

Copy No.

TOWN OF CHILMARK, MASSACHUSETTS

CONTRACT and SPECIFICATION DOCUMENTS

FOR

Menemsha Pier Connector

**West/Filled Dock Menemsha Harbor
Boat House Road
CHILMARK, MA 02535**

November 17, 2010

Prepared by:

**Town of CHILMARK
Executive Secretary
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CHILMARK, MA 02535-0119
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TABLE OF CONTENTS

<u>Bidding And Contract Requirements</u>	<u>Section Number</u>
Invitation To Bid	00020
Instructions To Bidders	00100
Form of General Bid	00300
Agreement	00500
Payment Bond	00620
Certificate of Insurance	00650
Supplemental General Conditions & Wage Rates	00800
Excerpts from Applicable State Law	00850

Technical Specifications

Menemsha Filled Pier Connector Specifications KAH 2010/11/11

Contract Drawings

Contract Drawings Job No. 1130 Attached
9 Sheets Dated November 9, 2010

Draft Schedule

Nov 17	Conservation Commission public hearing
Nov 17	Central Register ad appears - plans & specs released
Nov 23	11 AM Pre Bid Meeting Selectmen's Meeting Room
Dec 14	4:30 PM Bids Due
Dec 21	Selectmen award contract
Jan 3	Contractor must provide bonds and signed contract
Jan 3	Town issues Notice To Proceed
Jan 13	Last Day to commence work 122 days to complete work
Jan 27	Demo completed
Feb 17	Piles driven
Mar 3	Sheet piles driven
Mar 10	Pile caps set
Mar 24	Concrete planks set
<i>Apr 1</i>	<i>Must be out of water per DEP/USACE permit</i>
Apr 21	Cast in place concrete finished
May 5	Railings completed
May 15	Green dock reconnected and ramps repaired and re-hinged.

SECTION 00020
INVITATION FOR BIDS

Sealed bids for furnishing the following items and work will be received at the Office of the Board of Selectmen, CHILMARK Town Hall, 401 Middle Road, CHILMARK, MA 02535-0119, until the time specified below at which time the bids will be publicly opened and read aloud.

The Work consists of the demolition and removal of the burnt out timber carway destroyed by fire on July 12th 2010, and the installation of a replacement concrete pier connector.

Specifications and bid forms may be obtained at the CHILMARK TOWN OFFICE, 401 Middle Road, POB 119, CHILMARK, MA 02535, after November 17th 2010 between 9:00 A.M. and 5:00 P.M.

execsec@chilmarkma.gov

Pre Bid conference will be held on Tuesday November 23rd 2010 at 11 AM in the Selectmen's Meeting Room, Town Hall. Attendance is not required but is strongly recommended. Questions may be submitted at that time.

Bids will be opened in the Office of the Board of Selectmen, December 14th 2010 at 4:30 P.M. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or, CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

A Payment bond in the amount equal to 50% of total amount of the bid from a surety company qualified to do business in the Commonwealth of Massachusetts will be required.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L.c.30, §39M as amended. (Herein attached.)

Attention is directed to the minimum wage rates to be paid under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of satisfactory and timely past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The estimated value of the contract is \$1,200,000.00

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part, any or all bids, or take whatever other action may be deemed to be in the best interest of the Town of CHILMARK By its Board of Selectmen.

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of CHILMARK, Massachusetts, herein called the Owner, acting by and through its Board of Selectmen will receive sealed Bids for the Menemsha Pier Connector. The work is to take place at Menemsha Harbor, West/Filled Dock, Boathouse Road, CHILMARK, MA. Such bids shall be addressed to the Board of Selectmen, 401 Middle Road, POB 119, CHILMARK, MA 02535 and clearly marked on the outside of a sealed envelope "MENEMSHA PIER CONNECTOR IFB". They will be received at the Office of the Board of Selectmen until 4:30 PM, December 14th 2010 at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn by written notice received at the above address prior to the above scheduled time for the opening of bids or authorized postponement thereof.

Any bid received after the time and date specified will not be considered.

This project is subject to authorization by permits from the Massachusetts DEP, US Army Corps of Engineers and others. Permits are currently pending and are expected by January 3, 2011. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The Work consists of demolition and removal of approximately 500 feet by 13 feet of timber carway, its supporting structure, and approximately 500 feet of timber wave wall located under the carway at Menemsha Harbor West/Filled Dock, the installation of 499 feet of a concrete pier connector, 494 feet of FRP wave wall (bulkhead) and 14 fender pilings.

Time is of the essence in the completion of this project. This is an emergency project and all work must be completed prior to May 15th 2011.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected without opening; bids not meeting signature and addenda requirements will be rejected.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

Corporate resolutions and seals are required for corporations.

All addenda will be sent to all prospective bidders on record with the town via email.

All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read aloud for the benefit of the other bidders and the bid opening procedure will then be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the bids.

5. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication (fax or email) at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed and received by facsimile machine prior to the closing time.

The telegraphic communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received by facsimile before closing and by mail within two days from the closing time, no consideration will be given to the telegraphic communication.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and workforce 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.

