



TOWN OF WILMINGTON

DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID

Sealed bids for furnishing the following products and services for Fiscal Year 2022 (July 1, 2021 through June 30, 2022) to the Town of Wilmington, Massachusetts, will be received by mail at the Office of the Town Manager, Town Hall, 121 Glen Road, Wilmington, Massachusetts 01887, until

10:00 AM on Wednesday, May 12, 2021, where and when they will be publicly opened and read:

1. Screener Rental
2. Guardrail
3. Pavement Markings
4. Roadway Management Services*
5. Bituminous Products at Plant
6. Crack Sealing*
7. Tree Planting Services
8. Stormwater Pond Maintenance Services
9. Catch Basin Cleaning Services

* Bidders must be pre-qualified with MassDOT to perform Chapter 90 work in order to receive bid specifications.

Bid Specifications may be obtained at the Town of Wilmington Purchasing Department website:
<https://www.wilmingtonma.gov/purchasing-department>

File original bid with the Town Manager, Town Hall, 121 Glen Road, Wilmington, Massachusetts 01887. Mark each envelope: "Bid on (identify specific product) to be opened at 10:00 AM on May 12, 2021."

Quantities shown on bid sheet are approximate only and will be used for comparison of bids.

Where indicated, bid proposals shall include labor rates and must conform to Mass. General Laws, Chapter 149, Section 27, Department of Labor and Industries.

The bid for Items No. 4 and No. 6 shall be accompanied by a bid deposit (returnable) in the amount of 5% of the total bid. This may be cash, certified check or bid bond, payable to the Town of Wilmington.

A 50% Payment Bond is required for Item No. 4

As a minimum, all work shall be performed in compliance with the current Massachusetts Department of Transportation (MassDOT) "Standard Specifications for Highways and Bridges", and latest supplements. Special provisions and amendments are listed within bid specifications.

Purchases by the Town of Wilmington are exempt from any Federal, State, Municipal and/or excise tax.

The Town of Wilmington reserves the right to waive any formality and/or to reject any or all bids or any parts thereof deemed not to be in the best interest of the Town of Wilmington.

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

Jeffrey M. Hull
Town Manager



TOWN OF WILMINGTON, MASSACHUSETTS SPECIFICATION AND BID FORM

This sheet must be completed by bidder. The bid must be signed by bidder if bidder is an individual; by one of the partners if a partnership; by an authorized officer if a corporation.

The undersigned agrees that the following service will be made available to the Town of Wilmington, MA for **Fiscal Year 2022 (July 1, 2021 through June 30, 2022)**.

ITEM No. 8: Stormwater Pond Maintenance Services

Such bids addressed to the Town of Wilmington and endorsed: "DPW Bid on Stormwater Pond Maintenance Services" will be received by mail at the Wilmington Town Hall Manager's Office, 121 Glen Road, Wilmington, MA 01887 until **10:00 am on May 12, 2021**, at which time and place said bids will be publicly opened and read aloud. Any bid may be withdrawn prior to the above scheduled time. Any bid received after the time and date specified will not be considered.

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

Bidders are hereby notified that the work covered by this contract is governed by M.G.L. c149 Section 26-27H and in accordance therewith bidders must pay prevailing wages as established by the Massachusetts Department of Labor and Workforce Development/Division of Occupational Safety. Please see the applicable wage sheet that is enclosed within this document.

A Certificate of Non-Collusion must be submitted with the bid.

A Reference Sheet must be submitted with the bid. The sheet will list 3 other communities or private commercial customers that the bidder has worked for in the past, along with project names and contact names and telephone numbers.

The Town of Wilmington reserves the right to terminate any and all agreements if the equipment proves inadequate or the operator proves to be incapable of performing the work in a satisfactory and timely manner.

