

INVITATION FOR BID
CONTRACT AND SPECIFICATIONS

FOR

TOWN LANDING BOAT RAMP AND FLOATING PIER
AT WEST FALMOUTH TOWN LANDING, 55 OLD DOCK ROAD IN WEST FALMOUTH

WEST FALMOUTH TOWN LANDING

INVITATION FOR BID

OFFICE OF HARBORMASTER DEPARTMENT
WATERWAYS COMMITTEE

FALMOUTH, MASSACHUSETTS

CONTRACT AND SPECIFICATIONS

FOR

TOWN LANDING BOAT RAMP REPAIR AND PROPOSED FLOATING PIER
AT TOWN LANDING IN WEST FALMOUTH INNER

TOWN OF FALMOUTH MANAGER

Peter Johnson-Staub, Interim

HARBORMASTER

Gregg Fraser

FALMOUTH WATERWAYS COMMITTEE

Jeff Thomas, Chairman

Cape & ISLAND ENGINEERING, INC.

800 Falmouth Road, unit 301C
Falmouth, MA 02640

PHILBROOK ENGINEERING

107 Beach Street
Dennis, MA 02638

Office of Harbormaster
Department/Waterways Committee
180 Scranton Avenue
Falmouth, MA 02540

Phone: (508) 457-2550, Fax: (508) 457-2525

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LIST OF CONSTRUCTION DRAWING (under separate cover)

West Falmouth Town Landing Boat Ramp Reconstructions and Proposed Floating Pier at 55 Old Dock Road, West Falmouth, MA

<u>TITLE</u>	<u>SHEET</u>
Site Plan – Proposed Boat Ramp Repairs	1 of 3
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SECTION 001000

NOTICE TO BIDDERS

The Town of Falmouth Manager acting on behalf of the Falmouth Waterways Committee will accept sealed bids for the **West Falmouth Town Landing Boat Ramp Repair and Proposed Floating Pier.**

Bids will be received in the Office of the Town Manager, 59 Town Hall Square, Falmouth, MA 02540 on or before the following time and date: **10:00 AM on February 10, 2023**, at which time and place the Bids will be publicly opened and read.

The work consists of the West Falmouth Town Landing boat ramp repair and proposed floating pier as shown on the plan prepared by Holmes and McGrath, Inc. and Philbrook Engineering dated July 2, 2019, and consisting of 3 sheets. The Bidder agrees to begin construction of this work by **September 18, 2023**.

Bidding Documents will be available after **10:00 AM on January 6, 2023, and** may be examined and/or obtained at the Office of the Harbormaster Department/Waterways Committee, 180 Scranton Avenue, Falmouth, MA 02540. A voluntary pre-bid meeting is tentatively scheduled for **January 27, 2023, at 10:00 AM** in the Select Board meeting room.

A deposit of a non-refundable \$25.00 in cash, money order, bank treasurer's check or certified check payable to the Town of Falmouth will be required for 1 set of the Contract Documents.

Bidders requesting Contract Documents by mail shall include an additional nonrefundable treasurer's or cashier's check, payable to the Town of Falmouth, MA in the amount of \$15.00 per set to cover costs of handling and mailing.

General Bids must be accompanied by a **bid deposit**. The amount of the **bid deposit** shall be an amount of **5 percent (5%)** of the Bidder's maximum total bid price, payable to the Town of Falmouth, MA. The **bid security** will be retained until the successful bidder has executed the contract with the Town, whereupon it will be returned. If the bidder fails to execute the contract within 30 calendar days of the Notice of Award, the Town may annul the award and the **bid security** will be forfeited.

Bidders may not withdraw their Bids for a period of 120 calendar days, after the actual date of the opening of the Bids.

The **successful Bidder** must furnish a **100 percent (100%) Construction Performance Bond and a 100 percent (100%) Construction Payment Bond** with a surety company licensed to do business in the Commonwealth of Massachusetts.

Wage rates for this Project are subject to the **minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27D inclusive.**

The **bidding and award** of this Contract will be under the **provisions of M.G.L. Chapter 30, Section 39M.**

Bidders shall indicate their intent to comply with the Town of Falmouth's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program.

The Town reserves the right to waive any informality in or reject all Bids, or to accept the Bid deemed to be in the best interest of the Town of Falmouth.

Bids are welcome from minority owned and female owned businesses.

Office of Harbormaster
Gregg Fraser, Harbormaster

Advertise:

Central Register	December 14, 2022
Falmouth Enterprise	December 16, 2022

SECTION 002100

INFORMATION TO BIDDERS / GENERAL CONDITIONS

1. Attention of all bidders is directed to Massachusetts General Laws and to all other applicable sections of the General Laws as most recently amended which govern the award of this Contract.
2. The bidder shall submit his proposal upon forms furnished by the office of the Harbormaster Department/Waterways Committee. The bidder shall specify the price in figures and in words, if space for words is provided. All words and figures shall be typewritten or in ink. In case of discrepancy, the amount shown in words will govern.
3. All proposals shall be signed correctly in ink by the individual or in case of a firm, partnership or corporation, it shall be signed by a person having a legal authority from said firm, partnership or corporation.
4. All proposals shall be submitted to the Town Manager, 59 Town Hall Square, Falmouth, Massachusetts 02540, on or before the date stated in the Notice to Bidders. Each proposal shall be in a sealed envelope, clearly marked to indicate the contents, together with the name and address of the bidder and the time and date of bid opening.
5. Proposals will be publicly opened and read at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.
6. Bid forms shall be filled in. Bids which are incomplete, conditional, or obscure, or which contain additions not called for will be rejected. Use the pages of this Document when submitting Bid and submit Agreement Document intact. All bids along with the qualifying statements, shall be considered firm prices for the period of the Proposal as submitted by the bidder. Any Bid received after the time and date of opening stated in the "Notice" shall not be opened. Unopened Bids will be returned to the respective Bidders. No award will be made to any bidder who cannot satisfy the Office of the Harbormaster/Waterways Committee that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive and binding.
7. The Office of the Harbormaster/Waterways Committee may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Office of the Harbormaster/Waterways Committee all such information and data for this purpose that the Office of the Harbormaster/Waterways Committee may request. The Office of the Harbormaster/Waterways Committee reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Office of the Harbormaster/Waterways Committee, that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein within the time set forth in the Bid Proposal.

All applicable Federal, State and Local Laws, ordinance and rules, regulations (including but not limited to any laws, ordinances or regulations relating to the Town of Falmouth, or the Massachusetts Department of Environmental Protection) of any authorities shall be binding upon

the bidder throughout the pendency of this Contract. The bidder shall be responsible for compliance with any such law, ordinance rule, or regulation, and shall hold the Town harmless and indemnify same in the event of noncompliance the pendency of this Contract.

8. Certificate of Insurance acceptable to the Town shall be filed with the Town prior to execution of any contractual Agreement. These Certificates shall contain a provision that coverage afforded under the policies will not be reduced or canceled unless at least fifteen (15) days prior written notice has been given to the Town.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract time, liability insurance as hereinafter specified:

Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under this Agreement, whether such operations be by the Contractor, or a Sub-contractor employed by the Contractor. Insurance shall be written with a limit of liability of at least \$1,000,000 bodily injury and property damage, combined single limit, with \$3,000,000 annual aggregate limit. Automobile liability should be at least \$1,000,000 bodily injury and property damage per accident. Workers Compensation coverage should be as required by law. The contractor should provide full insurable value for structure under construction including all risk coverage for physical loss or damage including theft. The contractor should also provide full insurable value for materials in transit, stored on- site or at an off-site location. For this project we should require umbrella coverage of \$2,000,000 per occurrence and \$2,000,000 aggregate. The Town of Falmouth should be named as an additional insured on all policies. The policies should not contain any waiver of subrogation language.

9. The Contractor shall procure and maintain, at the Contractor's own expense, during the duration of the Agreement, in accordance with the provisions of the Laws of the Commonwealth of Massachusetts, G.L. Chapter 149, Section 34A, Workman's Compensation Insurance, including occupational disease provisions, for all the Contractor's employees, and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protection offered by the Contractor. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workman's Compensation Law, the Contractor shall provide and shall use each subcontractor to provide adequate and suitable insurance for the protection of its employee not otherwise protected.

Signature of the Bidder is required on the Proposal Form regarding the Non-Collusive resolution which states: "The Bidder certifies under the provisions of Chapter 701 of the Acts of 1983 and under the penalties of perjury that this bid is in all respects bonafide, fair and made without collusion or fraud with any other person". As used in this Section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

A Performance and Payment Bond in the amount of One Hundred (100%) percent of the annual contract price will be required for the faithful performance of the Contract. The Contractor shall obtain and submit the bond within ten (10) days after notification of the bid award. The

successful bidder's Bid Bond shall not be released until such time the Performance and Labor and Materials Bonds have been posted. Within seven (7) working days of receipt of acceptable Payment Bond and Agreement signed by the party to whom the Agreement was awarded, the Town shall sign the Agreement and return to such party an executed duplicate of the Agreement.

