stone for Sub-Base	CY	4,694	56	79	159	4988
403.3	Reclaimed Pavement for Base Course (Including Calcium Chloride)	SY	14,080	333	471	951	15835
460	Hot Mix Asphalt	TON	3,068	54	78	153	3353
472	Hot Mix Asphalt Base Course for Miscellaneous Work	TON	200	5	5	5	215
482.3	Sawing Asphalt Pavement	LF	2,000	50	50	50	2150

Town	Yarmouth			
			WWTP/Workshop Road-Phase II	
Item	Description	Unit	Quantity	Total
101.3	Street Sweeping	LF		0
120.1	Unclassified Excavation	CY		0
129	Pavement Milling	SY	5,000	5,000
129.1	Cold Planed (Milled) Paving Joints	SY		0
170	Fine Grading and Compacting	SY		0
191.7	Test Pit	EA		0
220	Drainage Structure Adjusted	EA		0
220.2	Drainage Structure Rebuilt	EA		0
358	Gate Box Adjusted	EA		0
402	Dense Graded Crush Stone for Sub-Base	CY		0
403	Reclaimed Pavement for Base Course	SY		0
403.3	Reclaimed Pavement for Base Course (Including Calcium Chloride)	SY		0
460	Hot Mix Asphalt	TON	550	550
472	Hot Mix Asphalt Base Course for Miscellaneous Work	TON	10	10
472.2	Partial Depth Pavement Patch	SY	10	10
482.3	Sawing Asphalt Pavement	LF		0
504	Granite Curb Type VA4-Straight	LF		0
506	Granite Curb Type VB-Straight	LF		0
580	Curb Removed and Reset	LF		0

BARNSTABLE COUNTY

This agreement, made this 17 day of March 2022 between Barnstable County hereinafter called the County, and Lawrence Lynch Corp. a corporation, partnership, individual organized under the laws of the state of Massachusetts and having a usual place of business in Falmouth in the county of Barnstable hereinafter called the Contractor.

Witnesseth, That the parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the County

Christopher Lynch (authorized agent of general Contractor)

for Lawrence Lynch, Corp. (general Contractor) and

All heirs, executors, administrators, successors assigns, as follows:

**General Conditions
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ARTICLE I - DEFINITIONS OF TERMS

1. County means the County of Barnstable, MA through the County Commissioners.
2. Successful Bidder means the lowest, qualified, responsible, and responsive Bidder to whom the County makes an award.
3. Owner means the following entities/municipalities participating in this contract in Massachusetts: Falmouth, Orleans, Provincetown, Wellfleet and Yarmouth.
4. Town means the individual town identified in the "Owner"
5. Designer, Architect, Engineer or any pronoun or phrase in place thereof: N/A Designer(s) shall perform the duties and exercise the rights herein conferred. In the case of death, resignation, inability or refusal of said Designer to act, or the termination of his employment, the County may appoint another person as Designer of which notice shall be given in writing to the Contractor, which person shall perform all the duties and exercise all the rights of the Designer hereunder.
6. Contractor or General Contractor or a pronoun in place of it: the party or parties Contracting to perform the work covered by this Contract or the legal representatives of said party or parties.
7. Superintendent or Construction Supervisor or a pronoun in place of it: the competent, responsible employee regularly employed by the Contractor and designated to be in full time attendance at the project site throughout the prosecution and progress of the work and who shall have complete authority to act for the Contractor.
8. As Directed, As Permitted, As Required, As Determined or words of like effect: the direction, permission, requirement or determination of the Designer. Similarly, approved, acceptable, satisfactory or words of like import shall mean approved by or acceptable or satisfactory to the Designer, except as may be otherwise determined by the Director.
9. Or equal or words of like import: equal in the opinion of the Designer except as may be otherwise determined by the County pursuant to the provisions of G.L. Chapter 30, section 39M.
10. Contract Documents or Contract: the Notice to Contractors, Information to Bidders, Form of General Bid, Contract, General Conditions, Specifications and Plans and all addenda issued during the bidding period, change orders and policies and procedures of the County attached hereto or referred to, all of which constitute one instrument.
11. Mass State Building Code: all applicable rules and regulations to which the County is subject and which are contained in the code authorized by Chapter 802 of the Acts of 1972 including all amendments thereto.
12. Plan(s):drawing(s).

13. Change Order: a written order not requiring the consent of the Contractor, signed by the Awarding Authority or the Director and designated as an approved change order, directing the Contractor to make changes in the work within the general scope of the Contract, or, any written or oral order from the Awarding Authority or the Director which causes any change in the work, provided that the Contractor gives the County written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
14. Contract Modification: any written alteration in plans or specifications, period of performance, price, quantity, or any other provisions of the Contract accomplished by mutual action of the parties to the Contract.

Where reference is made in the Contract documents to Publications, Standards or Codes issued by Associations or Societies, the intent shall be to specify the current edition of such publication or standard including revision in effect on the date of the Contract advertisement notwithstanding any reference to a particular date.

ARTICLE 2 – CONTRACT DOCUMENTS, INTENT, AMENDING, AND REUSE

Intent:

- 2.1 The Contract Documents comprise the entire Agreement between the COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- 2.2 It is the intent of the Contract Documents to describe a functionally complete Project or Service (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the County, the Towns or CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents, nor the Notice to Proceed.

ARTICLE 3 CONTRACTOR'S LIABILITY INSURANCE

- 3.1 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it

is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

3.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

3.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

3.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

3.1.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

3.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

3.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

3.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required above shall include the specific coverages and be written for not less than the limits of liability and coverages provided as follows:

1. Workmen's Compensation: In accordance with the Workmen's Compensation Laws that are applicable to the employees engaged in the Work. The limit of Employer's Liability Insurance shall be not less than \$500,000 each accident.
2. Public Liability Insurance for Personal Injury:
 - a. Individual limit of \$1,000,000 each person.
 - b. Total limit of \$ 3,000,000 for each accident.
3. Property Damage Insurance:
 - a. Each claim \$ 1,000,000.
 - b. Aggregate \$ 3,000,000.
4. If the CONTRACTOR sublets any portion of his work, then he shall also provide:
 - a. Contractor's Protective Liability Insurance:
 - (1) Individual limit for personal injury of \$1,000,000.
 - (2) Total limit for personal injury for one accident of \$3,000,000.
 - b. Contractor's Protective Property Damage Insurance with a limit of \$1,000,000/\$3,000,000.

Any Subcontractor under contract with CONTRACTOR to perform Work on the Project shall hold the County, the Towns and agents harmless, and purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth herein.

The County and the Towns shall be specifically named as additional insureds on all required insurance policies of the CONTRACTOR and any Subcontractors.

In addition, CONTRACTOR shall maintain such completed operations insurance for at least one year after final payment and furnish the County with evidence of continuation of such insurance at final payment.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

Supervision and Superintendence:

4.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

Labor, Materials and Equipment

4.2 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the County or Owner’s written consent.

4.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the County or a Owner, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

Laws and Regulations

4.4 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the County or Owners shall not be responsible for monitoring CONTRACTOR’S compliance with any Laws or Regulations.

Taxes

4.5 State taxes will be excluded from all General and Sub-bids. The Towns shall provide their exemption certificate number(s) to the CONTRACTOR. CONTRACTOR shall pay all taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises

4.6 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the County or any Town by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the County and all Towns harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the County and all Towns to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

Safety and Protection

4.7 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work (examples: OSHA Regulations regarding Excavation safety: 29 CFR Part 1926 and Confined Space Procedures: 29 CFR 1910.146). CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

4.7.1 all employees on the Work and other persons and organizations who may be effected thereby:

4.7.2 all the Work and materials and equipment to be incorporated there-in, whether in storage on or off the site; and

4.7.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws, regulations and Guidelines of any public body (examples: OSHA, DIGSAFE, MHD Work Zone Safety Guidelines) having jurisdiction for the safety of

persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 3.7.1 or 3.7.2 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any sub-contractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the County or any Towns or anyone employed or contracted by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

Indemnification

4.8 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless the County, the Towns and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but no limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work.

Separate Contracts

4.9 The Towns have the right to let other contracts in connection with the Work and the CONTRACTOR shall properly cooperate with any such other contractors.

Invoicing

4.10 Each Town shall be solely responsible for payment of invoices due to Contractor for quantities ordered and received by that Town only or for the project awarded.

4.10.1 "As per MGL, Chapter 7, section 22, each political subdivision participating in this bid is solely responsible for any payment due vendor for its share of such purchase. Barnstable County, as lead purchasing agent shall not be liable for payment or for any claim based upon a breach of warranty or defects in the design, manufacture or installation of material, supplies or equipment purchase pursuant to this bid."

4.11 Award Price.

The County or Towns shall pay and the Contractor shall receive as full compensation for everything furnished and done by the Contractor under the Contract, including all work required but not included in the items hereinafter mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements or from any difficulty incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, as follows:

ARTICLE 5 – UNIT PRICE WORK

5.1 Initially, the Contract Price will be deemed to include for Unit Price Work an amount equal to the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classification of Unit Price Work performed by CONTRACTOR will be made by each Town.

5.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

5.3 When the accepted quantities of Work vary from the estimated quantities, the CONTRACTOR shall accept as payment in full, so far as contract items are concerned, payment at the original Contract unit prices for the accepted quantities of Work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly or indirectly from such increased or decreased quantities.