BASIS OF AWARD

The Town of Wilmington will award the bid to the qualified eligible bidder who meets specifications and provides the Town with the lowest responsible **total bid** for all items listed on the bid sheet. Bidder must bid on all items. The Town of Wilmington reserves the right to waive any formality and/or to reject any or all bids or any parts thereof deemed not to be in the best interest of the Town of Wilmington.

INSURANCE

Prior to award of this Contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability and property damage in the following amounts:

| | |
|---|---------------------------|
| Comprehensive General Liability: | \$1,000,000 / \$3,000,000 |
| Auto Liability; Property Damage; Personal Injury: | \$ 500,000 / \$ 500,000 |
| Workmen's Compensation: Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts | |

DIRECTION AND OVERSIGHT OF THE WORK

All supervision and direction of the Work, all authorizations of variance from specifications, and all field decisions of the Town shall be communicated to the Contractor by the Town Engineer or his designee or DPW Agent, also referred to as the "Town".

MISCELLANEOUS PROVISIONS

The Town will pay for any police traffic safety that may be required, as determined by the Town.

The Contractor will make every effort to avoid damaging abutting property. The Contractor will restore such property damaged by his equipment or personnel to its pre-damage condition, or if so determined by the Town, restoration will be done by others at the Contractor's expense.

The work shall be done pending sufficient funding. The Town makes no guarantee as to the number of stormwater ponds to be cleaned or cleared under this bid.

SCOPE OF WORK

Stormwater ponds are large, permanent stormwater structures that simulate the natural water cycle by providing the capacity to store stormwater during storm events. The water is then slowly released, either by an outlet structure that leads to a nearby stream or storm drainage system. If the stormwater pond has no outlet structure, the excess water infiltrates into the ground or evaporates. Stormwater ponds require maintenance in order to ensure the capacity and functionality of their original design.

The work under this contract consists of furnishing all necessary labor, equipment, and services to complete miscellaneous stormwater stormwater pond clearing and cleaning per the below specifications.

1. GENERAL

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site to the satisfaction of the Town of Wilmington.

Work shall generally consist of the following elements:

- a. Vegetation Control - The mechanical removal of all vegetation overgrowth within the pond itself, in access points, along any fences, and along headwalls and pipes, including tall grasses, unintentionally germinated leafy plants and wooded shrubbery, unintentionally germinated trees less than 4-inches in diameter measured 24" off the ground, thorns, briars, and other native and invasive plants. No pesticides are permitted. Perennial native grass seed mix shall be scattered in severely disturbed areas.
- b. Sediment Control - The restoration of the pond to a close-to-original condition through the removal of excess sediment that may have accumulated at the bottom of the pond and around any inlets, outlets, or control structures.
- c. Trash and Debris Control - General cleanup of the pond itself including the removal of all trash, logs, and leaf litter. Unclog any outlets, inlets, or control structures of accessible debris. Dispose of any trash in town dumpster.
- d. Transport - Transport and disposal of all natural materials removed from the ponds to the Town's yardwaste center located at 955 Main Street in Wilmington, MA using contractor vehicles.
- e. Finish Landscaping – All vegetation cut by the Bidder shall be raked, collected, and disposed of by the Bidder in accordance with Section 1.d above. Any bare spots with the basin, berm, slope embankments, or access points (i.e. tire tracks across manicured lawns or vegetated areas), shall be properly restored by the Bidder using loam and perennial native grass seed mix. Any adjacent sidewalks, walkways, and roadway areas shall be swept clean at the end of each workday and excess sediment disposed of in accordance with Section 1.d. above.

2. LOCATION OF WORK

The work to be performed is located in Town owned retention and detention ponds which receive stormwater from roadways, sidewalks, and other town property. Work is generally within a town owned Right-of-Way or drainage easement throughout the Town of Wilmington, specific locations to be determined.

3. TIMEFRAME

The bidder shall perform this work between July 1st - December 15th (summer/fall) and March 20th – June 30th (spring). This timeline may be altered with town consent due to cooperating weather patterns. There is no guarantee to the number of ponds or number or hours of work available in a particular year.