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addendum). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation with respect to his bid. Each bidder shall acknowledge receipt of all the addendum issued to the invitation for bids by so indicating on the Bid Sheet. Failure to do so shall be cause to reject the bid as being non-responsive.

10. Each bidder must sign and submit the "Non-Collusive Resolution" "EEO/AA Certification," and a "State Tax Certification Clause" with the bid sheet.

As per regulations, the Contractor shall give priority to utilizing resources in the area (Town of Falmouth) including Subcontractors, and employee workers.

11. The Contractor shall comply with all requirements set out in the following:

- Notice to Bidders
- Information for Bidders/General Conditions
- Special Conditions
- Proposal
- Non-Collusive Resolution
- EEO/AA Certificate
- State Taxes Certificate Clause
- Falmouth Affirmative Action Plan
- Contractor's Certification
- Subcontractor's Certification
- Statement of Compliance
- Minimum Wage Rates
- Agreement
- Statement of Acceptance
- Specifications
- Order of Conditions

The Contractor shall comply with all Rules and Regulations of the Massachusetts Dept. of Environmental Protection (MassDEP) as apply to the maintenance and management of the site.

12. The Contractor must provide all necessary equipment to perform the required work in the time allowed as per the terms of this Bid. The Contractor shall furnish and pay the cost of all the necessary materials and furnish and pay for all Superintendents, labor, tools equipment and transportation and perform all work required for and the restoration of the property in strict accordance with this Contract, and any amendments thereto and such supplemental plans and Specifications which may hereafter be approved.

13. The actual performance of work and superintendence shall be performed by the Contractor, but the Town shall, always, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor. Town's approval to allow Contractor to assign, subcontract or sublet any portion or all this work shall not diminish or reduce Contractor's responsibility to perform under this Contract. Contractor shall have full responsibility for all subcontractors or assignments under this Contract. In the event the Town is dissatisfied with the progress or performance of the Work in accordance with the Standard of Work or time of completion set forth in the Agreement, the Town shall give the Contractor or his representative written notice in which the Town shall state the cause of dissatisfaction; provided however, no written notice or opportunity for remedy shall be provided, if Town finds the site unattended at any time or is violating any major operating conditions established by Occupational Safety and Health Administration (OSHA). Should the Contractor fail to remedy the matters complained of within one (1) day after the written notice is received by the Contractor or his representatives, the Contractor shall be deemed in default of this Agreement and shall be paid only for such work as has been completed prior to default. Again, the Contractor shall not be provided a one (1) day remedy period if site is found unattended at any time and the Town shall be entitled to automatically terminate the Contract without notice if aforesaid circumstances occur.
14. In any case, where there is a matter of opinion concerning any portion of the Specifications, work methods, work to be accomplished or any other matter concerning this Contract, the final decision shall be that of the Town.
15. The Contractor shall indemnify and save harmless the Town and the Town's agents and employees from and against all losses and all claims, demands, payments suits, actions recoveries, and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, its agent, or employees, in the execution of the work or in guarding the same. All lawsuits arising out of the contract activity shall be resolved in courts located in Barnstable County, MA.
16. The Contractor shall not allow any other business interest or operation to interfere with or diminish his ability to perform services required under this Contract with maximum efficiency.
17. All quantities are approximate and do not expressly or by implication agree that the actual quantities will correspond therewith, but the Office of the Harbormaster/ Waterways Committee reserves the right to increase or decrease the quantity. An increase or decrease in the quantity for any item shall not be regarded as cause for an increase or decrease in the prices. Once the bidder has submitted his bid, and said bid is properly received by the Town for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it for a period of fifteen (15) consecutive calendar days after the actual date of the opening bids.
18. The Town of Falmouth has in place an Affirmative Action Policy and a Minority Business Enterprise Program. Attention is called to the Certification that the bidder shall comply with the minority manpower ratio. This Certification, of the Bid must be signed and submitted with the Bid.

19. Where applicable, all bid prices shall include the cost of mobilization of equipment within the boundaries of the Town of Falmouth and no extra payment will be made for such mobilization or movement of equipment from job-to-job site.

The Town may waive any formalities or minor defects or reject all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.

20. Payroll Records, Labor, Maximum Hours of Employment. Every employee in public work shall lodge, board and trade where and with whom he elects; and no persons or his agents or employees under Contract with the Commonwealth, a county, city or town or with a department, board, commission or officer acting therefore, for the doing of public work, shall directly or indirectly require as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person (Chapter 49, Section 25 of the MA General Laws).

No laborer, workman, mechanic, foreman or inspector working within this Commonwealth, in the employment of the Contractor, Subcontractor or other persons doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be required or permitted to work no more than eight (8) hours in any one day or no more than 48 hours in any one week, or no more than six (6) days in any one week, except in cases of emergency, or in case any town subject to Section 149 of the General Laws is a party to such a Contract, more than eight (8) hours in any one day, except as aforesaid. The Department or the Contract or any Subcontractor may employ laborers, workmen, mechanics, foreman and inspectors for more than eight (8) hours in any one day in the work to be done or under Contract when in the opinion of the Commissioner of Labor and Industries, public necessity so requires (Chapter 149, Section 34 of the General Laws, as amended).

Attention of Bidders is called to Section 148 of Chapter 149 of the General Laws and Amendments thereof requiring the weekly payment of employees.

Upon request of the Engineer of the Massachusetts Department of Labor and Industries, the Contractor shall furnish certified copies of any or all payrolls for the Contract, showing the name, address, and occupational classification of each employee on said works, and the hours worked by, and the wages paid each such employee. Such payroll shall also include the rates paid for rented trucks or rental equipment of any kind used on the work. This requirement shall also apply to the work of any Subcontractor having a Subcontract for any of the work performed on the project. Such records shall be kept in such manner as the Commissioner of Labor and Industries shall prescribe and shall be open to inspection by the Engineer or any authorized representative of the Department of Labor and Industries at any reasonable time and as often as may be necessary. In the case the work covered by this Contract is financed from Federal Funds the above provisions relative to the hours of employment shall be subject to such revisions and amendment as are required by the Rules and Regulations controlling the expenditures of such Federal Funds.

21. Buy American. The Contractor agrees that preference will be given to domestic material by the Contractor, sub-contractors, material men, and suppliers for this Contract.

22. Compliance with Laws. The Contractor shall keep himself fully informed of all existing and future Federal, State, and Local Laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report to the Manager in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants and employees to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements and he shall protect, indemnify and save harmless the Owners, its officers, agents, servants and employees from and against any and all claims, demands, suits, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fee, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirements, whether committed by the Contractor or any of his agents, servants, or employees.
23. Provisions Required by Law Deemed Inserted. Each provision of Law and clause required by Law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
24. Massachusetts Sales and Use Tax. Materials and equipment purchased for permanent installation in this project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number is E-046-001-148. Each Bidder shall take this exemption into account in calculating his Bid for the Work.
25. Any temporary utility of the Contractor's convenience, other than as stated in the Contract, shall be the Contractor's responsibility and at his own expense.
26. Method of Payment to Contractor: The Town, so long as the Contractor continues to carry on the work, shall make monthly payments therefore as follows: Each month prior to the completion of the work done to date of the estimate and thereupon the Town shall deduct such estimate five percent (5%) thereof, and shall pay the balance of such estimate to the Contractor. Thirty (30) days after the satisfactory completion of the Work as determined by the Engineer, the Town shall pay the Contractor the final amount due and remaining to be paid under this Contract, deducting from said amount and keeping for its own, any expense incurred by the Town on account of defects, omissions or mistakes of the Contractor in his Work. Provided, however, that no final payment shall be made until all liens and claims against the Town and its officers, due to the work, are satisfied.
27. Open Excavations: All open excavations shall be adequately safe guarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property, in accordance with OSHA Trench Regulations. The length of open trench will be controlled by the surrounding conditions but shall always be confined to the limits prescribed by the Owner. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, special construction procedures shall be taken, such as limiting the length of open trench or requiring that the trench shall not remain open overnight.

28. Work during Inclement Weather: No work shall be done under these Specifications except by permission of the Engineer when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the Owner, shall suspend all work until instructed to resume operations by the Owner and the Contractor time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor. No earth fill or embankment shall be placed upon frozen material. If there is a delay in the Work due to the weather conditions, the necessary precautions must be taken to bond new Work to old.
29. A contact person must be designated by the Contractor upon award of the Contract who will be accessible on a twenty-four-hour per day basis.
30. Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one (1) week in advance of the commencement of such operations that may affect their utilities and the Contractor shall at the same time file a copy of such notice with the Engineer.

Following are the names and addresses of the utilities presume to be affected, but the completeness of the list is not guaranteed.