5.4 The CONTRACTOR shall make monthly estimates of the materials complete in place for the amount of Work performed in accordance with the Contract. The estimates will be itemized for review and approval by each Town. Each estimate will show the total value of the Work done to date, the total money due the CONTRACTOR since the previous estimate and the money paid the CONTRACTOR to date. This estimate will be considered approximate only and shall be subject to correction. Five (5%) percent of all payments due the CONTRACTOR for Work done and materials furnished will be withheld until final completion of the Work. The acceptance by the CONTRACTOR of the final payment, including the retainage of five (5%) percent, shall operate as a release to the specific Town of all claims and all liabilities to the CONTRACTOR for all Work done or materials furnished in connection with the Contract. Final payment shall be as provided in G.L. Ch.30, Section 39G. The payment to the CONTRACTOR of said final payment does not, however, release them or their sureties from any obligation under this contract.

5.5 It shall be the responsibility of the CONTRACTOR to inform each Town when the sum of all orders for units of work is within 90% of the total Contract price for that Town. The CONTRACTOR'S total billing cannot exceed the total Contract price without prior written approval by each Town.

5.6 All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 6 – WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Items	Item#	Unit	Quantity	Estimated	Lawrence-Lynch Corp		MCE Dirtworks, Inc.	
					Unit Price	Total Cost	Unit Price	Total Cost
Falmouth **MassDOT Prequal Required** (3)								
Pavement Milling	129	SY	8400		\$3.25	\$27,300.00	\$4.50	\$37,800.00
Drainage Structure Adjusted	220	EA	25		\$460.00	\$11,500.00	\$280.00	\$7,000.00
Hot Mix Asphalt	460	TON	1050		\$103.00	\$108,150.00	\$135.00	\$141,750.00
TOTAL Falmouth						\$146,950.00		\$186,550.00
Orleans **MassDOT Prequal Required** (1)								
Partial Depth Pavement Patch	472.2	SY	7773		\$39.00	\$303,147.00	\$54.90	\$426,737.70
TOTAL Orleans						\$303,147.00		\$426,737.70
Provincetown (14)								
Street Sweeping	101.3	LF	3040		\$0.90	\$2,736.00	\$2.00	\$6,080.00
Unclassified Excavation	120.1	CY	70		\$99.00	\$6,930.00	\$65.00	\$4,550.00
Pavement Milling	129	SY	4840		\$8.00	\$38,720.00	\$6.00	\$29,040.00
Cold Planed (Milled) Paving Joints	129.1	SY	24		\$58.00	\$1,392.00	\$100.00	\$2,400.00
Fine Grading and Compacting	170	SY	1170		\$9.00	\$10,530.00	\$14.00	\$16,380.00
Drainage Structure Adjusted	220	EA	12		\$460.00	\$5,520.00	\$600.00	\$7,200.00
Drainage Structure Rebuilt	220.2	EA	20		\$485.00	\$9,700.00	\$600.00	\$12,000.00
Gate Box Adjusted	358	EA	12		\$280.00	\$3,360.00	\$200.00	\$2,400.00
Reclaimed Pavement for Base Course (Including Calcium Chloride)	403.3	SY	1170		\$18.00	\$21,060.00	\$17.00	\$19,890.00
Hot Mix Asphalt	460	TON	592		\$169.00	\$100,048.00	\$158.00	\$93,536.00
Hot Mix Asphalt Base Course for Miscellaneous Work	472	TON	10		\$275.00	\$2,750.00	\$258.00	\$2,580.00
Sawing Asphalt Pavement	482.3	LF	220		\$4.50	\$990.00	\$6.00	\$1,320.00
Granite Curb Type VB-Straight	506	LF	40		\$99.00	\$3,960.00	\$80.00	\$3,200.00
Curb Removed and Reset	580	LF	60		\$84.00	\$5,040.00	\$300.00	\$18,000.00
TOTAL Provincetown						\$212,736.00		\$218,576.00
Wellfleet **MASSDOT Prequal REQUIRED** (9)								
Unclassified Excavation	120.1	CY	4988		\$26.00	\$129,688.00	\$25.00	\$124,700.00
Cold Planed (Milled) Paving Joints	129.1	SY	237		\$57.00	\$13,509.00	\$2.00	\$474.00
Fine Grading and Compacting	170	SY	15835		\$17.50	\$277,112.50	\$2.25	\$35,628.75
Drainage Structure Rebuilt	220.2	EA	57		\$485.00	\$27,645.00	\$275.00	\$15,675.00
Dense Graded Crush Stone for Sub-Base	402	CY	4988		\$25.00	\$124,700.00	\$50.00	\$249,400.00
Reclaimed Pavement for Base Course (Including Calcium Chloride)	403.3	SY	15835		\$4.50	\$71,257.50	\$2.82	\$44,654.70
Hot Mix Asphalt	460	TON	3353		\$112.50	\$377,212.50	\$135.00	\$452,655.00
Hot Mix Asphalt Base Course for Miscellaneous Work	472	TON	215		\$270.00	\$58,050.00	\$200.00	\$43,000.00
Sawing Asphalt Pavement	482.3	LF	2150		\$2.30	\$4,945.00	\$5.00	\$10,750.00
TOTAL Wellfleet						\$1,084,119.50		\$976,937.45
Yarmouth (4)								
Pavement Milling	129	SY	5000		\$2.90	\$14,500.00	\$5.00	\$25,000.00
Hot Mix Asphalt	460	TON	550		\$115.00	\$63,250.00	\$149.00	\$81,950.00
Hot Mix Asphalt Base Course for Miscellaneous Work	472	TON	10		\$180.00	\$1,800.00	\$250.00	\$2,500.00
Partial Depth Pavement Patch	472.2	SY	10		\$85.50	\$855.00	\$250.00	\$2,500.00
TOTAL Yarmouth						\$80,405.00		\$111,950.00

Warranty and Guarantee

6.1 CONTRACTOR warrants and guarantees to the County and the Towns that all Work will be in accordance with the Contract Documents and will not be DEFECTIVE. Prompt notice of all defects shall be given to CONTRACTOR. All DEFECTIVE Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

Access to Work

6.2 The County's or Town's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections

6.3 CONTRACTOR shall give each Town timely notice of readiness of the Work for all required inspections, tests or approvals. CONTRACTOR shall furnish written information to each Town stating the original sources of all materials manufactured away from the actual site of the Work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks in advance of the incorporation in the Work of any such materials.

6.4 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of a specific Town, it must, if requested by that Town, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given that Town timely notice of CONTRACTOR'S intention to cover the same and that Town has not acted with reasonable promptness in response to such notice.

6.5 Neither observations by the County or a Town, nor inspection, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

Two Year Correction Period

6.6 If within two (2) years after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be DEFECTIVE, CONTRACTOR shall promptly, without cost to the Town and in accordance with Town's written instructions, either correct such DEFECTIVE Work, or, if it has been rejected by the Town, remove it from the site and replace it with NONDEFECTIVE Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the DEFECTIVE Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

ARTICLE 7 – PAYMENT BONDS

7.1 CONTRACTOR shall furnish a Labor and Materials Bonds in an amount of 50% of the Contract Price as security for the faithful payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until two (2) years after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.2 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 6.1, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which must be acceptable to the County and the Towns.

ARTICLE 8 – EFFECTIVE DATE

The Effective Date of the Agreement shall be the date that the County determines that the Contract is complete, signs the Agreement and forwards a Notice to Proceed to CONTRACTOR.

ARTICLE 9 - CHANGES IN THE WORK

9.1 The County or any Town, without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the County, Town or the Engineer as their duly authorized agent.

9.2 The Contract Sum and the Contract Time may be changed only by Change Order.

9.3 The cost or credit to the Town from a Change in the Work shall be determined by mutual agreement.

ARTICLE 10 - WAGE RATES

10.1 Full compliance with applicable federal, state and local wage laws is required on all Work done for any Town.

10.2 The County and Towns shall not be held liable should the CONTRACTOR fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein. The CONTRACTOR claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the County and Towns, should a person(s) associated with the project file a claim pursuant to MGL Chapter 149.

10.3 The "work classifications" provided by the CONTRACTOR on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates". Should the CONTRACTOR use an unlisted classification, it shall be the CONTRACTOR's responsibility to contact the Department of Labor and Industries in order to determine a matching classification or obtain minimum wage rate for the new classification.

ARTICLE 11 - ENGINEER

11.1 The Engineer (as designated by each Town) will provide general administration of the Contract and will be the Town's representative during the construction period.

11.2 The Engineer shall at all times have access to the Work wherever it is in preparation and progress.

11.3 The Engineer will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Engineer, he will keep the Town informed of the progress of the Work, and will endeavor to guard the Town against defects and deficiencies in the Work of the CONTRACTOR. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents.

11.4 Based on such observations and the CONTRACTOR'S Application for Payment, the Engineer will determine the amounts owed to the CONTRACTOR.

11.5 The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents.

11.6 The Engineer will have authority to reject Work which does not conform to the Contract Documents.

ARTICLE 12 - TERMINATION OF CONTRACT

The County and the Towns reserve the right to terminate this Contract or Services whenever it deems that the CONTRACTOR is in violation of laws, regulations and/or provisions of this Contract. Termination of a Contract or Services by any Town shall not invalidate or alter the terms of a similar Contract or Services with any other Town.

ARTICLE 13 – MISCELLANEOUS

13.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.2 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

13.3 This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project or Services.

13.4 This is not an exclusive contract to provide services or materials to the County and Towns. The County and Towns reserve the right to contract for similar services or materials.