The Owner may make such investigations as he deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the Owner. The Contractor shall cooperate with the Town and the chosen Utility Contractor, who shall need to coordinate the installation of vaults at both ends of the Pier Connector.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing addressed to Board of Selectmen and to be given consideration must be received at least seven calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be e-mailed to all prospective bidders (at the respective e-mail address furnished by them for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, a portion of security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder.

In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

14. Information Not Guaranteed

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

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents. It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the

construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the Owner, in the amount stated in Section 00020, INVITATION TO BID, Such checks will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining checks will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, or upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities or reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either, incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Owner may waive such omissions, conditions or irregularities.

The Owner also reserves the right to reject the bid of any bidder that the Owner considers to be unqualified based on past performance on similar projects.

17. Time for Completion

The bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit included in Section 00300, Form of General Bid. This pier connector is important to the commercial fishing fleet and for the recreational boating season, therefore time is of the essence and delay beyond the established date is unacceptable.

18. Comparison of Bids

Bids will be compared on the basis of the lump sum prices set forth in the bid forms. In the event that there is a discrepancy in Section 00300, FORM OF GENERAL BID between the lump sum prices written in words and those in figures, the prices written in words will govern.

The Owner agrees to examine and consider each FORM OF GENERAL BID submitted in consideration of the qualifications of the bidder and the bidder's agreements, as herein above set forth and as set forth in Section 00300, FORM OF GENERAL BID.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law.

20. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended, need not be accepted and the Owner may reject every such bid.

21. Wage Rates

Prevailing Wage Rates as determined by the Division of Occupational Safety under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, 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 tradespeople who may be employed for the proposed work under this contract.

State schedules of Prevailing Wage Rates are included in the Supplemental General Conditions section of the contract documents.

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning Contractor records.

23. Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the Supplemental General Conditions and in such form as shall protect him performing work covered by this Contract, and/or the Town of CHILMARK and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

24. Dust and Erosion Control

Contractor's price to include all dust and erosion control to meet local or state and federal standards.

25. (NOT USED)

26. (NOT USED)

27. (NOT USED)

28. The Work includes all matters required to complete the Work, including such additional work as may be required to deliver the Work to Owner as a finished product, even though not specifically shown on the Specifications and Drawings.

29. (NOT USED)

SECTION 00300 FORM OF GENERAL BID

Bid of _____(hereinafter called "Bidder")*

- () a corporation, organized and existing under the laws of the state of
- () a partnership
- () a joint venture
- () an individual doing business as

To the Town of CHILMARK, Massachusetts (hereinafter called "Owner").

Gentlemen/Ladies:

The Bidder, in compliance with your invitation for bids for "Menemsha Pier Connector" having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within 122 consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$ 500.00) for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____

*Insert corporation, partnership or individual as applicable.

BID

The Bidder agrees to perform the work described in the specifications and shown on the plans for the following lump sum prices complete:

BID PRICE TABLE

ITEM NUMBER	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE In words & numbers
01001-1	1 Lump Sum	Mobilization and Demobilization, the lump sum price of:		
02100-1	1 Lump Sum	Removal and appropriate off site disposal of burned /unburned timber carway and wave wall (bulkhead), salvage of pedestrian walkway		
03303-1	1 Lump Sum	Sixty-four (64) 50' (3200') long 12.75" OD pipe piles installed		
03303-2	1 Lump Sum	Thirty-two (32) wide flange steel pile caps with stiffeners welded in place installed		
03303-3	1 Lump Sum	Four hundred ninety four (494') running feet of 16' long FRP bulkhead sheeting, attached to piles with Wolmanized wood wales		
03303-4	1 Lump Sum	Forty-three (43) 31' 11 1/2" by 5' by 1' precast concrete planks in place on pile caps AND Four (4) 15' 11 1/2" by 5' by 1' precast concrete planks:		

ITEM NUMBER	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE In words & numbers
03303-5	1 Lump Sum	Seventy-five (75') running feet of 20' long PZ C 12 driven 12 feet into harbor bottom to form cofferdam at south end of pier connector and the bulkhead along the concrete vault		
03303-6	1 Lump Sum	Cast-in-place reinforced concrete connector slab at angle junction:	X	
03303-7	1 Lump Sum	Cast-in-place reinforced concrete connector slab at south end of pier connector:	X	
03303-8	1 Lump Sum	Nine hundred seventy four (974') feet of pipe railing and wire mesh in place:		
03303-9	1 Lump Sum	Fourteen (14) greenheart 50' long fender piles in place		
→ → → →			TOTAL PRICE OF ABOVE ITEMS \$	

The above lump sum prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

PAYMENT FOR ADDITIONAL WORK PER ITEM

ITEM NUMBER	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE In words & numbers
04000-1	Per foot	Pipe piling, material and work for driving more than forty (40') ft per pile		X
04000-2	Per splice	Welded splice in pipe pile		X