EVERSOURCE
484 Willow Street
Hyannis, MA 02601
Attn. Mr. Robert Forde
(508) 957-4513

Falmouth Water Department
416 Gifford Street
Falmouth, MA 02540
Attn. Mr. Peter McConarty
(508) 457-2543

National Grid
127 Whites Path
So. Yarmouth, MA 02664
Attn. Mr. Stan Algore
1-800-287-6111

Falmouth Fire Dept.
Main Street
Falmouth, MA 02540
Attn. Tim Smith, Chief
(508) 495-2500

Verizon
44 Old Town House Road
So. Yarmouth, MA 02664
Attn. Mr. Eric Samuels
(508) 398-5724

Falmouth Police Dept.
Main Street
Falmouth, MA 02540
Attn: Capt. Brian Reed
(508) 457-2527

Comcast
35 Resnick Road
Plymouth, MA 02360
Attn. Mr. Gene Lyczynski
(508) 732-0649

Falmouth DPW
416 Gifford Street
Falmouth, MA 02540
Attn: Peter McConarty
(508) 457-2543

31. Extra Work. Extra work shall be defined as follows:

Work which was not originally anticipated and/or contained in the contract; and therefore, is determined by the Engineer to be necessary for the proper completion of the project.

The Contractor shall do any work not herein otherwise provided for when and as ordered in writing by the Engineer, such written order shall be prior to the Contractor performing the work and shall set forth the Extra Work to be done, the basis of payment time adjustments, if any.

Payment for Extra Work will be made as follows:

- A. Where the Contract contains a unit price for work and the Engineer orders extra work for work of the same kind as other work contained in the Contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the Contract unit prices for the accepted quantities of extra work done.
 - B. An agreed upon lump sum payment offer to do the extra work as specified by the Engineer. The Contractor shall submit in writing a lump sum offer.
 - C. Unless an agreed lump sum and/or unit price is obtained from above, the Contractor shall accept as full payment for work or materials for which no price agreement is contained in the Contract, an amount equal to the following:
 1. the actual cost for direct labor, material and equipment plus ten percent (10%) of this total for overhead.
 2. plus actual cost of Workmen's Compensation and Liability Insurance, Health, Welfare and Pension benefits, Social Security deductions and Employment Security Benefits.
 3. plus ten percent (10) of the total of one (1) and two (2).
 4. plus the estimated proportionate cost of surety bonds. For work performed by a subcontractor, the Contractor shall accept full payment therefore an amount equal to the cost to the Contractor of such work as determined by the Engineer, plus ten percent of such cost. No allowance shall be made for general superintendence and the use of small tools and manual equipment.
32. Wage Rates. Prevailing Wage Rates (schedules of rates are included in Section XI) as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this Contract.
33. Guarantee. The Contractor guarantees that the Work and Services to be performed under the Contract, and all workmanship, materials, and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract documents, that the strength of all parts of all manufactured equipment and all materials shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This

guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one (1) year from the date fixed for such acceptance.

If at any time within the said period of guarantee any part of the Work requires repairing, correction, or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the Owner within ten (10) days from the date of receipt of such notice or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction, or replacements, including compensation for additional professional services, shall be paid by the Contractor.

34. Boycott. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.
35. Safety and Health Regulations. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations" (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.

The Successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

The Successful Bidder shall have a competent person or persons, as required under the Occupational Safety Health Act on the Site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

36. Manufacturer's Experience. Wherever it is written that an equipment manufacturer must have a specified period of experience with its product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time which will guarantee replacement of that equipment in the event of failure. Such bond shall be an Efficiency Guarantee Bond executed on a form to be approved by the Owner.
37. Access to Work. Representatives of the Commonwealth and any local agencies having a direct interest in the Work shall have access to the Work under this contract wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.
38. Laws and Regulations. Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations Govern this Contract and any provision violation of the foregoing shall be deemed null, void and of no effect. Where

conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

39. Examination of Contract Documents and Site. Before submitting a Bid, each Bidder must examine the Contract Documents thoroughly, visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work and become familiar with Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work.

Before submitting a Bid, Bidders may, at their own expense, make such additional investigations and test as they may deem necessary to determine their Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for the submission of a Bid.

The submission of a bid will constitute an incontrovertible representation that the Bidder has complied with every requirement of the Contract Documents which are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

40. Interpretations. All questions about the meaning or intent of the Contract Documents shall be received in writing by Holmes and McGrath, Inc., 362 Gifford Street, Falmouth, Massachusetts, 02540 Attn: Michael B. McGrath, at least seven (7) days before the date set herein for the opening of bids.

Written clarifications or interpretations will be issued by Addenda not later than five (5) days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via certified mail with return receipt requested, to all parties recorded as having received the Contract Documents.

Bidders are responsible for determining that they have received all addenda issued.

41. Bid Security. Each Bid must be accompanied by a bid bond, or a certified check on, or a treasurer's or a cashier's check issued by a responsible bank or trust company, payable to Owner. The Bid Security shall be in the amount stated in the Notice to Bidders and shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid. All Bid Securities will be returned on the execution of the Agreement or if no award is made, within one hundred twenty (120) calendar days after the actual date of opening of the Bids, unless forfeited under the conditions herein stipulated.

In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds within the time specified, Owner may determine that the Bidder has abandoned the Contract, thereupon the proposal Bid Forms and acceptance shall be null and void and the Bid Security accompanying the Bid Form shall be forfeited to Owner as liquidated damages for such failure or neglect and to indemnify said Owner for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds as aforesaid,

provided that the amount forfeited to Owner shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible bidder and provided further that, in case of death, disability, or other unforeseen circumstances affecting the bidder, such Bid Security may be returned to the Bidder. After execution of the agreement and acceptance of the bonds by Owner, the Bid Security accompanying the Proposal Bid Form of the Successful Bidder will be returned.

Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under this signature. The official address of the partnership shall be shown below the signature.

42. Modification and Withdrawal of Bids. Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.

Any Bid received after the time and date specified shall not be considered. No Bid may be withdrawn for a period of one hundred twenty calendar (120) days after the actual date of the opening of the Bids.

43. Competitive Bidding. The bidding and award of the Contract shall be in full compliance with Section 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.

44. Daily Cleanup

A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected there shall always present a neat, orderly and workmanlike appearance.

B. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion, are in violation of this section and the above referenced sections of the specifications.

C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

45. Sequence of Work. The Contractor shall submit to the Engineer a proposed construction schedule ten (10) days after receipt of Notice to Proceed and shall provide revised schedules should progress of the work vary from the proposed schedule. The schedule shall indicate all important construction activities and milestones and shall provide for the proper sequence of construction giving consideration for purchasing time, submittal approval process, material

delivery, and other similar time-consuming factors. The schedule shall include start and finish times and it shall be updated at least every month and submitted with the periodic payment estimates. The schedule items developed shall correspond to all the items of the schedule of values and payments estimates.

46. Final Cleanup. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the condition of the site shall be approved by the Engineer.
47. Hours of Construction Activity. Contractor shall conduct all construction activity between 7:00 A.M. and 5:00 P.M., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays, Holidays, or on the day/ Friday before the weekend, which involves a holiday without written authorization from the Owner.
48. Project Record Documents. Keep accurate record documents for all additions, substitution of material, variations in work, and any other revisions to the Contract Documents.
49. Contractor's Representative. The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.
50. Preconstruction Conference. After the Notice of Award is issued by the Owner the Harbormaster or Town official designee will schedule a preconstruction conference. Representatives of the Owner, the Engineer, and the Contractor shall attend. The agenda shall include, but not be limited to, the following:
 - a. Distribution of extra sets of contract documents if required due to changes to documents.
 - b. Submission of list of Subcontractors, list of products, schedule of values, and the progress schedule.
 - c. Designation of personnel representing the parties of the Contractor and the Engineer.
 - d. Procedures and processing of submittal, substitutions, applications for payments, change orders and contract closeout procedures.
51. Coordination of Work. The General Contractor shall be responsible for coordinating his own work as well as that of any subcontractors. He shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.
52. Time for Completion of Contract.
 - a. The time for completion of this contract is stipulated in Section 004100, PROPOSAL-BID SHEET. The Bidder shall base his bid on completing the proposed work by the completion date stipulated.

b. After receiving the Notice to Proceed the Contractor shall submit for approval, the construction schedule which states the dates on which each task will be started and completed including a final completion date.

53. Site Security. The Contractor shall be responsible for site security to prevent vandalism and accidents by unauthorized access to the site prior to completion of the work.
54. Construction Permits. The Contractor shall obtain, pay, and be responsible for necessary construction permits from those authorities having jurisdiction over the land, utilities, or structures which are located within the limits of work which will be impacted by the Contractor's operations. However, the Contractor is informed that the Building Permit Fees are waived for this project.
55. Award of Contract. The Contract will be awarded within 14 calendar days after the actual date of the opening of the bids to the lowest responsible and eligible Bidder (Successful Bidder). Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the Work. The award of the Contract shall be made by the Falmouth Town Manager, Julian M. Suso.