Work shall be performed Monday through Friday from 8am until 4pm. No work shall occur on the weekends, on holidays, or on any days when Town personnel are not available to inspect the work unless permission is granted by the Town.

The town representative will determine if a particular pond is complete, needs additional work, or otherwise will determine when to move on to the next area or stop work altogether due to unproductiveness.

4. CLEANUP

Immediately after the pond cleaning has been completed, any disturbed areas around the pond shall be raked if needed and restored in accordance section 1.e above. All debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean if they are soiled as a result of the cleaning operations. Care shall also be taken not to damage other trees, shrubs, or lawns during tree installation operations. Any disturbed areas outside of the project limits as determined by the Town shall be repaired by the bidder at the bidder's expense.

5. NOTIFICATION BY THE TOWN

The Town will provide the bidder with a list or map containing the addresses and locations of the ponds prioritized for cleaning.

6. CONTRACT PERIOD

The contract shall be from July 1, 2021 to June 30, 2022.

7. BILLING & PAYMENT

The Town plans to pay all undisputed invoices within 30 days of approval. Bills for services rendered shall itemize each new pond location, date, and hours worked.

8. ACCESS TO PONDS

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work prior to starting, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract. Although no major tree cutting is anticipated, minor clearing or cutting of the material mentioned in the scope may be required in order to access the pond. The bidder will not be allowed any extra compensation by reason of any such matters of things concerning which the bidder did not inform himself prior to bidding.

9. MEETING BEFORE WORK BEGINS (PRECONSTRUCTION MEETING)

It is mandatory that the bidder meets with the Town prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and discuss the manner in which work will be proceeding, among other items. The preconstruction meeting must occur at least two (2) weeks before commencement of work to allow for ample time for the Town to notify area residents accordingly.

10. ALTERATIONS, OMISSIONS AND EXTRA WORK

The Town of Wilmington reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

11. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Any damage of public or private property caused by the bidder's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Town. The bidder shall inform the Town of any damage caused by the bidder's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Town, the Town reserves the right to repair or replace that which was damaged or assess the bidder such cost as may be reasonable and related to damaged caused by the bidder, and deduct these costs from any payment due the bidder.

12. PERIODIC INSPECTION

The bidder shall notify the Town of Wilmington at the beginning and end of any workday crews plan to work. This notification shall consist of the **starting location and work completed for that day**. The Town will periodically inspect the work and will always be available should any problems arise. The Town can be contacted at (978) 658-4481.

13. BIDDER'S REPRESENTATIVE

Competent supervisory personnel shall be present on the job at all times. The supervisory personnel shall have full authority to act for the bidder, and receive and

execute orders from the Town. The bidder shall properly schedule and train all of its personnel. The Town reserves the right to have the bidder assign a new contact, supervisor, and/or staff, for the Town's account if the current representative(s) are deemed unacceptable.

14. SAFETY

The bidder shall insure that all its employees or agents shall abide by all safety rules or regulations set by the Town as well as by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

15. TRESPASS ON LAND

The bidder shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The bidder shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the bidder is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Town.

16. SUBLETTING CONTRACT

It is mutually understood and agreed that the bidder shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation.

17. HAZARDOUS MATERIALS

Any existing hazardous materials found during the pond cleaning will be disposed of by the town and the contractor will not be held liable for disposal.

18. EQUIPMENT CONDITION

All equipment will be kept in good, safe operating condition. All equipment will be kept in such a condition so that the gas/oil is not leaking.

19. FUEL/OILING.

Spilling gasoline and oil kills the grass. If any spill should occur the bidder shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The bidder shall be responsible for all costs associated with such a clean-up and restoration and/or reimbursement for any damages that may occur.

BASIS OF PAYMENT

Payment for this work will be at the contract unit price **per hour** per the categories listed in the scope and by prices indicated on the bidder's bid sheet.