ITEM NUMBER	QUANTITY	ITEM OF WORK WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE In words & numbers
04000-3	Per Pile	Driving a pile two (2) feet with Impact Hammer, In addition to the driving of the five (5) piles described in the base bid		X
04000-4	Per Pile	Measuring dynamic resistance with Impact Hammer and PDA equipment		X
04000-5	Lump sum	Float Access Platform with railing and gangway attachment, materials and installation	X	
04000-6	Lump sum	Repair and re-attachment of the long gangway with a new hinge system at the north end of the floating pier.	X	
04000-7	Per Pile	Additional fifty foot (50') 18 inch diameter green heart fender pile in place		X
04000-8A	Per Pile	To remove the 15 greenheart float guide piles/hardware and use them to replace the broken or damaged slip tie-off piles within the same float system.		
04000-8B	Per Pile	To replace the guide piles with two (2) concrete filled steel guide piles, 12.75" O.D. with 1/2" wall thickness 50' long, conforming to ASTM A252 Grade 2, with a 3/4" thick 12.5" diameter plate welded to the bottom, driven to a minimum of 30 feet of embedment. The final top elevation shall be EL = +11.0'. Including pile guide hardware from Bellingham Marine.		
04000-9	Per Pile	Weld two foot (2') extension to top of existing steel pile & fill with concrete.		X

00300-2

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement attached in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a payment bond in an amount of at least equal to fifty percent (50%) of the contract price.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

- 1. Have been in business under present name for ____ years.**
- 2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:**

(Attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone Number</u>
----------------------------	-------------------------	----------------------------	----------------------------	---------------------------	-----------------------------

a

b

c

d

e

f.

4. Bank reference

<u>(Name)</u>
<u>(Bank)</u>
<u>(Address)</u>
<u>(Telephone No.)</u>

Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I have filed all state tax returns and paid all State Taxes Required under law.

The undersigned hereby certifies 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; 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.

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

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Division of Occupational Safety. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of our, as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Respectfully submitted:

Date: _____ **By:** _____ **(Signature)**

(Type Name of Bidder)

**(SEAL - if bid is
by a corporation)**

(Title)

(Business Address)

(City and State, Zip)

(Telephone & Fax Numbers)

00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between Town of Chilmark (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction work for the Menemsha Pier Connector Project off of Boathouse Road in Chilmark, Massachusetts. The Work generally consists of demolition and removal of approximately 500 feet by 13 feet of timber carway, its supporting structure, and approximately 500 feet of timber wave wall located under the carway at Menemsha Harbor West/Filled Dock, the installation of 499 feet of a concrete pier connector, 494 feet of wave wall (bulkhead) and 14 fender pilings.

The Invitation For Bids, the Bid, the Plans and Specifications are all incorporated into and are a part of this Agreement.

ARTICLE 2 ARCHITECT/ENGINEER

2.01 The Project has been designed by Kent A. Healy, PE who is hereinafter called ARCHITECT/ENGINEER who is to assume all duties and responsibilities, and have the rights and authority assigned to ARCHITECT/ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Dates for Substantial Completion and Final Payment

- A. The Work will commence promptly following the date hereof and will be substantially completed on or before May 1st, 2010, and completed and ready for final payment in accordance with the Contract Documents on or before May 15th, 2010. Time is of the essence in the performance of the Work, unless otherwise stated.

3.02 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 above. The parties also recognize the delays, expense, and

difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 3.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 3.01 for completion and readiness for final payment until the Work is completed and ready for final payment.

The CONTRACTOR's failure to deliver the required work by 7:00 a.m. of any day shall result in an assessment of liquidated damages for that entire day. The OWNER shall recover any liquidated damages to it by deducting such damage payments from any payments due to the CONTRACTOR under this Agreement and if such monies are insufficient to cover the full amount of liquidated damages due to the OWNER, the CONTRACTOR (or the surety) shall pay the balance due to the OWNER forthwith upon demand.

The assessment and/or collection by the OWNER of liquidated damages under this paragraph does not preclude other remedies of the OWNER under this Agreement or under law or equity. Allowing the CONTRACTOR to continue to finish the Work (or any portion of the Work) after the time specified for completion of the Work shall not operate as a waiver on the part of the OWNER or any of its rights under this Agreement.

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amount in current funds equal to the amounts stated in the CONTRACTOR's Bid Proposal which is \$_____. Payment is subject to appropriation or availability of funds. No extra work or charges that would increase the Contract Price shall be recognized or paid unless authorized in writing by OWNER in a form approved by OWNER ("Change Order") and using a pricing methodology (e.g. lump sum, unit price, fixed estimate or time and materials basis) acceptable to OWNER. The amount of the Change Order shall include the actual net increase or decrease in cost to CONTRACTOR or subcontractor(s) for performing the work covered by the change plus a reasonable amount for overhead and profit.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submitting and Processing of Payments

OWNER shall pay CONTRACTOR the Contract Price in current funds for the performance of the Work, subject to Change Order additions or deductions. CONTRACTOR shall request payment for each component of the Work in separate requisitions using forms approved by OWNER. Each requisition submitted by CONTRACTOR shall be of no effect until the part of the Work that is the subject of the requisition has been approved by OWNER.

CONTRACTOR shall submit partial waivers of lien (notarized with stamp or seal) for itself with any requisition for payment. OWNER reserves the right to require CONTRACTOR to submit partial waivers of lien (notarized with stamp or seal) from subcontractors with any requisition for payment in which such subcontractors are seeking payment for services performed. All lien waiver affidavits shall be in a form acceptable to OWNER.