PREVAILING WAGES



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Awarding Authority: Barnstable County
Contract Number: 7959 **City/Town:** BARNSTABLE
Description of Work: Barnstable County on behalf of the Towns in the County requests bids from qualified contractors for Road Resurfacing Specific Projects.
Job Location: Varies

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.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	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"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	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 <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	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"						

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

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	08/01/2021	\$57.15	\$11.39	\$22.25	\$0.00	\$90.79
	02/01/2022	\$57.74	\$11.39	\$22.25	\$0.00	\$91.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.58	\$11.39	\$22.25	\$0.00	\$62.22
2	60	\$34.29	\$11.39	\$22.25	\$0.00	\$67.93
3	70	\$40.01	\$11.39	\$22.25	\$0.00	\$73.65
4	80	\$45.72	\$11.39	\$22.25	\$0.00	\$79.36
5	90	\$51.44	\$11.39	\$22.25	\$0.00	\$85.08

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.25	\$0.00	\$62.51
2	60	\$34.64	\$11.39	\$22.25	\$0.00	\$68.28
3	70	\$40.42	\$11.39	\$22.25	\$0.00	\$74.06
4	80	\$46.19	\$11.39	\$22.25	\$0.00	\$79.83
5	90	\$51.97	\$11.39	\$22.25	\$0.00	\$85.61

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i> For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i> For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i> For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i> For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i> For apprentice rates see "Apprentice- LABORER"	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2021	\$44.18	\$8.58	\$19.82	\$0.00	\$72.58
	03/01/2022	\$44.78	\$8.58	\$19.82	\$0.00	\$73.18
	09/01/2022	\$45.43	\$8.58	\$19.82	\$0.00	\$73.83
	03/01/2023	\$46.03	\$8.58	\$19.82	\$0.00	\$74.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.09	\$8.58	\$1.73	\$0.00	\$32.40
2	60	\$26.51	\$8.58	\$1.73	\$0.00	\$36.82
3	70	\$30.93	\$8.58	\$14.63	\$0.00	\$54.14
4	75	\$33.14	\$8.58	\$14.63	\$0.00	\$56.35
5	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
6	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
7	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43
8	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.39	\$8.58	\$1.73	\$0.00	\$32.70
2	60	\$26.87	\$8.58	\$1.73	\$0.00	\$37.18
3	70	\$31.35	\$8.58	\$14.63	\$0.00	\$54.56
4	75	\$33.59	\$8.58	\$14.63	\$0.00	\$56.80
5	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
6	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
7	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97
8	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97

Notes:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$30.19/ 3&4 \$36.28/ 5&6 \$55.87/ 7&8 \$62.01

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2021	\$23.16	\$7.21	\$4.80	\$0.00	\$35.17
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	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

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental 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:
 % Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.63/ 3&4 \$19.95/ 5&6 \$27.22/ 7&8 \$29.54

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEW BEDFORD)	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	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
	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 <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2021	\$52.86	\$8.45	\$22.90	\$0.00	\$84.21
	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.43	\$8.45	\$0.00	\$0.00	\$34.88
2	55	\$29.07	\$8.45	\$6.22	\$0.00	\$43.74
3	60	\$31.72	\$8.45	\$6.78	\$0.00	\$46.95
4	65	\$34.36	\$8.45	\$7.35	\$0.00	\$50.16
5	70	\$37.00	\$8.45	\$19.51	\$0.00	\$64.96
6	75	\$39.65	\$8.45	\$20.08	\$0.00	\$68.18
7	80	\$42.29	\$8.45	\$20.64	\$0.00	\$71.38
8	90	\$47.57	\$8.45	\$21.77	\$0.00	\$77.79

Effective Date - 01/01/2022

Step	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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	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"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	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: BURNERS LABORERS - ZONE 2	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	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 <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	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 <i>LABORERS - ZONE 2</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	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 <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.46	\$10.90	\$0.52	\$0.00	\$28.88
2	45	\$19.65	\$10.90	\$0.59	\$0.00	\$31.14
3	50	\$21.83	\$10.90	\$0.65	\$0.00	\$33.38
4	55	\$24.01	\$10.90	\$6.28	\$0.00	\$41.19
5	60	\$26.20	\$10.90	\$6.77	\$0.00	\$43.87
6	65	\$28.38	\$10.90	\$7.24	\$0.00	\$46.52
7	70	\$30.56	\$10.90	\$7.73	\$0.00	\$49.19
8	75	\$32.75	\$10.90	\$8.21	\$0.00	\$51.86

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.74	\$15.88	\$0.00	\$0.00	\$47.62
2	55	\$34.91	\$15.88	\$19.31	\$0.00	\$70.10
3	65	\$41.26	\$15.88	\$19.31	\$0.00	\$76.45
4	70	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
5	80	\$50.78	\$15.88	\$19.31	\$0.00	\$85.97

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$46.53	\$13.75	\$15.80	\$0.00	\$76.08
	05/01/2022	\$47.86	\$13.75	\$15.80	\$0.00	\$77.41
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$48.06	\$13.75	\$15.80	\$0.00	\$77.61
	05/01/2022	\$49.22	\$13.75	\$15.80	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$23.16	\$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 <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	09/01/2021	\$47.07	\$8.58	\$20.12	\$0.00	\$75.77
	03/01/2022	\$47.87	\$8.58	\$20.12	\$0.00	\$76.57

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.54	\$8.58	\$1.79	\$0.00	\$33.91
2	55	\$25.89	\$8.58	\$1.79	\$0.00	\$36.26
3	60	\$28.24	\$8.58	\$14.75	\$0.00	\$51.57
4	65	\$30.60	\$8.58	\$14.75	\$0.00	\$53.93
5	70	\$32.95	\$8.58	\$16.54	\$0.00	\$58.07
6	75	\$35.30	\$8.58	\$16.54	\$0.00	\$60.42
7	80	\$37.66	\$8.58	\$18.33	\$0.00	\$64.57
8	85	\$40.01	\$8.58	\$18.33	\$0.00	\$66.92

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.94	\$8.58	\$1.79	\$0.00	\$34.31
2	55	\$26.33	\$8.58	\$1.79	\$0.00	\$36.70
3	60	\$28.72	\$8.58	\$14.75	\$0.00	\$52.05
4	65	\$31.12	\$8.58	\$14.75	\$0.00	\$54.45
5	70	\$33.51	\$8.58	\$16.54	\$0.00	\$58.63
6	75	\$35.90	\$8.58	\$16.54	\$0.00	\$61.02
7	80	\$38.30	\$8.58	\$18.33	\$0.00	\$65.21
8	85	\$40.69	\$8.58	\$18.33	\$0.00	\$67.60

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$31.55/ 3&4 \$37.99/ 5&6 \$58.07/ 7&8 \$64.57

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	10/01/2021	\$37.91	\$13.65	\$17.15	\$2.06	\$70.77
	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
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For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	10/01/2021	\$37.91	\$13.65	\$17.15	\$2.06	\$70.77
	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	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"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2021	\$46.50	\$13.80	\$17.14	\$0.00	\$77.44
	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.25	\$13.80	\$12.42	\$0.00	\$49.47
2	60	\$27.90	\$13.80	\$13.36	\$0.00	\$55.06
3	70	\$32.55	\$13.80	\$14.31	\$0.00	\$60.66
4	80	\$37.20	\$13.80	\$15.25	\$0.00	\$66.25

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$13.80	\$12.42	\$0.00	\$50.70
2	60	\$29.37	\$13.80	\$13.36	\$0.00	\$56.53
3	70	\$34.27	\$13.80	\$14.31	\$0.00	\$62.38
4	80	\$39.16	\$13.80	\$15.25	\$0.00	\$68.21

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - IRONWORKER - Local 37

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	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

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
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

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
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

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	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: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	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 <i>LABORERS - ZONE 2</i>	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 <i>LABORERS - ZONE 2</i>	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	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 removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	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 <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$43.69	\$11.39	\$20.30	\$0.00	\$75.38
	02/01/2022	\$44.16	\$11.39	\$20.30	\$0.00	\$75.85

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.30	\$0.00	\$53.54
2	60	\$26.21	\$11.39	\$20.30	\$0.00	\$57.90
3	70	\$30.58	\$11.39	\$20.30	\$0.00	\$62.27
4	80	\$34.95	\$11.39	\$20.30	\$0.00	\$66.64
5	90	\$39.32	\$11.39	\$20.30	\$0.00	\$71.01

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$11.39	\$20.30	\$0.00	\$53.77
2	60	\$26.50	\$11.39	\$20.30	\$0.00	\$58.19
3	70	\$30.91	\$11.39	\$20.30	\$0.00	\$62.60
4	80	\$35.33	\$11.39	\$20.30	\$0.00	\$67.02
5	90	\$39.74	\$11.39	\$20.30	\$0.00	\$71.43