PERFORMANCE

It is the intent of the Town Manager not to award a contract for this work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient equipment and capability to enable him to prosecute the work successfully and to complete it within the time named in the contract. The Town Manager reserves the right to reject this or any other proposal or to award the contract as is deemed to be in the best interest of the Town.



**Town of Wilmington
Department of Public Works
BID FORM**

Item No. 8: Stormwater Pond Maintenance Services

Bid Due Date: May 12, 2021 @ 10:00 AM

Price includes all associated costs to meet specifications. Hour estimates are approximate and for bidding purposes only.

| | HOURS | | UNIT BID PRICE | | TOTALS |
|--------------------------|-------|---|----------------|---|--------|
| Vegetation Control | 40 | X | \$ | = | |
| Sediment Control | 24 | X | \$ | = | |
| Trash and Debris Control | 24 | X | \$ | = | |
| Transport | 16 | X | \$ | = | |
| Finish Landscaping | 8 | X | \$ | = | |

TOTAL BID PRICE (sum of all totals): \$ _____

TOTAL BID PRICE IN WORDS*: _____

**Where a discrepancy exists between bid price and words, words shall govern.*

Company Name _____

Address _____

Authorized Signature _____

Telephone # _____ **Date:** _____

Please see the following pages that must be completed and submitted with the bid



**Town of Wilmington
Department of Public Works
REFERENCE FORM**

The Contractor must submit with his bid proposal a list of three (3) municipal or private commercial jobs, which he has successfully completed, giving the name and the address of these projects so they can be investigated prior to the award of the contract.

| MUNICIPALITY | NAME OF JOB /ADDRESS | CONTACT & PHONE NO. |
|--------------|----------------------|---------------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |

Certification as to Payment Of State Taxes

Pursuant to M.G.L. CH 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Labor & Harmony

The undersigned Bidder hereby certifies that (1) it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Certification of Non-Collusion

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

Respectfully submitted:

Date: _____

Name of Business: _____

Business Address: _____

Print Name of Person Signing Bid: _____

Signature & Title: _____

**TOWN OF WILMINGTON
CORPORATE BIDDER**

I, _____ certify that I am the _____
Name Title

of the Corporation named as Bidder in the attached Bid Form; that

_____ who signed said forms on behalf of the bidder
Name
was then _____ of said Corporation; that I know
Title

his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and in behalf of said Corporation by authority of its governing body.

Name and Title of Individual

Signature

Date

Affix Corporate Seal:

This Certificate must be completed where the Bidder is a Corporation and should be so completed by its Clerk. In the event the Clerk is the person signing the Bid on behalf of the Corporation, this certificate must be completed by another Officer of the Corporation.

**TOWN OF WILMINGTON
CERTIFICATE OF VOTE**

I, _____, Clerk of _____
Name Corporation

hereby certify that, at a meeting of the Board of Directors of said Corporation duly

held on _____ at which a quorum was present and voting
Date

throughout, the following vote was duly passed and is now in full force and effect:

Voted that _____
Name of Officer authorized to sign for Corporation

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign and seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation; the execution of any such contract, bond or obligations by such

_____ to be valid and
Name of Officer authorized to sign for Corporation

binding upon this Corporation for all purposes, and that a Certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the Town of Wilmington and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested to by the Clerk of this Corporation is delivered to the Town of Wilmington.

I further certify that _____
Name of Officer authorized to sign for Corporation

is duly elected _____ of said Corporation.
Title Corporation.

Signature of Clerk or Secretary Date

_____ Affix Corporate Seal:
Place of Business

**TOWN OF WILMINGTON
CONFLICT OF INTEREST**

I hereby certify that the Bidder named below understands that the Massachusetts Conflict of Interest Law, M.G.L. c268A, applies to the Bidder with respect to the services outlined in this IFB. I also certify that the Bidder understands that the Bidder, its officers, employees, agents, subcontractors, and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Bidder named below hereby certifies:

1. The Bidder was not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a contract for this project.
2. No consultant to, or subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award of a the consultant or subcontractor of a contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.