5.02 Progress Payments; Retainage

Based upon approved requisitions OWNER shall make payment for and withhold retainage as provided in the applicable statute. Final payment, constituting the entire unpaid balance of the Contract Price, shall be paid by OWNER to CONTRACTOR within ninety (90) days after the following events have occurred: (i) the Work (including all punch listed and correctional work) has been completed and approved by OWNER; (ii) CONTRACTOR has delivered to OWNER operating and maintenance manuals and copies of all required specialized warranties, if any, and guarantees for operating systems (and other applicable portions of the Work) included in the Project; (iv) final unconditional, operating permits for any mechanical apparatus and licenses for any equipment have been obtained; and (v) final unconditional waivers of lien (notarized with stamp or seal) have been received from CONTRACTOR and each subcontractor.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work. CONTRACTOR shall comply with all Federal, State and local tax laws, social security acts, unemployment compensation acts and workmen's compensation acts and shall promptly make all payments due thereunder and under any legally mandated benefit requirements.

- D. CONTRACTOR has given ARCHITECT/ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to CONTRACTOR.
- E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- F. By executing the Contract Documents, the CONTRACTOR certifies under the pains and penalties of perjury pursuant to Chapter 62C, Section 49A(b) of the Massachusetts General Laws that the CONTRACTOR has complied with all of the laws of the Commonwealth of Massachusetts relating to taxes.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 Contents of Contract Documents

- A. The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:
 - 1. This Agreement (pages _____ to _____, inclusive).
 - 2. Exhibits to this Agreement as follows:
 - a. Exhibit "A"; Identification of Contract Drawings
 - b. Exhibit "B"; [Work Area Plan - TBD]
 - c. Exhibit "C"; [Utility Connection Plan - TBD]
 - d. Exhibit "D"; OWNER's Insurance Requirements
 - e. Exhibit "E"; Contract Supplement
 - 3. CONTRACTOR's Bid Proposal (pages _____ to _____, inclusive).
 - 4. Specifications consisting of separate Sections individually identified by number, title and numbered pages, as listed in the Table of Contents of the Project Manual.
 - 5. Addenda numbers ___ to ___, inclusive.
 - 6. Contract Drawings, as identified in Exhibit "A" to this Agreement.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments signed by OWNER and CONTRACTOR;
 - b. Work Change Directives;
 - c. Change Order(s) signed by OWNER and CONTRACTOR.

8. Contract Supplement containing applicable statutory requirements attached hereto as Exhibit E.

9. Prevailing Wage Rate Schedule.

B. There are no Contract Documents other than those listed above in this Article 7. The Contract Documents are a final, complete and exclusive integrated document containing all the covenants, stipulations and provisions agreed upon between the parties hereto, and that oral evidence of additional or inconsistent terms shall not be admissible to vary, contradict or add to the express terms of the Contract Documents.

C. The Contract Documents may only be amended, modified, or supplemented in writing signed by both OWNER and CONTRACTOR

ARTICLE 8 - MISCELLANEOUS

8.01 Terms

Terms used in this Agreement will have the meanings indicated in the Contract Documents.

8.02 Assignment of Contract

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

8.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. All

of the inserts, schedules and exhibits attached hereto are incorporated herein and made a part hereof as if set forth in full herein. Any other terms or provisions required by law to be incorporated in the Contract Documents are deemed incorporated herein as if set forth herein in full.

8.05 Dispute Resolution

All claims, disputes and other matters in question between the parties to the Contract, arising out of or relating to the Contract or the breach thereof, unless otherwise resolved by the parties shall be resolved by litigation in any court having appropriate jurisdiction.

8.06 Termination

OWNER may terminate the Agreement or suspend the Work at any time with or without cause. If the Agreement is terminated through no fault of CONTRACTOR, CONTRACTOR shall be paid for all Work completed to the date of such termination, and for reasonable out of pocket costs incurred as a result of such termination. If OWNER terminates the Agreement for cause then OWNER may recover its costs of rebidding and contracting for the completion of the Work including attorneys' fees and designer's fees, plus all costs and expenses (including attorneys' fees) of enforcing OWNER's rights under the Contract Documents. If such costs in the foregoing sentence exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER.

8.07 Indemnity

CONTRACTOR shall indemnify, defend and hold harmless OWNER and its agents and employees harmless from any and all liability, injury, loss, cost, damage or expense (including reasonable attorneys' fees), resulting from any breach of the Contract Documents or from any violation of legal restrictions on use of the Site or from any act, omission or negligence of CONTRACTOR, its affiliates, subsidiaries, parent, agents, employees or any independent contractor engaged directly or indirectly by CONTRACTOR in connection with the Work. This indemnity shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefit acts, nor by any limitation on the amount of CONTRACTOR's liability insurance.

8.08 Notices

All notices required under the Contract Documents shall be in writing and sent certified mail to the applicable address set forth in the Bid Proposal. If addressed to the OWNER, any such notice shall be sent to Town of Chilmark, POB 119, Chilmark, MA 02535, attention Tim Carroll.