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.24	\$0.00	\$62.50
2	60	\$34.64	\$11.39	\$22.24	\$0.00	\$68.27
3	70	\$40.42	\$11.39	\$22.24	\$0.00	\$74.05
4	80	\$46.19	\$11.39	\$22.24	\$0.00	\$79.82
5	90	\$51.97	\$11.39	\$22.24	\$0.00	\$85.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	03/01/2021	\$39.42	\$8.58	\$21.57	\$0.00	\$69.57
	01/03/2022	\$40.67	\$8.58	\$21.57	\$0.00	\$70.82
	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 2						
Effective Date - 03/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.68	\$8.58	\$5.72	\$0.00	\$35.98
2	65	\$25.62	\$8.58	\$17.93	\$0.00	\$52.13
3	75	\$29.57	\$8.58	\$18.98	\$0.00	\$57.13
4	85	\$33.51	\$8.58	\$20.01	\$0.00	\$62.10
Effective Date - 01/03/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.37	\$8.58	\$5.72	\$0.00	\$36.67
2	65	\$26.44	\$8.58	\$17.93	\$0.00	\$52.95
3	75	\$30.50	\$8.58	\$18.98	\$0.00	\$58.06
4	85	\$34.57	\$8.58	\$20.01	\$0.00	\$63.16
Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours						
Apprentice to Journeyworker Ratio:1:5						
MORTAR MIXER 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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
Painter (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	07/01/2021	\$52.86	\$8.45	\$22.90	\$0.00	\$84.21
	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	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

Classification **Effective Date** **Base Wage** **Health** **Pension** **Supplemental Unemployment** **Total Rate**

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.43	\$8.45	\$0.00	\$0.00	\$34.88
2	55	\$29.07	\$8.45	\$6.22	\$0.00	\$43.74
3	60	\$31.72	\$8.45	\$6.78	\$0.00	\$46.95
4	65	\$34.36	\$8.45	\$7.35	\$0.00	\$50.16
5	70	\$37.00	\$8.45	\$19.51	\$0.00	\$64.96
6	75	\$39.65	\$8.45	\$20.08	\$0.00	\$68.18
7	80	\$42.29	\$8.45	\$20.64	\$0.00	\$71.38
8	90	\$47.57	\$8.45	\$21.77	\$0.00	\$77.79

Effective Date - 01/01/2022

Step	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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2021	\$43.76	\$8.45	\$22.90	\$0.00	\$75.11
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$44.56	\$8.65	\$23.05	\$0.00	\$76.26
	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.88	\$8.45	\$0.00	\$0.00	\$30.33
2	55	\$24.07	\$8.45	\$6.22	\$0.00	\$38.74
3	60	\$26.26	\$8.45	\$6.78	\$0.00	\$41.49
4	65	\$28.44	\$8.45	\$7.35	\$0.00	\$44.24
5	70	\$30.63	\$8.45	\$19.51	\$0.00	\$58.59
6	75	\$32.82	\$8.45	\$20.08	\$0.00	\$61.35
7	80	\$35.01	\$8.45	\$20.64	\$0.00	\$64.10
8	90	\$39.38	\$8.45	\$21.77	\$0.00	\$69.60

Effective Date - 01/01/2022

Step	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	\$19.06	\$0.00	\$56.67
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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2021	\$41.82	\$8.45	\$22.90	\$0.00	\$73.17
PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$42.62	\$8.65	\$23.05	\$0.00	\$74.32
	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.91	\$8.45	\$0.00	\$0.00	\$29.36
2	55	\$23.00	\$8.45	\$6.22	\$0.00	\$37.67
3	60	\$25.09	\$8.45	\$6.78	\$0.00	\$40.32
4	65	\$27.18	\$8.45	\$7.35	\$0.00	\$42.98
5	70	\$29.27	\$8.45	\$19.51	\$0.00	\$57.23
6	75	\$31.37	\$8.45	\$20.08	\$0.00	\$59.90
7	80	\$33.46	\$8.45	\$20.64	\$0.00	\$62.55
8	90	\$37.64	\$8.45	\$21.77	\$0.00	\$67.86

Effective Date - 01/01/2022

Step	percent	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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2021	\$42.36	\$8.45	\$22.90	\$0.00	\$73.71
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$8.45	\$0.00	\$0.00	\$29.63
2	55	\$23.30	\$8.45	\$6.22	\$0.00	\$37.97
3	60	\$25.42	\$8.45	\$6.78	\$0.00	\$40.65
4	65	\$27.53	\$8.45	\$7.35	\$0.00	\$43.33
5	70	\$29.65	\$8.45	\$19.51	\$0.00	\$57.61
6	75	\$31.77	\$8.45	\$20.08	\$0.00	\$60.30
7	80	\$33.89	\$8.45	\$20.64	\$0.00	\$62.98
8	90	\$38.12	\$8.45	\$21.77	\$0.00	\$68.34

Effective Date - 01/01/2022

Step	percent	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	\$38.66
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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2021	\$40.42	\$8.45	\$22.90	\$0.00	\$71.77
<i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$41.22	\$8.65	\$23.05	\$0.00	\$72.92
	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.21	\$8.45	\$0.00	\$0.00	\$28.66
2	55	\$22.23	\$8.45	\$6.22	\$0.00	\$36.90
3	60	\$24.25	\$8.45	\$6.78	\$0.00	\$39.48
4	65	\$26.27	\$8.45	\$7.35	\$0.00	\$42.07
5	70	\$28.29	\$8.45	\$19.51	\$0.00	\$56.25
6	75	\$30.32	\$8.45	\$20.08	\$0.00	\$58.85
7	80	\$32.34	\$8.45	\$20.64	\$0.00	\$61.43
8	90	\$36.38	\$8.45	\$21.77	\$0.00	\$66.60

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.61	\$8.65	\$0.00	\$0.00	\$29.26
2	55	\$22.67	\$8.65	\$6.27	\$0.00	\$37.59
3	60	\$24.73	\$8.65	\$6.84	\$0.00	\$40.22
4	65	\$26.79	\$8.65	\$7.41	\$0.00	\$42.85
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	\$62.40
8	90	\$37.10	\$8.65	\$21.91	\$0.00	\$67.66

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
 (Same as set in Zone 1)
 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 2</i>	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/30/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.60	\$10.15	\$2.50	\$0.00	\$31.25
2	50	\$23.25	\$10.15	\$2.50	\$0.00	\$35.90
3	60	\$27.89	\$10.15	\$8.80	\$0.00	\$46.84
4	70	\$32.54	\$10.15	\$14.08	\$0.00	\$56.77
5	80	\$37.19	\$10.15	\$17.60	\$0.00	\$64.94

Notes:
 Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
	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
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	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 <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 653 - Southeastern Concrete (Weymouth)</i>	08/01/2021	\$24.00	\$12.91	\$6.90	\$0.00	\$43.81
	05/01/2022	\$24.50	\$12.91	\$6.90	\$0.00	\$44.31
	08/01/2022	\$24.50	\$13.41	\$6.90	\$0.00	\$44.81
	05/01/2023	\$25.00	\$13.41	\$6.90	\$0.00	\$45.31
	08/01/2023	\$25.00	\$13.91	\$6.90	\$0.00	\$45.81
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2021	\$47.03	\$12.28	\$18.15	\$0.00	\$77.46
	02/01/2022	\$48.46	\$12.28	\$18.15	\$0.00	\$78.89

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ROOFER - Local 33						
Effective Date - 08/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$4.56	\$0.00	\$40.36
2	60	\$28.22	\$12.28	\$18.15	\$0.00	\$58.65
3	65	\$30.57	\$12.28	\$18.15	\$0.00	\$61.00
4	75	\$35.27	\$12.28	\$18.15	\$0.00	\$65.70
5	85	\$39.98	\$12.28	\$18.15	\$0.00	\$70.41
Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.23	\$12.28	\$4.56	\$0.00	\$41.07
2	60	\$29.08	\$12.28	\$18.15	\$0.00	\$59.51
3	65	\$31.50	\$12.28	\$18.15	\$0.00	\$61.93
4	75	\$36.35	\$12.28	\$18.15	\$0.00	\$66.78
5	85	\$41.19	\$12.28	\$18.15	\$0.00	\$71.62
<div style="border: 1px dashed black; padding: 5px;"> <p>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)</p> </div>						
Apprentice to Journeyworker Ratio:**						
ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2021	\$47.28	\$12.28	\$18.15	\$0.00	\$77.71
ROOFERS LOCAL 33	02/01/2022	\$48.71	\$12.28	\$18.15	\$0.00	\$79.14
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	10/01/2021	\$37.91	\$13.65	\$17.15	\$2.06	\$70.77
SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 10/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.16	\$13.65	\$4.02	\$0.98	\$33.81
2	45	\$17.06	\$13.65	\$4.52	\$1.06	\$36.29
3	50	\$18.96	\$13.65	\$11.08	\$1.31	\$45.00
4	55	\$20.85	\$13.65	\$11.08	\$1.37	\$46.95
5	60	\$22.75	\$13.65	\$14.12	\$1.52	\$52.04
6	65	\$24.64	\$13.65	\$14.38	\$1.58	\$54.25
7	70	\$26.54	\$13.65	\$14.63	\$1.64	\$56.46
8	75	\$28.43	\$13.65	\$14.88	\$1.71	\$58.67
9	80	\$30.33	\$13.65	\$15.14	\$1.77	\$60.89
10	85	\$32.22	\$13.65	\$15.39	\$1.84	\$63.10

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.56	\$13.65	\$4.02	\$1.00	\$34.23
2	45	\$17.51	\$13.65	\$4.52	\$1.07	\$36.75
3	50	\$19.46	\$13.65	\$11.08	\$1.33	\$45.52
4	55	\$21.40	\$13.65	\$11.08	\$1.38	\$47.51
5	60	\$23.35	\$13.65	\$14.12	\$1.53	\$52.65
6	65	\$25.29	\$13.65	\$14.38	\$1.60	\$54.92
7	70	\$27.24	\$13.65	\$14.63	\$1.67	\$57.19
8	75	\$29.18	\$13.65	\$14.88	\$1.73	\$59.44
9	80	\$31.13	\$13.65	\$15.14	\$1.80	\$61.72
10	85	\$33.07	\$13.65	\$15.39	\$1.86	\$63.97