In evaluating the bids, The Town will evaluate the total sum of the addition of the Base Bid and Alternate Work (Section 004223). The Town will then decide what the scope of work for the project will be based on available funds. The Town must have on hand available or sufficient funds, in the Town's judgment, necessary to complete the project including some amounts for contingencies. If there are sufficient funds for the Base Bid and Alternate Work, then the Town will award the contract for both the Base Bid. If the Town does not have sufficient funds, the Town will award the project based on the Base Bid and the Alternate Work will not be done under this contract.

Owner reserves the right to reject all Bids, to waive all informalities if it is in the Owner's best interest to do so, and the right to disregard all nonconforming, non-responsive or conditional Bids.

56. Notice to Proceed. The Town, after the execution of the Contract, will send the "Notice to Proceed" to the Contractor within 7 calendar days.

Office of Harbormaster/Waterways Committee
Gregg Fraser, Town of Falmouth Harbormaster

SECTION 002200

SPECIAL CONDITIONS

Existing Utilities. All utilities as shown on the plans are as best as can be obtained from available information. The Contractor is to further check with the Town of Falmouth Water Department, NSTAR, National Grid, Comcast and Verizon for exact location of utilities as shown and those not shown. Call Dig Safe prior to start of any excavation.

Water for Construction Purposes. The Contractor shall furnish water required for all purposes at his own expense.

Property Corners. The Contractor shall replace all existing property corners and markers (i.e., iron pins, stone monuments, etc.) that are moved during the Contract. Replacement of these corners and markers shall be done by a Registered Professional Land Surveyor at the Contractor's own expense.

Underground Utilities. The Contractor shall be responsible for any damage that occurs to the underground utilities (i.e., electrical, sanitary sewer lines etc.). Caution is to be exercised when the Contractor is crossing these lines.

The Contractor's attention is directed to the necessity of making his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur.

The Contractor shall notify "Mass. DIG SAFE" and procure a DIG SAFE number for each location prior to disturbing existing ground.

Uniformed Police Officers for Traffic Control. The item for "Maintenance and Protection of Traffic" does not include the cost of uniformed police officers for traffic control, and the Contractor is not to figure this cost in, in submitting his bid. This item does include costs for flag men employed by the Contractor. When in the opinion of the Engineer and the Chief of Police, uniformed police officers are needed for traffic control; they shall be put on by the Engineer and Chief of Police and all cost shall be borne by the Town.

Dust Control. The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from his operations. Approved methods applicable to various parts of the work such as application of water spray, oils, tars, emulsions, or calcium shall be employed.

Bituminous Concrete Patch. Bituminous concrete necessary to patch between the new curbing and existing street pavement will not be paid for as a separate item but shall be included in the overall cost of the Project. Material used shall be Type 1 surface course.

Final Payment Constitutes Release. The acceptance by the Contractor of the final payment of the five percent (5%) withheld shall operate as a release to the Town of all claims and all liabilities to the Contractor for all work done or materials furnished in connection with the Work.

The payment to the Contractor of said final payment does not, however, release him or his sureties from any obligation under this Contract.

Existing Pavement Cuts. All existing pavement (cement concrete and bituminous concrete) shall be saw cut for its entire thickness. Pavement breaker or other means of cutting joints will not be allowed.

Cutting, Fitting and Patching. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specifications. Patches and joints with existing work shall provide (as applicable in each case), visual, structural, and waterproofing continuity.

Hauling, Handling and Storage of Materials. The Contractor shall, at his own expense, handle and haul all material furnished by him and shall remove any of his surplus materials at the completion of the Work. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by him that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft breakage or otherwise. The Contractor shall be responsible for all damage to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

Adjust Gas Gate Boxes or Telephone Co. M.H. cover to Grade. The Contractor shall be responsible for notifying National Grid or Verizon to adjust gate boxes or manhole covers to grade when calling Dig Safe.

Bitumen for Tack Coat. A Tack Coat of RS-1 rapid setting emulsion conforming to Section M3.03.0 shall be applied to the existing road surface, where the thickness of the new pavement is less than two (2) inches and in areas of Bituminous Concrete excavation by cold planer and sections of driveways that will be resurfaced. The rate of application shall be 1/20 gallon per square yard and the cost will be considered incidental to the item involved with no separate payment.

Steel Plate in Construction Zone. At the end of each working day where trenches in areas of public travel are covered with steel plates, each edge of such plates shall either be beveled or protected by a slope of two (2) feet horizontally to one (1) inch vertically. Any temporary patching material may be used to construct the ramps. The cost of necessary patching materials, and their maintenance and removal, will be considered incidental to the item involved with no separate payment.

It shall also be a requirement of this Contract that all structures in traveled ways or deemed hazardous by the Engineer be protected with suitable covers (steel plates or equal) capable of withstanding a 36.5-ton load with impact until the castings are available.

Buried Warning and Identification Tape. Polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, three (3) inches minimum width, color coded as stated below for the intended utility with warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read, "CAUTION, BURIED (intended service) LINE BELOW" or similar wording. Color and printing are to be permanent, unaffected by moisture soil.

Warning Tape Color Codes

RED:	Electric
YELLOW:	Gas, Oil, Dangerous Materials
ORANGE:	Telephone and Other Communications
BLUE:	Water Systems
GREEN:	Sewer Systems

Warning Tape for Metallic Piping: Acid and alkali-resistant polyethylene plastic tape conforming to the width, color and printing requirements indicated above. Minimum thickness of the tape shall be 0.003 inch. Tape shall have a minimum strength of 1500 PSI lengthwise and 1250 PSI crosswise. The tape shall be manufactured with integral wires, foil backing, or other means of enabling detection by a metal detector when the tape is buried up to three (3) feet deep. Encase the metallic element of the tape in a protective jacket or provide with other means of corrosion protection.

For the purpose of this Contract, "Engineer" shall refer to Holmes and McGrath, Inc., acting for the Office of the Office of Harbormaster/Waterways Committee, or his authorized representative.

Standard Specifications. The term "Standard Specifications" shall refer to the "Commonwealth of Massachusetts, Department of Public Works (DPW), Standard Specifications for Highway and Bridges", latest edition.

Abbreviations are used in these Specifications. Current Amendments apply, except where date is indicated.

AASHTO	- The American Association of State Highway and Transportation Officials
ACI	- American Concrete Institute
AGA	- American Gas Association
AGMA	- American Gear Manufacturers Association
AIEE	- American Institute of Electrical Engineers
AISC	- American Institute of Steel Construction
AISI	- American Iron and Steel Institute
ANSI	- American National Standards Institute
ASCE	- American Society of Civil Engineers
ASME	- American Society of Mechanical Engineers
ASTM	- American Society of Testing Materials
AWPA	- American Wood Preservers Association
AWS	- American Welding Society
AWWA	- American Water Works Association
Fed. Spec.	- Federal Specifications
DIPRA	- Ductile Iron Pipe Research Association
NCPI	- National Clay Pipe Institute
NEMA	- National Electrical Manufacturers Association
NFPA	- National Fire Protection Association
NEWWA	- New England Water Works Association
PCA	- Portland Cement Association
PCI	- Prestressed Concrete Institute

Insufficiency of Safety Precautions. If, at any time, in the judgment of the Engineer or the Town, the Work is not properly made safe in regard to public travel, persons on or about the Work, or public or private property, the Engineer or Town shall have the right to order such safeguards to be erected and such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguard into proper and approved condition or if the Contractor or his

representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Engineer or Town may put the work into such condition that it shall be in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Owner in so shall pay all costs and expenses, losses liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of, or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this subsection.

Lines, Grades, and Measurements. The Contractor will establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor and, during the progress of the Work from time to time, will verify such marks by instrument or other appropriate means. The Contractor shall make, check, and be responsible for all measurements and dimensions necessary for the proper construction of and the prevention of misfitting in the work.

The Town will provide the Contractor with reference points and reference lines from which the Contractor may proceed. Once the initial points are provided, the Contractor will be expected to provide his own engineering help as needed.

Work to Conform. During its progress and on its completion, the Work shall conform to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a work man like manner, in strict accordance with the Drawings, Specifications, and other Contract documents and the directions given from time to time by the Engineer.

Electrical Energy. The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for the proper completion of the work and during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches connections and meters.

The Contractor shall provide sufficient electric lighting so that all Work may be done in a workman like manner when there is not sufficient daylight.

Sanitary Regulations. Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner, as the occasion requires. The Contractor shall rigorously prohibit the committal of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Owner. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

Coordination with Utility Companies. The Contractor shall notify all utility companies at least seven (7) days in advance of his proposed date of start of work in any area where utilities may be affected.

The Contractor shall coordinate with the utility companies and shall allow the utility companies unhampered access to the construction site. The Contractor shall satisfy himself as to the existing conditions of the areas in which he is to perform his work. He shall conduct and arrange his work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

Adjacent Contracts. The Contractor's attention is directed to the fact that work by utility companies and departments of the Town may be carried on concurrently within and adjacent to the limits of this Contract and will require access over the site and the Contractor shall do his work in cooperation with them.