Name and Title of Individual Submitting Bid

Signature

Date

SAMPLE TOWN OF WILMINGTON CONTRACT

AGREEMENT

THIS AGREEMENT made this _____ day of _____
in the year Two Thousand and _____, between _____, with a
usual place of business at _____, hereinafter
called the CONTRACTOR, and the Town of _____, acting by its _____, with a
usual place of business at _____ Street, _____, MA _____, hereinafter called the
OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the _____
Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of _____.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before _____.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract

Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be _____ per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently

to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There ___ is ___ is not a project architect-engineer for this project who is _____ . Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.

- (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form

Performance Bond
Labor & Materials Payment Bond
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
General Conditions
Supplementary General Conditions
General Requirements
Specifications and Addenda
Contract Drawings
Schedule of Prevailing Wages
(Strike out any inapplicable item)

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 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.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner

harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF _____, MASSACHUSETTS
(Owner)

By its _____

CONTRACTOR: _____

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)



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: Town of Wilmington
Contract Number: **City/Town:** WILMINGTON
Description of Work: The work under this contract consists of furnishing all necessary labor, equipment, and services to complete miscellaneous stormwater pond clearing and cleaning
Job Location: Various Locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| Rental of Equipment - East | | | | | | |
| (2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2020 | \$35.15 | \$12.91 | \$0.00 | \$0.00 | \$48.06 |
| | 06/01/2021 | \$35.95 | \$12.91 | \$0.00 | \$0.00 | \$48.86 |
| | 08/01/2021 | \$35.95 | \$13.41 | \$0.00 | \$0.00 | \$49.36 |
| | 12/01/2021 | \$35.95 | \$13.41 | \$0.00 | \$0.00 | \$49.36 |
| (3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2020 | \$35.22 | \$12.91 | \$0.00 | \$0.00 | \$48.13 |
| | 06/01/2021 | \$36.02 | \$12.91 | \$0.00 | \$0.00 | \$48.93 |
| | 08/01/2021 | \$36.02 | \$13.41 | \$0.00 | \$0.00 | \$49.43 |
| | 12/01/2021 | \$36.02 | \$13.41 | \$0.00 | \$0.00 | \$49.43 |
| (4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2020 | \$35.34 | \$12.91 | \$0.00 | \$0.00 | \$48.25 |
| | 06/01/2021 | \$36.14 | \$12.91 | \$0.00 | \$0.00 | \$49.05 |
| | 08/01/2021 | \$36.14 | \$13.41 | \$0.00 | \$0.00 | \$49.55 |
| | 12/01/2021 | \$36.14 | \$13.41 | \$0.00 | \$0.00 | \$49.55 |
| ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2020 | \$103.05 | \$9.40 | \$0.00 | \$0.00 | \$112.45 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.98 | \$13.50 | \$0.00 | \$0.00 | \$63.48 |
| | 06/01/2021 | \$51.08 | \$13.50 | \$0.00 | \$0.00 | \$64.58 |
| | 12/01/2021 | \$52.23 | \$13.50 | \$0.00 | \$0.00 | \$65.73 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.98 | \$13.50 | \$0.00 | \$0.00 | \$63.48 |
| | 06/01/2021 | \$51.08 | \$13.50 | \$0.00 | \$0.00 | \$64.58 |
| | 12/01/2021 | \$52.23 | \$13.50 | \$0.00 | \$0.00 | \$65.73 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.45 | \$13.50 | \$0.00 | \$0.00 | \$62.95 |
| | 06/01/2021 | \$50.54 | \$13.50 | \$0.00 | \$0.00 | \$64.04 |
| | 12/01/2021 | \$51.68 | \$13.50 | \$0.00 | \$0.00 | \$65.18 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$50.98 | \$13.50 | \$0.00 | \$0.00 | \$64.48 |
| | 06/01/2021 | \$52.08 | \$13.50 | \$0.00 | \$0.00 | \$65.58 |
| | 12/01/2021 | \$53.23 | \$13.50 | \$0.00 | \$0.00 | \$66.73 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$33.00 | \$13.50 | \$0.00 | \$0.00 | \$46.50 |
| | 06/01/2021 | \$33.75 | \$13.50 | \$0.00 | \$0.00 | \$47.25 |
| | 12/01/2021 | \$34.54 | \$13.50 | \$0.00 | \$0.00 | \$48.04 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2020 | \$68.70 | \$9.40 | \$0.00 | \$0.00 | \$78.10 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2020 | \$49.07 | \$9.40 | \$0.00 | \$0.00 | \$58.47 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2020 | \$73.60 | \$9.40 | \$0.00 | \$0.00 | \$83.00 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |
| DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i> | 08/01/2020 | \$103.05 | \$9.40 | \$0.00 | \$0.00 | \$112.45 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|---|----------------|-----------|---------|---------|---------------------------|------------|
| FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.98 | \$13.50 | \$0.00 | \$0.00 | \$63.48 |
| | 06/01/2021 | \$51.08 | \$13.50 | \$0.00 | \$0.00 | \$64.58 |
| | 12/01/2021 | \$52.23 | \$13.50 | \$0.00 | \$0.00 | \$65.73 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$33.00 | \$13.50 | \$0.00 | \$0.00 | \$46.50 |
| | 06/01/2021 | \$33.75 | \$13.50 | \$0.00 | \$0.00 | \$47.25 |
| | 12/01/2021 | \$34.54 | \$13.50 | \$0.00 | \$0.00 | \$48.04 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.98 | \$13.50 | \$0.00 | \$0.00 | \$63.48 |
| | 06/01/2021 | \$51.08 | \$13.50 | \$0.00 | \$0.00 | \$64.58 |
| | 12/01/2021 | \$52.23 | \$13.50 | \$0.00 | \$0.00 | \$65.73 |