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2</i>	03/01/2021	\$56.21	\$10.00	\$21.25	\$0.00	\$87.46

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.67	\$10.00	\$11.99	\$0.00	\$41.66
2	40	\$22.48	\$10.00	\$12.70	\$0.00	\$45.18
3	45	\$25.29	\$10.00	\$13.41	\$0.00	\$48.70
4	50	\$28.11	\$10.00	\$14.13	\$0.00	\$52.24
5	55	\$30.92	\$10.00	\$14.84	\$0.00	\$55.76
6	60	\$33.73	\$10.00	\$15.55	\$0.00	\$59.28
7	65	\$36.54	\$10.00	\$16.26	\$0.00	\$62.80
8	70	\$39.35	\$10.00	\$16.98	\$0.00	\$66.33
9	75	\$42.16	\$10.00	\$17.69	\$0.00	\$69.85
10	80	\$44.97	\$10.00	\$18.40	\$0.00	\$73.37

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

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
	02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.34	\$11.39	\$22.25	\$0.00	\$61.98
2	60	\$34.01	\$11.39	\$22.25	\$0.00	\$67.65
3	70	\$39.68	\$11.39	\$22.25	\$0.00	\$73.32
4	80	\$45.34	\$11.39	\$22.25	\$0.00	\$78.98
5	90	\$51.01	\$11.39	\$22.25	\$0.00	\$84.65

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
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For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
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For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
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TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	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
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	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 <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

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SCOPE OF WORK

Barnstable County on behalf of the Towns in the County requests bids from qualified contractors for Road Resurfacing Specific Projects.

The Work under this Contract consists of providing various materials as described herein to the Towns of Falmouth, Orleans, Provincetown, Wellfleet and Yarmouth.

All Work done under this Contract shall be in conformance with the 1988 Massachusetts Highway Department (MassDOT) Standard Specifications for Highways and Bridges, the Supplemental Specifications, the 2005 Standard Special Provisions, the 2010 Construction Standard Details, and the 2009 Manual on Uniform Traffic Control Devices, all as amended, and these Special Provisions. The General Conditions and Special Provisions shall take precedence over the General Requirements of the Standard Specifications.

WORK SCHEDULE

The Contractor shall commence Work within ten (10) working days of receiving a Notice to Proceed from the Owner. If the Contractor cannot begin work within the ten (10) working days, that Owner may order such services from such contractors as are available, and the Contractor shall reimburse that Owner for all expenses incurred above the Contract Price. When needing work completed for any items that will be awarded to the two (2) lowest bidders, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within forty-eight (48) hours of receiving the Notice to Proceed and/or cannot begin (and remain at) work within ten (10) working days, then the Town shall have the right to forward a Notice to Proceed to the second low bidder.

Work is restricted to a normal eight-hour day, five-day week, with Contractor and all subcontractors working on the same shift.

No Work shall be done on this Contract on Saturdays, Sundays or holidays or on the day before or the day after a long weekend which involves a holiday without prior approval by the specific Town or County.

OSHA REQUIREMENT

Any employee found on the worksite without documentation of the successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

PROGRESS OF WORK

The Contractor shall promptly start and continue actual construction work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of

Contractor's operations will be allowed without the approval of the Engineer. The rate of progress shall be satisfactory to that Town and the Engineer. The Contractor shall furnish to the Engineer a schedule for the Work prior to the start of construction.

CONTRACT DOCUMENTS IN THE FIELD

The Contractor shall keep a copy of the Contract Documents at the work site at all times while work is being performed and said copy is to be available to those in charge of work.

POLICE SERVICES

Each Town shall provide all Town police services at no cost to the Contractor to direct traffic when such protection is required by that Town's Police Department. The Contractor shall be solely responsible for contacting and scheduling police services with the Police Department. If the Contractor must cancel police services, he must do so within the time limits set by the Police Department. If the Contractor does not cancel police services within the time limits, then Contractor shall be responsible to promptly pay the minimum required amount.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall be required without additional compensation to provide safe and convenient access to all abutters during the prosecution of the Work.

No excavation shall be left open during non-working hours.

MSDS sheets and information shall be available on site and copies submitted to a Town as requested.

NECESSARY ACCESS FOR FIRE APPARATUS AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE POLICE AND FIRE DEPARTMENTS AT ALL TIMES REGARDING ACCESS.

For the protection of life and property, all backfill operations shall follow closely behind completed work. The Contractor shall insure that no excavation be left open, unguarded, or water filled during any period of time when work is not actually in progress. It is the purpose and intent that all excavations and backfill, including consolidation operations, and temporary surfacing within an area be accomplished expeditiously before proceeding to other work areas.

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (example: OSHA, DIGSAFE, MASSDOT Work Zone Safety Guidelines, Police) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary signs/ safeguards for such safety and protection at no extra cost to the Owner. See General Conditions also.

CLEANUP

Cleanup shall be done on a daily basis. At the end of each working period, the Contractor shall completely backfill all holes and trenches, and remove all equipment from the traveled way. The Contractor shall ensure that all safety marking and warning devices are satisfactorily in place prior to leaving any job.

During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat condition as is possible. He shall dispose of all residue resulting from the construction work and, at the

conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber,

equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

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

EMERGENCY CONTACTS

The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements such as settled trenches, clogged drains, rain damage, work zone safety issues, etc. A list of personnel (minimum of two) and their telephone numbers shall be submitted to the Engineer, the Highway Superintendent (or his designee), the Public Works Director and to the local Police and Fire Departments. This requirement shall apply during the entire length of the Project. or Service for each Town where work is being completed. This list shall be submitted on the Contractor's letterhead and shall state that

should an emergency arise during the implementation of this Project or Service, these people are to be contacted. The Contractor shall submit this letter to the Engineer prior to initiating construction. The Highway Superintendent for each Town or his designee has the right to determine whether or not an emergency exists and to require Contractor to promptly resolve the emergency at no cost to that Town. If Contractor can not respond in a timely manner as determined by the Highway Superintendent, the Town has the right to complete the necessary work and to bill Contractor for that work.

DIGSAFE

The Contractor shall notify "Mass. DIG SAFE" and the Local Water Department or District and procure a DIG SAFE number of each location prior to disturbing ground in any way.

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

Commonwealth Electric has a policy regarding the location of electric utilities. Dig-Safe can no longer be relied upon to locate electric utilities that are "privately" owned. This can include electric cables located in Public ways that run from utility poles to buildings. It is therefore incumbent upon Contractor to ascertain if any electric cables are located in any area prior to excavation. This will be done at Contractor's expense.

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of his operations

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the Work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the 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 Contractor may be repaired by the municipality or by utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, 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 the Engineer, to do the Work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

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

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

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK

For the items that require traffic control, the Contractor shall supply and use traffic control devices, positioning and methodology, conforming with the Manual on Uniform Traffic Control Devices (MUTCD) and MASSDOT Work Zone Safety Guidelines at no additional cost to any Town. Traffic control devices required only during 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.

Particular care should be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety.

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.

DISPOSAL OF SURPLUS MATERIALS

All materials not required or needed for use on the Project, and not required to be removed and stacked, shall become the property of the CONTRACTOR and shall be removed from the site and legally disposed of. No separate payment will be made for this Work, but all costs in connection therewith shall be included in the prices bid for various Contract items.

COMPACTION

Compaction of filled areas under pavement (no matter what type of fill material) shall be completed in 6" lifts. Compaction of filled areas elsewhere (no matter what type of fill material) shall be completed in 12" lifts. Appropriate compaction equipment shall be used.

PROPERTY BOUNDS

Any bounds or markers flagged by a Town and disturbed by the Contractor shall be replaced utilizing the services of a Registered Land Surveyor. The cost of replacing flagged bounds or markers disturbed by the Contractor's operations shall be at the Contractor's expense.

WEIGHING

All materials requiring payment by weight shall be weighed at a certified scale prior to delivery and the weigh slips shall be delivered to and signed by a Town representative. Each Town may provide use of its scale and require gross weights and vehicle tare weights verified at time of delivery.

PRICE ADJUSTMENTS

The Massachusetts Department of Transportation (MassDOT) method for calculating price adjustments due to cost fluctuations in liquid asphalt, Portland cement, diesel fuel, gasoline, and structural steel shall apply to this bid. The Liquid Asphalt adjustment shall apply to **Hot Mix Asphalt and Hot Mix Asphalt for Miscellaneous Work (Handwork) on orders greater than 100 tons where the adjustment results in a change in the Unit Price of 5% or more.** The Diesel Fuel adjustment shall apply to **Hot Mix Asphalt and Hot Mix Asphalt for Miscellaneous Work (Handwork) where the adjustment results in a change in the Unit Price of 5% or more.** **No other adjustments will made to the remaining bid items.**

MASSDOT procedures shall be used to determine the adjustments, except as noted herein. The price adjustments shall be based on the difference between the "base price" and the "order price". The "base price" shall be determined from the most recent MASSDOT published liquid asphalt, diesel fuel, gasoline, Portland cement, or steel price that precedes the bid date. The "order price" shall be the most recent published MASSDOT liquid asphalt, diesel fuel, gasoline, Portland cement, or steel price available on the day that the item is placed. A Town ordering work shall be provided with only one (1) invoice for each project. This invoice shall include the name of the item(s) installed, the quantity installed, the original unit bid price(s), and the price adjustment(s) (including back-up information such as calculations, MASSDOT publication) for each project. A second invoice for the adjustment(s) submitted at a later date shall not be acceptable.