8.09 Insurance Requirements

OWNER'S insurance requirements applicable to the Work are attached hereto as Exhibit "D". CONTRACTOR shall supply satisfactory evidence of such insurance to OWNER prior to undertaking the Work.

8.10 CONTRACTOR's Failure to Perform

In the event that CONTRACTOR shall fail to observe or perform any of the terms or conditions herein contained, OWNER may at its election, in addition to, and without prejudice to, any other rights of OWNER provided herein or pursuant to law, take possession of all materials, tools, appliances, equipment, construction equipment, machinery and vehicles, offices and other facilities on the Site, and all materials intended for the Work, wherever stored and may accept assignment of any or all subcontracts and contract out to other contractors such part or all of the Work as OWNER may determine, and exercise such other self-help remedies all at the expense of CONTRACTOR.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR _____

By _____

By _____

By _____

By _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Address for giving notices:

Address for giving notices:

License No. _____

(where applicable)

EXHIBIT A

IDENTIFICATION OF CONTRACT DRAWINGS

EXHIBIT B

WORK AREA PLAN

EXHIBIT C

UTILITY CONNECTION PLAN

EXHIBIT D

OWNER'S INSURANCE REQUIREMENTS

EXHIBIT E

CONTRACT SUPPLEMENT

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

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

and I further certify that a meeting of the Directors of said Company, duly called and held
on _____, at which
(Date of Meeting)

all Directors 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 vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

(Notary Seal)

My Commission Expires: _____
(Date)

SECTION 00620 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we

(Name of Contractor)

a _____
(Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and

(Surety)

of _____ State of _____ hereinafter
(City) (State)

called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of CHILMARK, Massachusetts, hereinafter called "Owner", in the penal sum of

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 2010 a copy of which is hereto attached and made a part hereof for the construction described as follows:

MENEMSHA PIER CONNECTOR, Menemsha Harbor, CHILMARK, MA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change,

extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2010.

ATTEST:

Principal

(Principal Secretary)

By: _____

(Address-Zip Code)

(SEAL)

Witness as to Principal

(Address-Zip Code)

ATTEST:

Surety

By: _____

(Attorney-in-Fact)

(Address-Zip Code)

(SEAL)

Witness as to Surety

(Address-Zip Code)

NOTE: If Contractor is a Partnership, all partners should execute Bond.

CERTIFICATE OF INSURANCE

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of CHILMARK (OWNER) and

1. Name of Insured: _____
2. Address of Insured: _____
3. Location and Description of Work: _____

Project Contract No. _____
Coverage and Limits of Liability
 (at least as shown below)

Bodily Injury Liability	Property Damage Liability
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Policy Number	Effective Date	Expiration Date	Each Occurrence	Each Aggregate	Occurrence	Aggregate
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A. Owners Protective Liability has been issued at the expense of Above Insured to Town of CHILMARK (Owner)

_____	_____	_____	\$1,000,000	\$3,000,000	\$1,000,000	\$3,000,000
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B. Comprehensive General Liability

_____	_____	_____	\$1,000,000	\$3,000,000	\$1,000,000	\$3,000,000
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Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations 4. Contractual as Below 5. Independent Contractors 6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability	Each Person	Each Accident	Each Accident
Including: 1. All Owned			
2. Hired	\$1,000,000	\$1,000,000	\$1,000,000
3. Non-owned			

D. Worker's Compensation

_____ Compensation Statutory State(s)
_____ Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability

_____ \$ _____ Aggregate

F. Builder's Risk Insurance - "All Risk" Completed Value Form

_____ \$ _____
_____ As Specified in Contract or Agreement

CONTRACTUAL LIABILITY

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify, and hold harmless OWNER and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense(s) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or any of its consultants, agents or employees by any employee of CONTRACTOR, and subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Policies B, C, D, and E shall remain in effect during the one year correction period.

Such insurance as is herein certified applies to all operations of the insured in connection with, and necessary and incidental to, the work herein described at the locations stated.

It is hereby understood and agreed that the above policies will not be restrictively amended, materially changed nor cancelled without 30 days advance notice by certified mail to OWNER.

**Authorized Representative Signature
(Include Evidence of Authorization)**

Address

00650-3

00800 Wage Rates



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

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

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: Town of Chilmark

Contract Number:

City/Town: CHILMARK

Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$43.830	12/01/2010	\$44.430	06/01/2011	\$45.180
	12/01/2011	\$45.840	06/01/2012	\$46.490	12/01/2012	\$47.520
(3 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$43.900	12/01/2010	\$44.500	06/01/2011	\$45.250
	12/01/2011	\$45.910	06/01/2012	\$46.560	12/01/2012	\$47.590
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$44.020	12/01/2010	\$44.620	06/01/2011	\$45.370
	12/01/2011	\$46.030	06/01/2012	\$46.680	12/01/2012	\$47.710
ADS/SUBMERSIBLE PILOT	08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760
AIR TRACK OPERATOR	06/01/2010	\$45.500	12/01/2010	\$46.750	06/01/2011	\$47.750
	12/01/2011	\$49.000				
ASBESTOS WORKER (PIPES & TANKS)	12/01/2009	\$40.250				
ASPHALT RAKER	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
	12/01/2011	\$48.500				
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2010	\$59.730	12/01/2010	\$60.980		
BACKHOE/FRONT-END LOADER	06/01/2010	\$59.730	12/01/2010	\$60.980		
BARCO-TYPE JUMPING TAMPER	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
	12/01/2011	\$48.500				
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2010	\$45.500	12/01/2010	\$46.750	06/01/2011	\$47.750
	12/01/2011	\$49.000				
BOILER MAKER	01/01/2010	\$55.850				
APPRENTICE: BOILERMAKER - Local 29						
Ratio	Step	1	2	3	4	5
1:5	%	65.00	65.00	70.00	75.00	80.00
						85.00
						90.00
						95.00
Apprentice wages shall be no less than the following:						
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97						
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2010	\$68.010	08/01/2010	\$69.910	02/01/2011	\$70.900
	08/01/2011	\$73.000	02/01/2012	\$73.990		
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford						
Ratio	Step	1	2	3	4	5
1:5	%	50.00	60.00	70.00	80.00	90.00
Apprentice wages shall be no less than the following:						
Step 1\$45.71/2\$50.17/3\$54.63/4\$59.09/5\$63.55						
BULLDOZER/GRADER/SCRAPER	06/01/2010	\$59.380	12/01/2010	\$60.630		
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2010	\$49.250	12/01/2010	\$50.500	06/01/2011	\$51.500
	12/01/2011	\$52.750				
CAISSON & UNDERPINNING LABORER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				
CAISSON & UNDERPINNING TOP MAN	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				

This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

TIMOTHY P. MURRAY
Lieutenant Governor

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: Town of Chilmark

Contract Number:

City/Town: CHILMARK

Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification	Effective Dates and Total Rates										
CARBIDE CORE DRILL OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250					
	12/01/2011	\$48.500									
CARPENTER	03/01/2010	\$59.800	09/01/2010	\$60.680	03/01/2011	\$61.550					
	09/01/2011	\$62.680	03/01/2012	\$63.800							
APPRENTICE: CARPENTER - Zone 1 Metro Boston											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$35.01/2\$38.71/3\$43.98/4\$45.83/5\$49.25/6\$49.25/7\$54.53/8\$54.53											
CEMENT MASONRY/PLASTERING	02/01/2010	\$66.200	08/01/2010	\$67.670	02/01/2011	\$68.440					
	08/01/2011	\$70.060	02/01/2012	\$70.830							
CHAIN SAW OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250					
	12/01/2011	\$48.500									
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2010	\$60.730	12/01/2010	\$61.980							
COMPRESSOR OPERATOR	06/01/2010	\$48.760	12/01/2010	\$49.690							
DELEADER (BRIDGE)	01/01/2010	\$63.410									
DEMO: ADZEMAN	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350					
	12/01/2011	\$51.600									
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2010	\$49.100	12/01/2010	\$50.350	06/01/2011	\$51.350					
	12/01/2011	\$52.600									
DEMO: BURNERS	06/01/2010	\$48.850	12/01/2010	\$50.100	06/01/2011	\$51.100					
	12/01/2011	\$52.350									
DEMO: CONCRETE CUTTER/SAWYER	06/01/2010	\$49.100	12/01/2010	\$50.350	06/01/2011	\$51.350					
	12/01/2011	\$52.600									
DEMO: JACKHAMMER OPERATOR	06/01/2010	\$48.850	12/01/2010	\$50.100	06/01/2011	\$51.100					
	12/01/2011	\$52.350									
DEMO: WRECKING LABORER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350					
	12/01/2011	\$51.600									
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2010	\$59.380	12/01/2010	\$60.630							
DIVER	08/01/2009	\$75.090	08/01/2010	\$77.440	08/01/2011	\$80.190					
DIVER TENDER	08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320					
DIVER TENDER (EFFLUENT)	08/01/2009	\$78.810	08/01/2010	\$82.330	08/01/2011	\$86.460					
DIVER/SLURRY (EFFLUENT)	08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760					
ELECTRICIAN	01/01/2010	\$51.510									
APPRENTICE: ELECTRICIAN - Local 223											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	42.00	45.00	48.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:											
1\$14.32/2\$15.03/3\$22.80/4\$26.22/5\$27.02/6\$29.06/7\$31.09/8\$33.12/9\$35.16/10\$37.19											
ELEVATOR CONSTRUCTOR	01/01/2010	\$65.190	01/01/2011	\$66.690	01/01/2012	\$68.190					

This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.