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2020

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 55 | \$27.49 | \$13.50 | \$0.00 | \$0.00 | \$40.99 |
| 2 | 60 | \$29.99 | \$13.50 | \$0.00 | \$0.00 | \$43.49 |
| 3 | 65 | \$32.49 | \$13.50 | \$0.00 | \$0.00 | \$45.99 |
| 4 | 70 | \$34.99 | \$13.50 | \$0.00 | \$0.00 | \$48.49 |
| 5 | 75 | \$37.49 | \$13.50 | \$0.00 | \$0.00 | \$50.99 |
| 6 | 80 | \$39.98 | \$13.50 | \$0.00 | \$0.00 | \$53.48 |
| 7 | 85 | \$42.48 | \$13.50 | \$0.00 | \$0.00 | \$55.98 |
| 8 | 90 | \$44.98 | \$13.50 | \$0.00 | \$0.00 | \$58.48 |

Effective Date - 06/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|---------|---------|---------------------------|------------|
| 1 | 55 | \$28.09 | \$13.50 | \$0.00 | \$0.00 | \$41.59 |
| 2 | 60 | \$30.65 | \$13.50 | \$0.00 | \$0.00 | \$44.15 |
| 3 | 65 | \$33.20 | \$13.50 | \$0.00 | \$0.00 | \$46.70 |
| 4 | 70 | \$35.76 | \$13.50 | \$0.00 | \$0.00 | \$49.26 |
| 5 | 75 | \$38.31 | \$13.50 | \$0.00 | \$0.00 | \$51.81 |
| 6 | 80 | \$40.86 | \$13.50 | \$0.00 | \$0.00 | \$54.36 |
| 7 | 85 | \$43.42 | \$13.50 | \$0.00 | \$0.00 | \$56.92 |
| 8 | 90 | \$45.97 | \$13.50 | \$0.00 | \$0.00 | \$59.47 |