The Liquid Asphalt and Diesel Fuel price adjustment shall be based on the difference between the respective prices at the time of the bid (base bid price) and the prices on the date of paving. The Liquid Asphalt and Diesel Fuel base bid price shall be the prices posted on the MassDOT Website for the month of December, 2021 which were as follows:

Base Bid Price Liquid Asphalt (Ton): 625.00

Base Bid Price Diesel (Gallon): TBD (As of 12/30/21)

MASSDOT PREQUALIFICATION

The Towns presently intend to use Chapter 90 (State) funds to finance some of the bid items. Therefore, projects requiring MA Highway Prequalification are references in the bid table and require awarded vendors to be prequalified through the Massachusetts Department of Transportation (MassDOT). Vendors who are not on the MA Highway list of pre-qualified bidders cannot be awarded bids for these items. Only bidders whose companies name appears on the MassDOT list of certified bidders will be awarded bids for the items identified in the bid table.

**NOTE: For all paving, no separate payments will be made
to mobilize to different locations.**

ITEM 101.3 STREET SWEEPING

The Work under this item shall consist of the preparation of areas to be paved by removing and drying any standing or puddled water and cleaning all dirt, dust and debris at the locations indicated on the plans or where directed by the Engineer.

Sweeping by means of mechanical and/or vacuum sweepers and all other preparation necessary of the areas and surfaces to be paved shall be included in the unit bid price for this item. In areas where it is impractical to use a mechanical or a vacuum sweeper, the contractor could use a power sweeper, broom, blower or any other method to remove any standing or puddled water and all dirt, dust and debris but only with the prior approval of the Engineer and the cost of this work shall be included in the unit bid price for this item.

All locations and methods must be prior approved by the Engineer and all debris removed shall become the property of the contractor and be disposed outside of the right-of-way subject to the regulations of state and local authorities governing the disposal of such materials, at no additional compensation.

The measured quantity will be paid for at the Contract Unit Price per Linear Feet of roadway, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work.

ITEM 120.1 UNCLASSIFIED EXCAVATION

The work under this item shall conform to the relevant provisions of Section 120 of the Standard Specifications. The work shall include providing all labor and equipment for the excavation, removal and satisfactory disposal of any material within the work zone as determined by the engineer and which is not covered under any other pay items in this contract.

The measured quantity will be paid for at the Contract Unit Price per Cubic Yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work.

ITEM 129 PAVEMENT MILLING

The Work under this item shall conform to the relevant provisions of Section 120, Section 120.66 of the Standard Specifications and the following:

The work shall include the cold planing of existing bituminous concrete pavement surface to various depths to shape the pavement cross-section (crown or super elevation), to meet driveways, and/or to produce a uniform surface for the application of the pavement surfacing.

Pavement areas abutting utility structures and other areas which cannot be planed by the principal cold planing machine shall be excavated with smaller mechanical cold planing equipment designed for this purpose or by manual methods at no additional cost to any Town.

The machine shall be capable of being operated at speeds from 10 to 40 feet per minute and designed so that the operator can at all times observe the planing operation without leaving his control area. Pneumatic rubber-tire mounted equipment shall be used only for trimming and edging operations.

The equipment furnished by the Contractor shall be maintained in good repair at all times.

No pavement cuttings shall remain on the project at the end of each work period. The pavement cuttings shall become the property of the Town and the Contractor shall be responsible to remove, haul, and deposit the pavement cuttings at no additional cost to a site as directed by the Town.

The measured quantity will be paid for at the Contract Unit Price per Square Yard, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

ITEM 129.1 COLD PLANED (MILLED) PAVING JOINTS

The work shall include the cold planing of existing bituminous concrete pavement surface to create key ways (paving joints) for the purpose of overlaying pavement. All work is to be performed no more than forty-eight (48) hours prior to the scheduled start of paving.

The machine shall be capable of milling to a depth of two (2) inches and a minimum width of twenty four (24) inches. The cutter head must be able to rotate 15 degrees to provide a beveled cut. All key ways shall be one (1) to two (2) inches in depth and twenty four (24) inches to forty eight (48) inches in width at the discretion of the Town. The Contractor is responsible milling and clean up of all excavated materials.

The equipment furnished by the Contractor shall be maintained in good repair at all times.

No pavement cuttings shall remain on the project at the end of each work period. The pavement cuttings shall become the property of the Town and the Contractor shall be responsible to remove, haul, and deposit the pavement cuttings at no additional cost to a site as directed by the Town.

The measured quantity will be paid for at the Contract Unit Price per Square Yard, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

ITEM 191.7 TEST PIT

The work under this item shall consist of providing labor and equipment necessary to perform a test hole through pavement or shoulder material to determine depth of utilities within the proposed work area.

When test holes are deemed necessary and approved by the Engineer, the contractor shall make as small a test hole as possible to obtain the necessary information on the utility line. After obtaining the information, the test pit shall be brought to proper grade with compacted dense graded stone or other approved material.

The measured quantity will be paid for at the Contract Unit Price per Each, which price shall include all labor, materials, equipment, compacting, and incidental costs required to complete the Work.

ITEM 220 DRAINAGE STRUCTURE ADJUSTED

The work under this item shall conform to the relevant provisions of Sections 201 and 220 of the Standard Specifications and the following:

The Contractor shall maintain the drainage system in the project areas or drainage facilities outside the project area affected by the work performed by the Contractor to provide continual drainage of the travel ways and construction areas. All drainage castings required to be raised to accommodate the pavement overlays or sidewalk improvements shall be paid for under this item. Clay brick conforming to Subsection M4.05.2 of the Standard Specifications shall be used to make grade adjustments of drainage structure frames.

Any drainage castings damaged due to the Contractor's operations shall be replaced with similar North American made cast iron castings at no cost to the Town.

A structure adjusted more than once by the Contractor, due to his plan of operation, will be paid for only once regardless of how many adjustments are made to the structure.

The measured quantity will be paid for at the Contract Unit Price per Each, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

ITEM 220.2 DRAINAGE STRUCTURE REBUILT

The new masonry construction, backfilling around structures and other incidental work shall conform to the relevant provisions of the Standard Specifications and the following:

The work shall consist of rebuilding, removing, replacing and adjusting the masonry and castings of existing structures. When, in the judgment of the Engineer or as designated on the Plans as "rebuild existing drainage structure", the structure shall be rebuilt. The casting and deteriorated masonry shall be removed in a neat manner until a clean sound base is obtained upon which concrete blocks and clay bricks may be set to rebuild the structure.

The measured quantity will be paid for at the Contract Unit Price per Vertical Foot, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

ITEM 358 GATE BOX ADJUSTED

The work under this item shall conform to the relevant provisions of Sections 301 of the Standard Specifications and the following:

Concrete collars shall be included in the work for this item. Concrete shall be 4,000 PSI and construction shall meet the MassDOT Construction Standards dimensions for Water Service Boxes and relevant sections of Section 301.

The measured quantity will be paid for at the Contract Unit Price per Each, which price shall include all labor, materials, equipment, sawcutting, excavating, hauling, disposing, and incidental costs required to complete the Work.

ITEM 402 DENSE GRADED CRUSHED STONE FOR SUB-BASE

The Work under this item shall conform to the provisions of Section 402 of the Standard Specifications.

The measured quantity will be paid for at the Contract Unit Price per Cubic Yard, which price shall include all labor, materials, equipment, fine grading, compacting, and incidental costs required to complete the Work.

ITEM 403 RECLAIMED PAVEMENT FOR BASE COURSE

The Work under this item shall conform to the provisions of Section 170 & 403 of the Standard Specifications and the following:

Fine grading and compacting (FG&C) of the subgrade and protection of subsurface utilities shall be included in the work for this item. If requested by a Town, the Contractor shall negotiate a reasonable additional cost for related work (e.g., excavating and hauling away excess materials).

The measured quantity will be paid for at the Contract Unit Price per Square Yard, which price shall include all labor, materials, equipment, fine grading, compacting, and incidental costs required to complete the Work.

ITEM 403.3 RECLAIMED PAVEMENT FOR BASE COURSE (INCLUDING CALCIUM CHLORIDE)

The Work under this item shall conform to the provisions of Section 170 & 403 of the Standard Specifications and the following:

Fine grading and compacting (FG&C) of the subgrade, protection of subsurface utilities and adding and mixing liquid calcium chloride to the pulverized mass shall be included in the work for this item. If requested by a Town, the Contractor shall negotiate a reasonable additional cost for related work (e.g., excavating and hauling away excess materials).

The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium shall meet the following material specifications (see ASTM Designation D98; AASHTO-M144):

Calcium Chloride	35% +/-1%
Alkali Chloride as NaCl	2% max.
Magnesium as MgCl	0.1%

Typical (Pounds per gallon)	
Calcium Chloride	5.05
Sodium Chloride	0.2
Magnesium Chloride	0.004
Calcium Sulfate	0.004
Water	6.002
	11.26

The measured quantity will be paid for at the Contract Unit Price per Square Yard, which price shall include all labor, materials, equipment, fine grading, compacting, and incidental costs required to complete the Work.