Control of Material. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.

As soon as possible after the Contract has been executed, the Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work.

Such data shall be in sufficient detail to enable the Engineer to identify the product and to form an opinion as to its conformity to the Specifications.

The Contractor shall submit shop drawings to the Engineer in accordance with the requirements stated in the General Conditions as supplemented.

The Contractor shall furnish all Facilities and labor for handling and inspection of all materials and equipment. If the Engineer requires, either prior to beginning or during the progress of the work, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense.

The Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of a claim against the Owner or the Engineer.

The materials and equipment used on the Work shall correspond to the approved samples or other data.

All materials and equipment to be incorporated in the Work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting and any injury, theft or damage of any kind whatsoever to the material or equipment.

All materials, which in the opinion of the Engineer have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal. All pipe and other materials delivered to the job shall be unloaded and placed in manner, which will not interfere with the flow of necessary traffic.

Care shall be taken when unloading materials at the site. Materials shall not be dropped when unloaded. The Contractor shall use a backhoe with adequate slings, chairs, etc., subject to the approval of the Engineer, for unloading the material. Chains and cables shall not be used. Materials damaged during unloading shall not be used in the Work and shall be removed from the site.

The Contractor shall be solely responsible for the cost of transporting demolition materials removed from the project. The Contractor shall also be responsible for all dumping fees of demolition material.

Protection of Utilities and Properties. In case of damages of utilities, the Contractor shall promptly notify the Owner and shall, if requested, furnish manpower at the Owner's direction in getting access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Owner, either the municipality or the utility company. The cost of such repair shall be borne by the Contractor without compensation.

Any temporary utility for the Contractor's convenience, other than as stated in the Contract, shall be the Contractor's responsibility and at his own expense.

SECTION 004100

PROPOSAL - BID SHEET

BIDDER and his surety, where appropriate, have completed and executed the attached documents which are identified below.

The following pages must be filled out in their entirety by the General Bidder and submitted with the Bid.

1. Proposal Bid Sheets.
2. Contractor's Certification (Section 004500).
3. Certificate of Vote, if applicable (Section 004501).
4. Non-collusive resolution and non-debarment certification (Section 004519).
5. EEO/AA Certification and references (Section 004539).
6. State Taxes Certificate Clause (Section 004546).
7. OSHA Training Certification of Contractors (Section 004550).
8. Statement of Compliance (Section 006513).

TO: Town of Falmouth, Massachusetts represented by the Office of the Harbormaster Department/Waterways Committee.

A. The undersigned hereby proposes to furnish all labor, materials, equipment and tools incidental thereto for the project, described in phases below.

The Propose Base Bid to complete work for the **West Falmouth Town Landing Boat Ramp Repair and Proposed Floating Pier** and to do and complete all work in its entirety in the manner and under the conditions required and stated in the Plans and Specifications and at the prices listed below and for the time period set forth and including removing and disposing: approximately one-thousand (1,000) square feet of concrete boat ramp and for construction of a new 1,512 square feet boat ramp and install a new 6' x 60' floating pier with a 3' x 30' gangway.

Price in dollars (\$_____).

(Contract Price in Words)

B. This Bid includes Addenda Number(s): _____

C. If the required quantities of the items listed below are increased by Change Order, the adjustment unit prices set forth below shall apply to such increased quantities:

1. Installing additional pile. Furnish and install fourteen-inch (14") diameter vinyl coated C.C.A. pressure treated pile, Greenheart timber pile, or other non-C.C.A. treated pile including hardware and incidentals.
per each:.....(\$_____)
2. Removing and replacing existing utility conduits if existing service conduits are found to be damaged. Furnish and install 2" PVC utility conduits.
per linear foot:..... (\$_____)
4. Removing and disposing additional bituminous pavement inclusive of additional pavement sawcut more than quantities specified in the contract Base Bid price.
per square yard:..... (\$_____)
5. Replacing gravel base and bituminous pavement for additional bituminous pavement removed more than quantities specified in the contract Base Bid price.
per square yard:..... (\$_____)
6. Removing and disposing of ledge, rock or boulder in excess of four (4) cubic yards.
per cubic yard:..... (\$_____)

D. The Undersigned agrees that, if he is selected as General Contractor, he will, within seven (7) calendar days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this General Bid and furnish a Performance Bond and also a Labor and Material or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and

satisfactory to the Awarding Authority, and each in the sum of 100% of the Contract Price, the premiums for which are to be paid by the General Contractor and are included in the Contract Price.

- E. The Undersigned Agrees to complete the work by **December 15, 2023**. The Contract will be awarded within fourteen (14) calendar days after the actual date of the Opening of the Bids. A “Notice” to proceed will be issued within seven (7) calendar days after the agreement is signed by both parties.
- F. If the Bidder is a corporation, indicate State of Incorporation under the signature and affix corporate seal; if a partnership, give full names and residential address of all partners; and if an individual, given residential address if different from business address.
- G. If the Bidder to whom the Contract is awarded is a corporation an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

Company Name

Authorized Signature

Contractor’s Federal Tax ID No.

Name & Title (type or print)

Mailing Address

Telephone #

City

State

Zip

Date

NOTE: *Failure to complete this form will result in the Bid being declared non-Responsive and not eligible for award consideration.*

SECTION 004223

ALTERNATES

PART 1 GENERAL

1.01 THERE ARE NO ALTERNATED IDENTIFIED AT THIS TIME

END OF SECTION

SECTION 004343

PREVAILING WAGE RATES



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 Falmouth
Contract Number: **City/Town:** FALMOUTH
Description of Work: reconstruct concrete boat ramp (town landing) and construct a new floating pier at Town Landing in West Falmouth
Job Location: 55 Old Dock Road, West Falmouth

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **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 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, the 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. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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 DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. 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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

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>	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>	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>	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>	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"						
BLOCK PAVER, RAMMER / CURB SETTER (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)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2022	\$59.15	\$11.49	\$22.34	\$0.00	\$92.98
BRICKLAYERS LOCAL 3 (NEW BEDFORD)	02/01/2023	\$60.35	\$11.49	\$22.34	\$0.00	\$94.18
	08/01/2023	\$62.40	\$11.49	\$22.34	\$0.00	\$96.23
	02/01/2024	\$63.65	\$11.49	\$22.34	\$0.00	\$97.48
	08/01/2024	\$65.75	\$11.49	\$22.34	\$0.00	\$99.58
	02/01/2025	\$67.05	\$11.49	\$22.34	\$0.00	\$100.88
	08/01/2025	\$69.20	\$11.49	\$22.34	\$0.00	\$103.03
	02/01/2026	\$70.55	\$11.49	\$22.34	\$0.00	\$104.38
	08/01/2026	\$72.75	\$11.49	\$22.34	\$0.00	\$106.58
	02/01/2027	\$74.15	\$11.49	\$22.34	\$0.00	\$107.98

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.58	\$11.49	\$22.34	\$0.00	\$63.41
2	60	\$35.49	\$11.49	\$22.34	\$0.00	\$69.32
3	70	\$41.41	\$11.49	\$22.34	\$0.00	\$75.24
4	80	\$47.32	\$11.49	\$22.34	\$0.00	\$81.15
5	90	\$53.24	\$11.49	\$22.34	\$0.00	\$87.07

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.18	\$11.49	\$22.34	\$0.00	\$64.01
2	60	\$36.21	\$11.49	\$22.34	\$0.00	\$70.04
3	70	\$42.25	\$11.49	\$22.34	\$0.00	\$76.08
4	80	\$48.28	\$11.49	\$22.34	\$0.00	\$82.11
5	90	\$54.32	\$11.49	\$22.34	\$0.00	\$88.15

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <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"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	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"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.89	\$8.68	\$1.73	\$0.00	\$33.30
2	60	\$27.47	\$8.68	\$1.73	\$0.00	\$37.88
3	70	\$32.05	\$8.68	\$14.78	\$0.00	\$55.51
4	75	\$34.34	\$8.68	\$14.78	\$0.00	\$57.80
5	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
6	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
7	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12
8	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$31.01/ 3&4 \$48.64/ 5&6 \$57.24/ 7&8 \$63.54

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
CARPENTERS-ZONE 3 (Wood Frame)	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

Apprentice - CARPENTER (Wood Frame) - Zone 3

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

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

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>	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>	07/01/2022	\$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

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	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 <i>LABORERS - ZONE 2</i>	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 <i>LABORERS - ZONE 2</i>	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: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	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>	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>	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>	09/01/2022	\$46.35	\$11.50	\$16.18	\$0.00	\$74.03
	09/01/2023	\$47.87	\$11.75	\$16.86	\$0.00	\$76.48