Notes:

Apprentice to Journeyworker Ratio:1:6

| | | | | | | |
|-------------------------------------|------------|---------|--------|--------|--------|---------|
| LABORER <i>LABORERS - ZONE 2</i> | 12/01/2020 | \$34.66 | \$8.60 | \$0.00 | \$0.00 | \$43.26 |
| | 06/01/2021 | \$35.58 | \$8.60 | \$0.00 | \$0.00 | \$44.18 |
| | 12/01/2021 | \$36.49 | \$8.60 | \$0.00 | \$0.00 | \$45.09 |
| | 06/01/2022 | \$37.39 | \$8.60 | \$0.00 | \$0.00 | \$45.99 |
| | 12/01/2022 | \$38.24 | \$8.60 | \$0.00 | \$0.00 | \$46.84 |
| | 06/01/2023 | \$39.14 | \$8.60 | \$0.00 | \$0.00 | \$47.74 |
| | 12/01/2023 | \$40.04 | \$8.60 | \$0.00 | \$0.00 | \$48.64 |

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2020

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$20.80 | \$8.60 | \$0.00 | \$0.00 | \$29.40 |
| 2 | 70 | \$24.26 | \$8.60 | \$0.00 | \$0.00 | \$32.86 |
| 3 | 80 | \$27.73 | \$8.60 | \$0.00 | \$0.00 | \$36.33 |
| 4 | 90 | \$31.19 | \$8.60 | \$0.00 | \$0.00 | \$39.79 |

Effective Date - 06/01/2021

| Step | percent | Apprentice Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|------|---------|----------------------|--------|---------|---------------------------|------------|
| 1 | 60 | \$21.35 | \$8.60 | \$0.00 | \$0.00 | \$29.95 |
| 2 | 70 | \$24.91 | \$8.60 | \$0.00 | \$0.00 | \$33.51 |
| 3 | 80 | \$28.46 | \$8.60 | \$0.00 | \$0.00 | \$37.06 |
| 4 | 90 | \$32.02 | \$8.60 | \$0.00 | \$0.00 | \$40.62 |

Notes:

Apprentice to Journeyworker Ratio:1:5

| | | | | | | |
|---|------------|---------|---------|--------|--------|---------|
| OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$23.20 | \$13.50 | \$0.00 | \$0.00 | \$36.70 |
| | 06/01/2021 | \$23.75 | \$13.50 | \$0.00 | \$0.00 | \$37.25 |
| | 12/01/2021 | \$24.33 | \$13.50 | \$0.00 | \$0.00 | \$37.83 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|---|------------|---------|---------|--------|--------|---------|
| OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$27.97 | \$13.50 | \$0.00 | \$0.00 | \$41.47 |
| | 06/01/2021 | \$28.61 | \$13.50 | \$0.00 | \$0.00 | \$42.11 |
| | 12/01/2021 | \$29.29 | \$13.50 | \$0.00 | \$0.00 | \$42.79 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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|--|------------|---------|---------|--------|--------|---------|
| OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.45 | \$13.50 | \$0.00 | \$0.00 | \$62.95 |
| | 06/01/2021 | \$50.54 | \$13.50 | \$0.00 | \$0.00 | \$64.04 |
| | 12/01/2021 | \$51.68 | \$13.50 | \$0.00 | \$0.00 | \$65.18 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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|---|------------|---------|---------|--------|--------|---------|
| PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2020 | \$34.98 | \$12.91 | \$0.00 | \$0.00 | \$47.89 |
| | 06/01/2021 | \$35.78 | \$12.91 | \$0.00 | \$0.00 | \$48.69 |
| | 08/01/2021 | \$35.78 | \$13.41 | \$0.00 | \$0.00 | \$49.19 |
| | 12/01/2021 | \$35.78 | \$13.41 | \$0.00 | \$0.00 | \$49.19 |