ITEM 460 HOT MIX ASPHALT

The Work shall include the furnishing and placement of top course, binder course, and/or leveling course for new pavements and existing pavement overlays by self powered mechanical pavers. Any Town may specify any job - mix formula from Section M3.11.00 of the Standard Specifications.

A tack coat of liquid bituminous material (RS 1 or equal) shall be furnished and applied to existing pavements at the rate of 0.10 gallon per Square Yard immediately prior to placement of pavement overlay and the cost shall be included in the unit price bid. The tack coat shall be machine applied and sprayed uniformly. Hand application will not be allowed.

Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

When bituminous concrete berm (Cape Cod berm) is required, the Work shall also include the berm construction and the cost shall be included in the unit price bid.

If requested by the Town, Contractor shall provide and install MassDOT approved temporary pavement markings at no additional cost to the Town.

The measured quantity will be paid for at the Contract Unit Price per Ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work.

ITEM 472 HOT MIX ASPHALT FOR MISCELLANEOUS WORK

The Work shall include the furnishing and placement of top course and binder course material by mechanical and hand methods for sidewalk resurfacing, berm, driveway, aprons, and other construction. Any Town may specify any job - mix formula from Section M3.11.00 of the Standard Specifications.

A tack coat of liquid bituminous material (RS 1 or equal) shall be applied to existing pavements at the rate of 0.10 gallon per Square Yard immediately prior to placement of pavement and the cost shall be included in the unit price bid.

Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

The measured quantity will be paid for at the Contract Unit Price per Ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work.

ITEM 472.2 PARTIAL DEPTH PAVEMENT PATCH

The Work shall consist of the construction of partial depth pavement patches at various locations as directed by the Engineer. The Work shall include the following:

Partial depth pavement patch excavation shall consist of the removal and satisfactory disposal of all bound pavement materials, the removal of which is necessary for the proper completion of the work. The excavation will be made to a minimum depth of 1.5". Contractor shall make the excavation square or rectangular with faces straight and vertical. The Contractor may use any type of pavement saw-cutting or milling equipment that will not damage adjacent pavement. A jack-hammer and compressor will not be allowed for cutting the pavement surface.

The Contractor shall swab or paint the existing vertical faces of the pavement with an approved emulsified asphalt such that a uniform film of asphalt will remain when cured.

Hot Mix Asphalt Pavement shall be placed and properly compacted with a power roller. The surface shall not deviate more than 1/8" from a straight edge placed on the existing pavement.

The perimeter of the patch shall be painted with an emulsified asphalt or approved equal such that a 4" wide strip will be equally spaced on the new and existing pavement. The joint sealing material shall be dusted with stone screenings or stone dust such that no tracking or pick-up of the seal will occur.

The measured quantity will be paid for at the Contract Unit Price per Square Yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work.

ITEM 482.3 SAWING ASPHALT PAVEMENT

This item is for saw cutting of bituminous asphalt not included as incidental work for other payment items. All lines shall be neat and straight.

Sawcut areas damaged by the contractor shall be re-cut at the contractors expense prior to paving.

The measured quantity will be paid for at the Contract Unit Price per Linear Foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work.

ITEM 504 GRANITE CURB TYPE VA4 – STRAIGHT

Work under these items shall conform to the relevant provision of Section 501 of the Standard Specifications and the following:

All curbing shall be set on a bed of dry compacted gravel base. The spaces between the curb and the walls of the trench (both front and back sides of the curb) shall be filled with 4,000 PSI concrete to the depth directed, and shall then have a 2-inch base of Hot Mix Asphalt placed upon it. This shall ensure proper adhesion of the overlays to the existing surface.

The Contractor shall be responsible for saw cutting the existing pavement edge as directed by the Town, for excavating the area needed for the curbing and concrete installation, and for hauling and disposing of the excavated material.

The Contractor shall be responsible for meeting all current Federal and State architectural accessibility requirements. This includes but is not limited to: slopes; grades; and construction materials.

If requested by the Town, the Contractor shall negotiate an additional cost per Linear Foot for transition and curved granite curbing.

The measured quantity will be paid for at the Contract Unit Price per Linear Foot, which price shall include all labor, materials, equipment, saw cutting, excavating, hauling, disposing, and incidental costs required to complete the Work.

ITEM 506 GRANITE CURB TYPE VB – STRAIGHT

Work under these items shall conform to the relevant provision of Section 501 of the Standard Specifications and the following:

All curbing shall be set on a bed of dry compacted gravel base. The spaces between the curb and the walls of the trench (both front and back sides of the curb) shall be filled with 4,000 PSI concrete to the depth directed, and shall then have a 2-inch base of Hot Mix Asphalt placed upon it. This shall ensure proper adhesion of the overlays to the existing surface.

The Contractor shall be responsible for saw cutting the existing pavement edge as directed by the Town, for excavating the area needed for the curbing and concrete installation, and for hauling and disposing of the excavated material.

The Contractor shall be responsible for meeting all current Federal and State architectural accessibility requirements. This includes but is not limited to: slopes; grades; and construction materials.

If requested by the Town, the Contractor shall negotiate an additional cost per Linear Foot for transition and curved granite curbing.

The measured quantity will be paid for at the Contract Unit Price per Linear Foot, which price shall include all labor, materials, equipment, saw cutting, excavating, hauling, disposing, and incidental costs required to complete the Work.

ITEM 580 CURB REMOVED AND RESET

Work under this item shall conform to the relevant provisions of Section 580 of the Standard Specifications and the following:

Mortar, concrete, asphalt, soil, and all debris and deleterious material shall be removed from the curbing prior to setting as part of this work item.

All curbing shall be set on a bed of dry compacted gravel base. The spaces between the curb and the walls of the trench (both front and back sides of the curb) shall be filled with 4,000 PSI concrete to the depth directed, and shall then have a 2-inch base of Hot Mix Asphalt placed upon it. This shall ensure proper adhesion of the overlays to the existing surface.

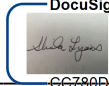
The measured quantity will be paid for at the Contract Unit Price per Linear Foot, which price shall include all labor, materials, equipment, compacting, and incidental costs required to complete the Work.

CONTRACT SIGNATURES

In Witness whereof, the parties to these present have hereunto set their hands and seals, Barnstable County, who incurs no personal liability by reason of the execution hereof or anything herein contained, on the day and year hereinbefore first written and who hereby certifies under penalties of perjury that all the applicable provisions of General Laws, Chapter 149 Section 44J, have been complied with.

The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under 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.

BARNSTABLE COUNTY

BY  _____ 3/31/2022
CG780D50A0064FE...
Sheila Lyons, Chair Date

FIRM NAME _____ Lawrence Lynch, Corp. _____

BY _____
Christopher Lynch, President Date

PAYMENT BOND

Bond No. _____

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

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

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of _____, and entitled _____ **[Insert Contract Title or Name of Project here]**.

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

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

[Name and Seal]

[Attorney-In-Fact][Seal]

[Title]

[Address]

[Phone]

Attest: _____

Attest: _____

The rate for this Bond is _____% of the first \$ _____ and _____% for the next \$ _____.

The total premium for this Bond is \$ _____.

END OF PAYMENT BOND

PERFORMANCE BOND

Bond No. _____

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

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of _____, and entitled _____ [**Insert Contract Title or Project Name here**]

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

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Obligee, Town of Framingham, under the applicable provisions of the contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Town of Framingham promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

[Name and Seal]

[Attorney-In-Fact]

[Title]

[Address]

[Phone]

Attest: _____

Attest: _____

The rate of the Bond is _____ % of the first \$ _____ and _____ % for the next \$ _____.

The total premium for this Bond is \$ _____.

END OF PERFORMANCE BOND

APPENDIX - A

MOST COMMONLY USED STANDARD FORMS

Schedule for Participation by MBE/WBE

Change Order

Statement of Compliance

Certified Payroll

BARNSTABLE COUNTY

Project: _____ Title: _____

Project Location: _____

SCHEDULE FOR PARTICIPATION BY WOMEN/MINORITY BUSINESS ENTERPRISE

A. General Contractor must submit to the Office within (5) five working days of the award of Bids.

BIDDER CERTIFICATION:

A. Bidder agrees to expend at least the amount of the contract set forth below if awarded, for W/MBE. For the purposes of this commitment, the designation means a business that has been certified by SDO as such. The Bidder must indicate the W/MBE it intends to utilize in this document as follows: (Attach sheet if additional space is required.)

	<u>Company Name &Address</u>	<u>W/MBE</u>	<u>Nature of Participation</u>	<u>If Supplier W/MBE%</u>	<u>Dollar Value of Participation</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____

Total Dollar Value of WBE Commitment: \$ _____

Total Dollar Value of MBE Commitment: \$ _____

Total Dollar Amount \$ _____

The undersigned hereby certifies that he or she read the terms of this condition and is authorized to bind the Bidder to the commitment herein set fourth.

Date _____

Name of Firm

Authorized Signature

Business Address

LETTER OF INTENT
(THIS FORM MAY BE PHOTOCOPIED)

Women/Minority Business Enterprise Participation
(To be Complete by W/MBE and Submitted by the General Bidder.)

Project: _____ Title: _____

Project Location: _____

Check one:
_____ MBE _____ WBE

TO: _____
Name of General Bidder/ filed Sub-bidder

1. My company intends to perform work in connection with the above project as:

- _____ an individual
- _____ a partnership
- _____ a corporation
- _____ a joint venture with _____
- _____ other (explain) _____

2. My company has been certified by SDO and it has not changed its women/minority ownership, control, or management without notifying SDO within thirty (30) days of such a change.