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.54	\$11.50	\$0.56	\$0.00	\$30.60
2	45	\$20.86	\$11.50	\$0.63	\$0.00	\$32.99
3	50	\$23.18	\$11.50	\$0.70	\$0.00	\$35.38
4	55	\$25.49	\$11.50	\$7.35	\$0.00	\$44.34
5	60	\$27.81	\$11.50	\$7.86	\$0.00	\$47.17
6	65	\$30.13	\$11.50	\$8.37	\$0.00	\$50.00
7	70	\$32.45	\$11.50	\$8.89	\$0.00	\$52.84
8	75	\$34.76	\$11.50	\$9.40	\$0.00	\$55.66

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.15	\$11.75	\$0.57	\$0.00	\$31.47
2	45	\$21.54	\$11.75	\$0.65	\$0.00	\$33.94
3	50	\$23.94	\$11.75	\$0.72	\$0.00	\$36.41
4	55	\$26.33	\$11.75	\$7.79	\$0.00	\$45.87
5	60	\$28.72	\$11.75	\$8.31	\$0.00	\$48.78
6	65	\$31.12	\$11.75	\$8.65	\$0.00	\$51.52
7	70	\$33.51	\$11.75	\$9.38	\$0.00	\$54.64
8	75	\$35.90	\$11.75	\$9.90	\$0.00	\$57.55

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

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	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2022	\$47.18	\$14.00	\$16.05	\$0.00	\$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2022	\$48.72	\$14.00	\$16.05	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2022	\$23.33	\$14.00	\$16.05	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 223	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 223	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE II	03/01/2022	\$47.62	\$8.68	\$20.27	\$0.00	\$76.57

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.81	\$8.68	\$1.79	\$0.00	\$34.28
2	55	\$26.19	\$8.68	\$1.79	\$0.00	\$36.66
3	60	\$28.57	\$8.68	\$14.90	\$0.00	\$52.15
4	65	\$30.95	\$8.68	\$14.90	\$0.00	\$54.53
5	70	\$33.33	\$8.68	\$16.69	\$0.00	\$58.70
6	75	\$35.72	\$8.68	\$16.69	\$0.00	\$61.09
7	80	\$38.10	\$8.68	\$18.48	\$0.00	\$65.26
8	85	\$40.48	\$8.68	\$18.48	\$0.00	\$67.64

Notes: Steps are 750 hrs.
% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$31.90/ 3&4 \$38.39/ 5&6 \$58.70/ 7&8 \$65.26

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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

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>	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
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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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - B</i>	04/01/2022	\$38.91	\$13.65	\$17.15	\$2.09	\$71.80
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
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>	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>	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

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

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

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 LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Apprentice - LABORER - Zone 2

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

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.30	\$9.10	\$16.64	\$0.00	\$48.04
2	70	\$26.01	\$9.10	\$16.64	\$0.00	\$51.75
3	80	\$29.73	\$9.10	\$16.64	\$0.00	\$55.47
4	90	\$33.44	\$9.10	\$16.64	\$0.00	\$59.18

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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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>	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>	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>	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>	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>	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: TREE REMOVER <i>LABORERS - ZONE 2</i>	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	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
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2022	\$45.29	\$11.49	\$20.37	\$0.00	\$77.15
	02/01/2023	\$46.25	\$11.49	\$20.37	\$0.00	\$78.11
	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

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

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.65	\$11.49	\$20.37	\$0.00	\$54.51
2	60	\$27.17	\$11.49	\$20.37	\$0.00	\$59.03
3	70	\$31.70	\$11.49	\$20.37	\$0.00	\$63.56
4	80	\$36.23	\$11.49	\$20.37	\$0.00	\$68.09
5	90	\$40.76	\$11.49	\$20.37	\$0.00	\$72.62

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$11.49	\$20.37	\$0.00	\$54.99
2	60	\$27.75	\$11.49	\$20.37	\$0.00	\$59.61
3	70	\$32.38	\$11.49	\$20.37	\$0.00	\$64.24
4	80	\$37.00	\$11.49	\$20.37	\$0.00	\$68.86
5	90	\$41.63	\$11.49	\$20.37	\$0.00	\$73.49

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2022	\$59.17	\$11.49	\$22.31	\$0.00	\$92.97
	02/01/2023	\$60.37	\$11.49	\$22.31	\$0.00	\$94.17
	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.59	\$11.49	\$22.31	\$0.00	\$63.39
2	60	\$35.50	\$11.49	\$22.31	\$0.00	\$69.30
3	70	\$41.42	\$11.49	\$22.31	\$0.00	\$75.22
4	80	\$47.34	\$11.49	\$22.31	\$0.00	\$81.14
5	90	\$53.25	\$11.49	\$22.31	\$0.00	\$87.05

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.19	\$11.49	\$22.31	\$0.00	\$63.99
2	60	\$36.22	\$11.49	\$22.31	\$0.00	\$70.02
3	70	\$42.26	\$11.49	\$22.31	\$0.00	\$76.06
4	80	\$48.30	\$11.49	\$22.31	\$0.00	\$82.10
5	90	\$54.33	\$11.49	\$22.31	\$0.00	\$88.13

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>	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

Apprentice - MILLWRIGHT - Local 1121 Zone 2

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

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22

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:1:4

MORTAR MIXER LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
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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
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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
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$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

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

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$8.65	\$0.00	\$0.00	\$32.13
2	55	\$25.83	\$8.65	\$6.27	\$0.00	\$40.75
3	60	\$28.18	\$8.65	\$6.84	\$0.00	\$43.67
4	65	\$30.52	\$8.65	\$7.41	\$0.00	\$46.58
5	70	\$32.87	\$8.65	\$19.63	\$0.00	\$61.15
6	75	\$35.22	\$8.65	\$20.20	\$0.00	\$64.07
7	80	\$37.57	\$8.65	\$20.77	\$0.00	\$66.99
8	90	\$42.26	\$8.65	\$21.91	\$0.00	\$72.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
PAINTERS LOCAL 35 - ZONE 2	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

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

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$8.65	\$0.00	\$0.00	\$31.16
2	55	\$24.76	\$8.65	\$6.27	\$0.00	\$39.68
3	60	\$27.01	\$8.65	\$6.84	\$0.00	\$42.50
4	65	\$29.26	\$8.65	\$7.41	\$0.00	\$45.32
5	70	\$31.51	\$8.65	\$19.63	\$0.00	\$59.79
6	75	\$33.77	\$8.65	\$20.20	\$0.00	\$62.62
7	80	\$36.02	\$8.65	\$20.77	\$0.00	\$65.44
8	90	\$40.52	\$8.65	\$21.91	\$0.00	\$71.08

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2023	\$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

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2022

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

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
PAINTERS LOCAL 35 - ZONE 2	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

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$8.65	\$0.00	\$0.00	\$30.46
2	55	\$23.99	\$8.65	\$6.27	\$0.00	\$38.91
3	60	\$26.17	\$8.65	\$6.84	\$0.00	\$41.66
4	65	\$28.35	\$8.65	\$7.41	\$0.00	\$44.41
5	70	\$30.53	\$8.65	\$19.63	\$0.00	\$58.81
6	75	\$32.72	\$8.65	\$20.20	\$0.00	\$61.57
7	80	\$34.90	\$8.65	\$20.77	\$0.00	\$64.32
8	90	\$39.26	\$8.65	\$21.91	\$0.00	\$69.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
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PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
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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>	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>	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>	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>	08/01/2022	\$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>	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.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.71

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

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - B	04/01/2022	\$37.41	\$13.95	\$17.85	\$2.08	\$71.29

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.96	\$13.95	\$4.10	\$1.02	\$34.03
2	45	\$16.83	\$13.95	\$4.61	\$1.09	\$36.48
3	50	\$18.71	\$13.95	\$11.26	\$1.35	\$45.27
4	55	\$20.58	\$13.95	\$11.26	\$1.41	\$47.20
5	60	\$22.45	\$13.95	\$14.60	\$1.53	\$52.53
6	65	\$24.32	\$13.95	\$14.88	\$1.59	\$54.74
7	70	\$26.19	\$13.95	\$15.16	\$1.66	\$56.96
8	75	\$28.06	\$13.95	\$15.44	\$1.72	\$59.17
9	80	\$29.93	\$13.95	\$15.72	\$1.79	\$61.39
10	85	\$31.80	\$13.95	\$15.57	\$1.85	\$63.17

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
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SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
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SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2	03/01/2022	\$57.92	\$10.44	\$22.10	\$0.00	\$90.46
	10/01/2022	\$59.45	\$10.44	\$22.10	\$0.00	\$91.99
	03/01/2023	\$60.98	\$10.44	\$22.10	\$0.00	\$93.52
	10/01/2023	\$62.56	\$10.44	\$22.10	\$0.00	\$95.10
	03/01/2024	\$64.18	\$10.44	\$22.10	\$0.00	\$96.72
	10/01/2024	\$65.80	\$10.44	\$22.10	\$0.00	\$98.34
	03/01/2025	\$67.42	\$10.44	\$22.10	\$0.00	\$99.96

Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.27	\$10.44	\$12.35	\$0.00	\$43.06
2	40	\$23.17	\$10.44	\$13.10	\$0.00	\$46.71
3	45	\$26.06	\$10.44	\$13.85	\$0.00	\$50.35
4	50	\$28.96	\$10.44	\$14.60	\$0.00	\$54.00
5	55	\$31.86	\$10.44	\$15.35	\$0.00	\$57.65
6	60	\$34.75	\$10.44	\$16.10	\$0.00	\$61.29
7	65	\$37.65	\$10.44	\$16.85	\$0.00	\$64.94
8	70	\$40.54	\$10.44	\$17.60	\$0.00	\$68.58
9	75	\$43.44	\$10.44	\$18.35	\$0.00	\$72.23
10	80	\$46.34	\$10.44	\$19.10	\$0.00	\$75.88

Effective Date - 10/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.81	\$10.44	\$12.35	\$0.00	\$43.60
2	40	\$23.78	\$10.44	\$13.10	\$0.00	\$47.32
3	45	\$26.75	\$10.44	\$13.85	\$0.00	\$51.04
4	50	\$29.73	\$10.44	\$14.60	\$0.00	\$54.77
5	55	\$32.70	\$10.44	\$15.35	\$0.00	\$58.49
6	60	\$35.67	\$10.44	\$16.10	\$0.00	\$62.21
7	65	\$38.64	\$10.44	\$16.85	\$0.00	\$65.93
8	70	\$41.62	\$10.44	\$17.60	\$0.00	\$69.66
9	75	\$44.59	\$10.44	\$18.35	\$0.00	\$73.38
10	80	\$47.56	\$10.44	\$19.10	\$0.00	\$77.10

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>	09/01/2022	\$38.16	\$11.25	\$13.31	\$0.00	\$62.72
	09/01/2023	\$39.40	\$11.50	\$13.91	\$0.00	\$64.81
	09/01/2024	\$40.69	\$11.75	\$14.53	\$0.00	\$66.97

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2022

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 BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2022	\$58.09	\$11.49	\$22.34	\$0.00	\$91.92
	02/01/2023	\$59.29	\$11.49	\$22.34	\$0.00	\$93.12
	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/01/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.05	\$11.49	\$22.34	\$0.00	\$62.88
2	60	\$34.85	\$11.49	\$22.34	\$0.00	\$68.68
3	70	\$40.66	\$11.49	\$22.34	\$0.00	\$74.49
4	80	\$46.47	\$11.49	\$22.34	\$0.00	\$80.30
5	90	\$52.28	\$11.49	\$22.34	\$0.00	\$86.11

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.65	\$11.49	\$22.34	\$0.00	\$63.48
2	60	\$35.57	\$11.49	\$22.34	\$0.00	\$69.40
3	70	\$41.50	\$11.49	\$22.34	\$0.00	\$75.33
4	80	\$47.43	\$11.49	\$22.34	\$0.00	\$81.26
5	90	\$53.36	\$11.49	\$22.34	\$0.00	\$87.19

Notes:
Apprentice to Journeyworker Ratio:1:3

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
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
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
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
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
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
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
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
For apprentice rates see "Apprentice- LABORER"						
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>	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"						
Marine Drilling						
BLASTER <i>MARINE DRILLING</i>	01/01/2018	\$41.82	\$7.63	\$3.60	\$0.00	\$53.05
BOAT CAPTAIN <i>MARINE DRILLING</i>	01/01/2018	\$33.87	\$7.63	\$3.30	\$0.00	\$44.80
BOAT CAPTAIN / Over 1,000 hp <i>MARINE DRILLING</i>	01/01/2018	\$38.06	\$7.63	\$3.60	\$0.00	\$49.29
CORE DRILLER <i>MARINE DRILLING</i>	01/01/2018	\$31.43	\$7.63	\$2.90	\$0.00	\$41.96
CORE DRILLER HELPER <i>MARINE DRILLING</i>	01/01/2018	\$28.47	\$7.63	\$3.00	\$0.00	\$39.10

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRILLER <i>MARINE DRILLING</i>	01/01/2018	\$39.70	\$7.63	\$3.60	\$0.00	\$50.93
ENGINEER <i>MARINE DRILLING</i>	01/01/2018	\$39.69	\$7.63	\$3.50	\$0.00	\$50.82
HELPER <i>MARINE DRILLING</i>	01/01/2018	\$34.24	\$7.63	\$3.00	\$0.00	\$44.87
MACHINIST <i>MARINE DRILLING</i>	01/01/2018	\$38.88	\$7.63	\$3.30	\$0.00	\$49.81
OILER - MARINE DRILLING <i>MARINE DRILLING</i>	01/01/2018	\$34.24	\$7.63	\$3.00	\$0.00	\$44.87
TUG DECKHAND <i>MARINE DRILLING</i>	01/01/2018	\$27.61	\$7.63	\$3.00	\$0.00	\$38.24
WELDER <i>MARINE DRILLING</i>	01/01/2018	\$38.88	\$7.63	\$3.30	\$0.00	\$49.81

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.

SECTION 004500

CONTRACTOR'S CERTIFICATION

Name of Project: **West Falmouth Town Landing Boat Ramp Repair and Proposed Floating Pier.**

A Contractor will not be eligible for award of a Contract unless such Contractor has submitted the following Certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that

1. It tends to use the following listed construction trades in the work under the Contract.

and

2. Will comply with the minority manpower ratio and specific Affirmative Action steps contained herein

(Signature of Authorized Representative or Contractor)

SUBCONTRACTOR'S CERTIFICATION

Name of Project: **West Falmouth Town Landing Boat Ramp Repair and Proposed Floating Pier.**

A Subcontractor will not be eligible for award of contract unless such Subcontractor has submitted the following Certification, which is deemed a part of the resulting contract:

SUBCONTRACTOR'S CERTIFICATION

_____ certifies that

1. It tends to use the following listed construction trades in the work under the Contract.

and

2. Will comply with the minority manpower ratio and specific Affirmative Action steps contained herein

(Signature of Authorized Representative or Subcontractor)

SECTION 004501

CERTIFICATE OF VOTE
(To be filled if Contractor is a corporation)

I, _____ hereby certify that I am a duly qualified and acting
(Secretary of the Corporation)

Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)

Directors of said company, duly called and held on _____, at which all Directors
(Date of Meeting)

were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

anyone acting singly, to execute Forms of General Bid, Contracts or bonds on behalf of the Corporation.

I further certify that the above is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

True Copy:

Attest: _____
(Notary Public)

My commission expires: _____

SECTION 004519

NON-COLLUSIVE RESOLUTION

The undersigned certifies, under the provisions of Chapter 701 of the Acts of 1983 and under the penalties of perjury, that this is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this Section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

DATE: _____

SIGNATURE: _____

The required names, address, and telephone numbers of all persons interested in the foregoing Bid, as Principals, are as follows:

NON-DEBARMENT CERTIFICATE

"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 of any rule or regulation promulgated there under".

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

SECTION 004536

TOWN OF FALMOUTH - SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY,
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I For the purposes of this Contract, minority refers to Asian Americans, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. Commission refers to the Massachusetts Commission Against Discrimination. Town hereinafter refers to the Town of Falmouth.
- II During the performance of this Contract, the Contractor and all (his) Sub-contractors (hereinafter collectively referred to as the Contractor), for himself, his assignee, and successors in interest, agree as follows:
1. In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color religious creed, national origin, age, or sex. The aforesaid provisions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising, recruitment; termination; rates of pay or other forms of compensation; conditions or privileges of employment, and selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Town setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).
 2. In connection with the performance of work under this Contract, the Contractor shall undertake in good faith Affirmative Action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, or sex, and to eliminate and remedy any effects of such discrimination in the past. Such Affirmative Action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This Affirmative Action shall include all action required to guarantee equal opportunity in employment for all persons, regardless of race, color, religious creed, national origin, age, or sex. A purpose of this provision is to fully ensure possible an adequate supply of skilled tradesmen for this and future Town public construction projects.
- III 1. As part of this obligation of remedial action under the foregoing section, the Contractor shall maintain on this project a not less than 5% ratio of minority employee man hours to total man hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those classes of work enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
2. In the hiring of minority journeymen, apprentices, trainees, and advanced trainees, the Contractor shall rely on referrals from a multi-employer Affirmative Action program by the Town, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any time, designated by the Liaison Committee or the Town.
- IV 1. At the discretion of either the Commission or the Town, there may be established for the life of this Contract a body to be known as the Liaison Committee. The Liaison Committee shall be

composed of one representative each from the agency or agencies administering this project, hereinafter called the administering agency, the Town and such other representatives as may be designated by the Town in conjunction with the administering agency.