| | | | | | | |
|---|------------|---------|---------|--------|--------|---------|
| POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.98 | \$13.50 | \$0.00 | \$0.00 | \$63.48 |
| | 06/01/2021 | \$51.08 | \$13.50 | \$0.00 | \$0.00 | \$64.58 |
| | 12/01/2021 | \$52.23 | \$13.50 | \$0.00 | \$0.00 | \$65.73 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|---|------------|---------|---------|--------|--------|---------|
| PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.98 | \$13.50 | \$0.00 | \$0.00 | \$63.48 |
| | 06/01/2021 | \$51.08 | \$13.50 | \$0.00 | \$0.00 | \$64.58 |
| | 12/01/2021 | \$52.23 | \$13.50 | \$0.00 | \$0.00 | \$65.73 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | |
|--|------------|---------|---------|--------|--------|---------|
| PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$33.00 | \$13.50 | \$0.00 | \$0.00 | \$46.50 |
| | 06/01/2021 | \$33.75 | \$13.50 | \$0.00 | \$0.00 | \$47.25 |
| | 12/01/2021 | \$34.54 | \$13.50 | \$0.00 | \$0.00 | \$48.04 |

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|--|----------------|-----------|---------|---------|---------------------------|------------|
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.45 | \$13.50 | \$0.00 | \$0.00 | \$62.95 |
| | 06/01/2021 | \$50.54 | \$13.50 | \$0.00 | \$0.00 | \$64.04 |
| | 12/01/2021 | \$51.68 | \$13.50 | \$0.00 | \$0.00 | \$65.18 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2020 | \$35.44 | \$12.91 | \$0.00 | \$0.00 | \$48.35 |
| | 06/01/2021 | \$36.24 | \$12.91 | \$0.00 | \$0.00 | \$49.15 |
| | 08/01/2021 | \$36.24 | \$13.41 | \$0.00 | \$0.00 | \$49.65 |
| | 12/01/2021 | \$36.24 | \$13.41 | \$0.00 | \$0.00 | \$49.65 |
| SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2020 | \$35.73 | \$12.91 | \$0.00 | \$0.00 | \$48.64 |
| | 06/01/2021 | \$36.53 | \$12.91 | \$0.00 | \$0.00 | \$49.44 |
| | 08/01/2021 | \$36.53 | \$13.41 | \$0.00 | \$0.00 | \$49.94 |
| | 12/01/2021 | \$36.53 | \$13.41 | \$0.00 | \$0.00 | \$49.94 |
| TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i> | 12/01/2020 | \$49.45 | \$13.50 | \$0.00 | \$0.00 | \$62.95 |
| | 06/01/2021 | \$50.54 | \$13.50 | \$0.00 | \$0.00 | \$64.04 |
| | 12/01/2021 | \$51.68 | \$13.50 | \$0.00 | \$0.00 | \$65.18 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | |
| TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2020 | \$36.02 | \$12.91 | \$0.00 | \$0.00 | \$48.93 |
| | 06/01/2021 | \$36.82 | \$12.91 | \$0.00 | \$0.00 | \$49.73 |
| | 08/01/2021 | \$36.82 | \$13.41 | \$0.00 | \$0.00 | \$50.23 |
| | 12/01/2021 | \$36.82 | \$13.41 | \$0.00 | \$0.00 | \$50.23 |
| VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i> | 12/01/2020 | \$35.44 | \$12.91 | \$0.00 | \$0.00 | \$48.35 |
| | 06/01/2021 | \$36.24 | \$12.91 | \$0.00 | \$0.00 | \$49.15 |
| | 08/01/2021 | \$36.24 | \$13.41 | \$0.00 | \$0.00 | \$49.65 |
| | 12/01/2021 | \$36.24 | \$13.41 | \$0.00 | \$0.00 | \$49.65 |

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.