3. My company understands that if your company is awarded the contract, your company intends to enter into an agreement with my company to perform the activity described below for the prices indicated. My firm also understands that your firm, as General Bidder, will make substitution only as allowed by the County Contract.

W/MBE PARTICIPATION

<u>Item Number</u> <u>(if Applicable)</u>	<u>Description of Activity (with</u> <u>notation such as "Labor Only")</u>	<u>Quantity</u>	<u>Unit</u> <u>Price</u>	<u>Dollar</u> <u>Amount</u>
--	---	-----------------	-----------------------------	--------------------------------

\$ _____
Total Amount

W/MBE Authorized Agent

W/MBE Company Name

DATE

W/MBE Address

W/MBE Telephone No.

NOTE: To be submitted by the General contractor, to the Office within (5) FIVE WORKING DAYS of the opening Bid Award.

INSTRUCTIONS REGARDING CHANGE ORDERS AND CONTRACT MODIFICATIONS

NO CHANGES (ADDITIONS, SUBSTITUTIONS OR ELIMINATION'S) IN THE PLANS, SPECIFICATIONS OR CONTRACT SHALL BE COMMENCED UNTIL RECEIPT BY THE CONTRACTOR OF: A. AN APPROVED CHANGE ORDER FORM 5, OR B. A WRITTEN AUTHORIZATION TO PROCEED SIGNED BY THE COUNTY'S AUTHORIZED OFFICIAL.

All requests for changes increasing the contract price must be submitted on the Change order Form, prior to the final acceptance of the contract. The Contractor waives all rights against the County if the contractor fails to comply with this requirement. The Awarding Authority shall be under no obligation to process a request for change after final acceptance of the project.

The term "request for change" is used throughout these procedures and applies to every request to revise the contract requirements.

The request for change must be made in writing, and in accordance with the provisions of this contract, the General Laws, rules, regulations and other procedures of the Office.

1.02 GENERAL PURPOSE

The purpose of these procedures is to properly authorize necessary changes, provide satisfactory documentation supporting the nature and cost of each change, and allow the change order work to be accomplished in a timely and efficient manner.

It is the intent of this contract and the applicable statutory provisions that whenever possible the parties should agree upon an equitable adjustment in the contract price before commencement of the pertinent work.

All parties shall negotiate in a professional manner and agree upon the particulars associated with the change in the work thereby implementing an approved change in the contract.

It is the responsibility of the contractor to clearly substantiate the costs associated with all changes. If the contractor refuses to provide the project manager with cost estimates for a proposed change in the work, the County may unilaterally determine the reasonable cost for that change, and the contractor must proceed with the work based upon the County's established cost.

SECTION 2 - SUBMISSION AND DISPOSITION OF UMD FORM 5

2.01 AUTHORIZED REQUESTORS (Originators of "Request for Change")

1. General Contractor, including Sub-Contractor
2. Designer
3. County

2.02 THE REQUESTOR SHALL:

- a. Initially discuss the proposed change with all interested parties.
- b. Complete the Change Order Form

2.03 THE CONTRACTOR SHALL:

- a. If also the requester, the contractor shall initially comply with 2.02 above

- c. Submit a cost breakdown with the requested change. Breakdowns of all filed subcontractors shall be separated from the contractor's breakdown and both are required to be on properly identifiable letterhead stationery, and signed showing: A. quantities and costs utilizing unit pricing, or, B. the classification and hours of labor, fringe benefits and the complete breakdown showing unit cost of material and equipment.
- d. If additional time is requested, furnish an explanation with the breakdown. Extensions of time shall not be granted on a retroactive basis because of changes.
- e. Each change must be all inclusive as to all costs and all time extensions.
- f. The General Contractor shall review all cost breakdowns being submitted by their suppliers and subcontractors and check them to insure the information being submitted is accurate and mathematically correct.

SECTION 3. - AUTHORITY TO APPROVE REQUESTS FOR CHANGE

3.01 The County Commissioner's

SECTION 4. - MISCELLANEOUS DIRECTIONS FOR COMPUTING COSTS FOR CHANGES IN WORK

- 4.01 Shipping, storage and handling costs of materials and equipment involved in a change in work may be included in the costs for change, if itemized and accompanied by copies of paid invoices.
- 4.02 The allowance for overhead provided in Article VI 2 (3) shall be considered to include all hand and power tools normally required in the performance of the base bid work, the cost of the contractor's superintendent, the contractor's administration costs, and the contractor's estimating costs.
- 4.03 Major items of equipment, specialized tools, and ordinary materials and equipment used or consumed on the change order work, whether rented or owned by the contractor, may be included in the cost of the change provided current rental rates and material costs, supported by paid invoices, are submitted as backup to the change when itemized.
- 4.04 Contractors shall meet the following guidelines when submitting cost breakdowns for labor:
 - a. Designate name of trade, number of hours times the base journeyman rate. Foreman rate should only be used and pro-rated as provided for in the labor agreements.
 - b. Show hourly benefit amounts such as health, welfare, and pensions separately.
 - c. When overtime work is involved, insurance charges are based on single time. Benefits likewise, are based on single time.
 - d. Whenever a subcontractor is involved a complete and separate breakdown must be submitted by the subcontractor for their portion of work. Non filed subs should not include overhead and profit on their breakdown.
 - e. All breakdowns should be legible, submitted on letterhead and signed by an authorized representative of the Contractor This applies to all subcontractors and General Contractors.

SECTION 5. - PROCEDURE FOR WRITTEN AUTHORIZATION TO PROCEED

- 5.01 An alternative method for effecting a change is by "written authorization to proceed" issued by the Office in advance of a formal change order. This method is to be used when there would otherwise be a delay in the prosecution of the work or a change is necessary to eliminate a hazard to life or property.

Appendix A

Every effort, however, should be made by all concerned to anticipate changes, so that they may be initially approved by the formal change order process.

In the case of an extreme emergency involving an immediate hazard to life or property, the resident engineer may assume full authority on behalf of the County by issuing the necessary instructions to correct the situation but shall immediately thereafter contact the Project Manager.

5.02 This procedure authorizes work only, and no payment can be made until the work is completed and a formal change order is approved.

5.03 THE CONTRACTOR SHALL:

Submit in writing to the County a proposed price for performing the work on a predetermined lump sum, unit price, or time and material basis.

BARNSTABLE COUNTY CHANGE ORDER

CHANGE ORDER #: _____ DATE: _____

CONTRACT #: _____ PROJECT #: _____

CONTRACT TITLE: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

Original Amount of this Contract: _____

Amount of this Change Order: _____
(decrease) (increase)

REVISED CONTRACT AMOUNT: _____

An (increase) (decrease) (no change) of _____ days in the contract is hereby authorized

The work to be completed under this change order is as follows:

The work to be covered by this order shall be performed under the same terms and conditions as included in the original contract.

By: _____
Contractor

Date: _____

Title: _____

Barnstable County

By: _____

Date: _____

By: _____

Date: _____

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

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

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:	Address:	Phone No.:	Payroll No.:
Employer's Signature:	Title:	Contract No:	Tax Payer ID Number
Awarding Authority's Name:	Public Works Project Name:	Public Works Project Location:	Min. Wage Rate Sheet Number

General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions															
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(B+C+D+E) (A x F)		Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							Total Gross Wages	Project Gross Wages	

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority / /
--

Barnstable County

Regional Government of Cape Cod
Purchasing Department

Jennifer L.V. Frates, Chief Procurement Officer



Addendum NO. 1
January 6, 2022

To all Bidders on the Project titled:

Bid # 7959
Road Resurfacing Specific Projects
Barnstable County

Reference Contract Documents (drawings and specifications) dated January 3, 2022

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications and drawings. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

CHANGES:

Under the Special Provisions, Pricing Adjustments section, the MassDOT website has released the pricing for the month of December 2021 as follows:

Base Bid Price Liquid Asphalt (Ton): \$625.00
Base Bid Price Diesel (Gallon): \$2.712
Base Bid Price Gasoline (Gallon): \$2.632

All other portions of the Bid Documents remain unchanged. NOTE: THE BID SUBMISSION DEADLINE DATE HAS NOT CHANGED.

Please be reminded to acknowledge this Addendum on the bid forms.

--- End of Addendum No. 1 ---

3195 Main Street | P.O. Box 427 | Barnstable, Massachusetts 02630
P: (508) 375-6637 E: Jennifer.frates@barnstablecounty.org

Barnstable County

Regional Government of Cape Cod
Purchasing Department

Jennifer L.V. Frates, Chief Procurement Officer



Addendum NO. 2
January 31, 2022

To all Bidders on the Project titled:

Bid # 7959
Road Resurfacing Specific Projects
Barnstable County

Reference Contract Documents (drawings and specifications) dated January 3, 2022

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications and drawings. The items set forth herein, whether of omission, addition, substitution, or clarifications are all to be included in and form a part of the proposal submitted.

CHANGES:

The bid submission deadline has been extended to:

Thursday, February 3, 2022 at 11:00AM

All other portions of the Bid Documents remain unchanged. NOTE: THE BID SUBMISSION DEADLINE DATE HAS CHANGED.

Please be reminded to acknowledge this Addendum on the bid forms.

--- End of Addendum No. 2 ---

3195 Main Street | P.O. Box 427 | Barnstable, Massachusetts 02630
P: (508) 375-6637 E: Jennifer.frates@barnstablecounty.org