2. The Contractor (or his agent, if any, designated by him as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an Affirmative Action body and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections by week, or workers required in each trade. Copies shall be furnished one (1) week in advance of the commencement of the period covered, and when updated, to the Town and Liaison Committee.

4. Records of employment referral orders, prepared by the Contractor shall be available to the Town and to the Liaison Committee on request.

5. The Contractor shall prepare weekly reports in a form approved by the Town of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each week to the Town and to the Liaison Committee.

V If the Contractor shall use any sub-contractor on any work performed under this Contract, he shall take affirmative action to negotiate with qualified sub-contractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the Office of Minority Business Assistance (within the executive Office of Commerce and Development) or its designer, while bids are in preparation of all products work or service for which the Contractor intends to negotiate bids.

VI In the employment of journeymen, apprentice's, trainees and advanced trainees, the Contractor shall give preference, first, to citizens of the Commonwealth who have served in the Armed Forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and secondly, to citizens of the Commonwealth generally, and if such cannot be obtained in sufficient numbers, then to citizens of the United States.

VII A designee of the Town and a designee of the Liaison Committee shall each have right of access to the construction site.

VIII Compliance with Requirements.

The Contractor shall comply with the provisions of Executive Order No.74, as amended by executive Order No.116 dated May 1, 1975, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this Contract.

IX Non-Discrimination.

The Contractor, in performance of all work after award, and prior to completion of the Contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in

employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

X Solicitations for Sub-Contractors, and for the Procurement of Material and Equipment.

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a sub-contractor or for the procurement of materials or equipment. Each potential sub-contractor supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination and Affirmative Action.

XI Bidders Certification Requirement.

The following certification statement will be inserted in the Bid document just above the bidder's Signature, as a substitute for the present bidder Certification Form: The bidder hereby certifies he shall comply with the minority manpower ratio and specific steps contained in the Appendix EEO attached hereto, including compliance with the Minority Contractor Compliance specified in Section V of said Appendix. The Contractor receiving the award of the Contract shall be required to obtain from each of its sub-contractors and submit to the contracting or administering agency prior to the performance of any work under said Contract a certification by said sub-contractor, regardless of tier, that it will comply with the minority manpower ration and specific affirmative steps contained in the Appendix EEO.

XII Contractor's Certification.

The Contractor's Certification form must be signed by all successful low bidder(s) prior to award by the contracting agency. (See attachment)

XIII Compliance-Information, Reports and Sanctions.

1. The Contractor will provide all information and reports required by the administering agency or the Town on instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information, which may be determined by the Town to affect the employment of personnel. This provision shall apply only to information pertinent to the Town's supplementary Affirmative Action Contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency or the Town as appropriate and shall set forth what efforts he has made to obtain the information.

2. Whenever the administering agency, the Town, or the Liaison Committee believes the General Contractor or any Sub-Contractor may not be operating in compliance with the terms of this Section, the Town directly or through its designated agent, shall conduct appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the Town or its agent finds the General Contractor or any Sub-contractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the Town or its agent bring such Contractor into compliance. If such Contractor fails or refuses to fully perform such steps, the Town shall make a final report of non-compliance, and recommend to the administering agency the imposition of one or more of the sanctions listed below. If, however, the Town believes the General Contractor or any

Sub-Contractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen (14) days of the receipt of the recommendations of the Town the administering agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement.

- A. The recovery by the administering agency from the General Contractor of 1/100 of 1% of the Contract award price or \$1,000 whichever sum is greater, in the nature of liquidated damages or, if a Sub-Contractor is in non-compliance, the recovery by the administering agency from the General Contractor, to be assessed by the General Contractor as a back charge against the Sub-Contractor, of 1/100 of 1% of the Sub-Contractor price, or \$400 whichever is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply.
 - B. The suspension of any payment or part thereof due under the Contract until such time as the General Contractor or any Sub-Contractor can demonstrate his compliance with the terms of the Contract.
 - C. The termination, or cancellation, of the Contract, in whole or in part, unless the General Contractor or any Sub-Contractor can demonstrate within a specified time his compliance with the terms of the Contract.
 - D. The denial to the General Contractor or any Sub-Contractor of the right to participate in any future contracts awarded by the administering agency for a period of up to three years.
3. If at any time after the imposition of one or more of the sanctions a Contractor can demonstrate that he follows this Section, he may request the administering agency, in consultation with the Town, to suspend the sanctions conditionally, pending a final determination by the Town as to whether the Contractor complies. Upon final determination of the Town, the administering agency, based on the recommendation of the Town, shall either lift the sanctions or re-impose them.
4. Sanctions enumerated under Section XII-2 shall not be imposed by the administering agency except after an adjudicatory proceeding, as that term is used M.G.L. c. 30A, has been conducted. No investigation by the Town or its agent shall be initiated without prior notice to the Contractor.

XIV Severability.

The provisions of this Section are severable, and if any court of competent jurisdiction the decision of such court shall hold any of these provisions unconstitutional shall not affect or impair any of the remaining provisions.

SECTION 004539

EEO/AA CERTIFICATE

The Bidder hereby certifies he/she shall comply with the minority manpower ratio and specific action steps contained in SECTION IX attached here, including compliance with the minority contractor compliance specified in Section V of said Appendix. The Contractor receiving the award of the Contract shall be required to obtain from each of his subcontractors and submit to the Contracting or Administering Agency prior to the performance of any work under this Contract, a Certification by said subcontractor, regardless of tier, that he will comply with the minority manpower and specific Affirmative Action steps contained in the EEO/AA Program.

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

REFERENCES

The Bidder is requested to state below what work is of a similar character to that included in the proposed Contract he has done and to give references that will enable the Owner to judge his experience, skill and business standing. List Name, Title and Telephone Numbers of references:

SECTION 004546

STATE TAXES CERTIFICATE CLAUSE

I Certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State (Commonwealth of Massachusetts) tax returns and paid all State (Commonwealth of Massachusetts) taxes under law.

*Signature of Individual or Corporate Name (Mandatory)

By: _____
Corporate Officer (Mandatory if applicable)

**Social Security No. or Federal I.D. No.

*Approval of a Contract or other agreement will not be granted unless this Certificate Clause is signed by the applicant.

**Your Social Security Number will be furnished to the Massachusetts Department of Revenue to Determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a Contract or other Agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

SECTION 004550

OSHA Training Certification of Contractors

The Town of Falmouth will comply with the amended MGL, Chapter 30: Section 39D “Contracts for Construction: Requirements” as follows.

The Town in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL Chapter 30: Section 39S. This law requires successful completion of a 10-hour OSHA safety training course prior to working on the Town’s worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however, the Town may, at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using the sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the law.

The Town of Falmouth will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee whose name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment will be determined to be incomplete.

Any employee found in the worksite subject to this section without documentation of 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.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2010, in accordance with MGL 30 30S as amended by Chapter 306 of the Act of 2004.

CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Massachusetts General Law 30: Section 39S, as amended.

Section 39S. (a) As used in this section the word “person” shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (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; and (3) that all employees to be employed in the work subject to this bid 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.

(b) Any employee found on a worksite subject to this section without documentation of 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.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: _____

Authorized signature: _____

Print name: _____

Title: _____

Date: _____

Telephone: _____ Fax: _____

SECTION 005200

AGREEMENT

This AGREEMENT executed this ___ day of _____ in the year Two Thousand and Sixteen (herein referred to as the Agreement), by and between the Town of Falmouth, Massachusetts, acting by and through its Administrator, duly authorized therefore, who act herein solely for said Town and without personal liability to themselves, Party of the First Part, and _____ Party of the Second Part.

Witnessed, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the **West Falmouth Town Landing Boat Ramp Repair and Proposed Floating Pier**, hereinafter called the Project, for the consideration set forth in the Bid package and all extra work in connection therewith, under the terms stated in the General Conditions of the Contract; and at his own proper costs and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance bonds, and other accessories and services necessary to complete the said Project in accordance with the Conditions and Prices stated in the Contract Documents.

The Contractor hereby agrees to commence work under this Contract on the time specified in the Bid Package and to fully complete the Project within the time stated therein.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract.

IN WITNESS WHEREOF, the parties of this AGREEMENT have hereunder set their names and seals as to the day and year first written.

TOWN OF FALMOUTH, MASSACHUSETTS

By: _____

Falmouth Harbormaster
(Party of the First Part)

Witness: (CONTRACTOR)

CONTRACTOR (Firm Name)

Witness:

Authorized Representative (Party of the Second Part)

(Business Address)

Date: _____

SECTION 006513

STATEMENT OF COMPLIANCE

DATE: _____

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 of public body)

West Falmouth Town Landing Boat Ramp Repair and Proposed Floating Pier (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 Section Twenty-seven (27) and Twenty-Seven A (27A) of Chapter One Hundred and Forty-Nine (149) of the General Laws.

Signature: _____

Title: _____

(Signed under penalties of perjury as provided for under Section 27B of Chapter 149, General Laws.)