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Contract Number:

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Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification	Effective Dates and Total Rates									
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4										
Ratio	Step	1	2	3	4	5				
1:1	%	50.00	55.00	65.00	70.00	80.00				
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year				
Step 1\$44.47/2\$46.89/3\$51.73/4\$54.17/5\$58.99										
ELEVATOR CONSTRUCTOR HELPER					01/01/2010	\$51.330	01/01/2011	\$52.830	01/01/2012	\$54.330
FENCE & GUARD RAIL ERECTOR					06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
					12/01/2011	\$48.500				
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)					05/01/2010	\$56.950	11/01/2010	\$58.190	05/01/2011	\$59.430
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)					05/01/2010	\$41.520	11/01/2010	\$42.250	05/01/2011	\$42.980
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)					05/01/2010	\$58.320	11/01/2010	\$59.570	05/01/2011	\$60.820
FIRE ALARM INSTALLER					01/01/2010	\$51.510				
FIRE ALARM REPAIR / MAINTENANCE					01/01/2010	\$44.800				
FIREMAN (ASST. ENGINEER)					06/01/2010	\$53.760	12/01/2010	\$54.840		
FLAGGER & SIGNALER					06/01/2010	\$36.400	12/01/2010	\$36.400	06/01/2011	\$37.400
					12/01/2011	\$37.400				
FLOORCOVERER					03/01/2010	\$57.320	09/01/2010	\$58.070	03/01/2011	\$58.820
					09/01/2011	\$60.070	03/01/2012	\$61.320		
APPRENTICE: FLOORCOVERER - Local 2168 Zone II										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice rates shall be no less than the following:						Steps are 750 hrs.				
Step 1\$26.19/2\$27.86/3\$38.54/4\$40.21/5\$43.70/6\$45.37/7\$48.84/8\$50.51										
FORK LIFT/CHERRY PICKER					06/01/2010	\$59.730	12/01/2010	\$60.980		
GENERATOR/LIGHTING PLANT/HEATERS					06/01/2010	\$48.760	12/01/2010	\$49.690		
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)					06/01/2009	\$45.680				
APPRENTICE: GLAZIER - Local 1333										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	56.30	62.50	68.80	75.00	81.30	88.00	93.80	
Apprentice wages shall be no less than the following:										
Step 1\$30.77/2\$32.74/3\$34.73/4\$36.71/5\$38.70/6\$40.68/7\$42.66/8\$44.65										
HOISTING ENGINEER/CRANES/GRADALLS					06/01/2010	\$59.730	12/01/2010	\$60.980		
APPRENTICE: HOIST/PORT ENG - Local 4										
Ratio	Step	1	2	3	4	5	6	7	8	
1:6	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$30.40/2\$44.42/3\$46.33/4\$48.25/5\$50.16/6\$52.07/7\$53.99/8\$55.90										

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

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

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: Town of Chilmark

Contract Number:

City/Town: CHILMARK

Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification	Effective Dates and Total Rates					
HVAC (DUCTWORK)	04/01/2010	\$51.330	10/01/2010	\$52.330	04/01/2011	\$53.330
	10/01/2011	\$54.330	04/01/2012	\$55.330	10/01/2012	\$56.330
	04/01/2013	\$57.330				
HVAC (ELECTRICAL CONTROLS)	01/01/2010	\$51.510				
HVAC (TESTING AND BALANCING - AIR)	04/01/2010	\$51.330	10/01/2010	\$52.330	04/01/2011	\$53.330
	10/01/2011	\$54.330	04/01/2012	\$55.330	10/01/2012	\$56.330
	04/01/2013	\$57.330				
HVAC (TESTING AND BALANCING -WATER)	03/01/2010	\$58.120				
HVAC MECHANIC	03/01/2010	\$58.120				
HYDRAULIC DRILLS	06/01/2010	\$45.500	12/01/2010	\$46.750	06/01/2011	\$47.750
	12/01/2011	\$49.000				
INSULATOR (PIPES & TANKS)	09/01/2009	\$54.290	09/01/2010	\$56.350		
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA						
Ratio	Step	1	2	3	4	
1:4	%	50.00	60.00	70.00	80.00	
Apprentice wages shall be no less than the following:			Steps are 1 year			
Step 1 \$34.97/2\$38.83/3\$42.70/4\$46.56						
IRONWORKER/WELDER	05/31/2010	\$50.800	01/03/2011	\$50.800	05/30/2011	\$50.800
	01/02/2012	\$50.800				
APPRENTICE: IRONWORKER - Local 37						
Ratio	Step	1	2	3	4	5
1:5	%	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:						
Step 1 \$41.76/2\$43.26/3\$44.78/4\$46.30/5\$47.82/6\$49.33						
JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
	12/01/2011	\$48.500				
LABORER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				
APPRENTICE: LABORER - Zone 2						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1 \$33.61/2\$36.40/3\$39.18/4\$41.97						
LABORER: CARPENTER TENDER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				
LABORER: CEMENT FINISHER TENDER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
	12/01/2011	\$48.250				

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Lieutenant Governor

As determined by the Commissioner under the provisions of the
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GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: Town of Chilmark

Contract Number:

City/Town: CHILMARK

Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification	Effective Dates and Total Rates								
LABORER: MASON TENDER	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250			
	12/01/2011	\$48.500							
LABORER: MULTI-TRADE TENDER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000			
	12/01/2011	\$48.250							
LABORER: TREE REMOVER	06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000			
	12/01/2011	\$48.250							
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.									
LASER BEAM OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250			
	12/01/2011	\$48.500							
MARBLE & TILE FINISHERS	02/01/2010	\$56.950	08/01/2010	\$58.470	02/01/2011	\$59.270			
	08/01/2011	\$60.950	02/01/2012	\$61.740					
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following: Steps are 800 hrs.									
Step 1 \$39.66/2\$43.11/3\$46.57/4\$50.03/5\$53.49									
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2010	\$68.050	08/01/2010	\$69.950	02/01/2011	\$70.940			
	08/01/2011	\$73.040	02/01/2012	\$74.030					
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1 \$45.73/2\$50.19/3\$54.66/4\$59.12/5\$63.59									
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2010	\$29.590	07/01/2011	\$30.290					
MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2010	\$59.380	12/01/2010	\$60.630					
MECHANICS MAINTENANCE	06/01/2010	\$59.380	12/01/2010	\$60.630					
MILLWRIGHT (Zone 2)	04/01/2010	\$53.990							
APPRENTICE: MILLWRIGHT - Local 1121 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following:									
Step 1 \$33.70/2\$35.28/3\$38.33/4\$39.91/5\$42.96/6\$44.55/7\$46.16/8\$47.74									
MORTAR MIXER	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250			
	12/01/2011	\$48.500							
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2010	\$42.430	12/01/2010	\$43.170					
OILER (TRUCK CRANES, GRADALLS)	06/01/2010	\$45.500	12/01/2010	\$46.330					
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2010	\$59.380	12/01/2010	\$60.630					
PAINTER (BRIDGES/TANKS)	01/01/2010	\$63.410							

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Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: Town of Chilmark

Contract Number:

City/Town: CHILMARK

Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification		Effective Dates and Total Rates									
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1 \$29.31/2\$34.43/3\$36.85/4\$39.27/5\$48.89/6\$51.31/7\$53.73/8\$58.57											
PAINTER (SPRAY OR SANDBLAST, NEW) *						01/01/2010	\$54.310				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1 \$24.76/2\$31.85/3\$33.55/4\$32.24/5\$44.14/6\$45.83/7\$47.53/8\$50.92											
PAINTER (SPRAY OR SANDBLAST, REPAINT)						01/01/2010	\$52.370				
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1 \$23.79/2\$30.78/3\$32.38/4\$33.98/5\$42.78/6\$44.38/7\$45.98/8\$49.17											
PAINTER (TRAFFIC MARKINGS)						06/01/2010	\$44.750	12/01/2010	\$46.000	06/01/2011	\$47.000
						12/01/2011	\$48.250				
PAINTER / TAPER (BRUSH, NEW) *						01/01/2010	\$52.910				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1 \$23.86/2\$28.43/3\$30.31/4\$32.18/5\$41.26/6\$43.13/7\$45.01/8\$48.76											
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2010	\$50.970				
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1 \$22.89/2\$27.36/3\$29.14/4\$30.92/5\$39.90/6\$41.68/7\$43.46/8\$47.01											
PANEL & PICKUP TRUCKS DRIVER						06/01/2010	\$43.660	12/01/2010	\$44.260	06/01/2011	\$45.010
						12/01/2011	\$45.670	06/01/2012	\$46.320	12/01/2012	\$47.350
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
PILE DRIVER						08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320

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Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: Town of Chilmark

Contract Number:

City/Town: CHILMARK

Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification	Effective Dates and Total Rates									
APPRENTICE: PILE DRIVER - Local 56 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00	
Apprentice wages shall be no less than the following:										
Step 1\$45.35/2\$47.21/3\$49.07/4\$50.93/5\$52.79/6\$54.64/7\$56.50/8\$58.36										
PIPELAYER					06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
					12/01/2011	\$48.500				
PLUMBER & PIPEFITTER					03/01/2010	\$58.120				
APPRENTICE: PLUMBER/PIPEFITTER - Local 51										
Ratio	Step	1	2	3	4	5				
1:5	%	40.00	50.00	60.00	70.00	80.00				
Apprentice wages shall be no less than the following:										
Step 1\$25.15/2\$28.59/3\$32.07/4\$47.83/5\$51.25										
PNEUMATIC CONTROLS (TEMP.)					03/01/2010	\$58.120				
PNEUMATIC DRILL/TOOL OPERATOR					06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
					12/01/2011	\$48.500				
POWDERMAN & BLASTER					06/01/2010	\$45.750	12/01/2010	\$47.000	06/01/2011	\$48.000
					12/01/2011	\$49.250				
POWER SHOVEL/DERRICK/TRENCHING MACHINE					06/01/2010	\$59.730	12/01/2010	\$60.980		
PUMP OPERATOR (CONCRETE)					06/01/2010	\$59.730	12/01/2010	\$60.980		
PUMP OPERATOR (DEWATERING, OTHER)					06/01/2010	\$48.760	12/01/2010	\$49.690		
READY-MIX CONCRETE DRIVER					06/01/2008	\$28.310				
RECLAIMERS					06/01/2010	\$59.380	12/01/2010	\$60.630		
RESIDENTIAL WOOD FRAME CARPENTER **					04/01/2009	\$38.870				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.										
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.										
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:5	%	60.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$22.08/2\$27.99/3\$29.35/4\$30.71/5\$32.07/6\$33.43/7\$34.79/8\$36.15										
RIDE-ON MOTORIZED BUGGY OPERATOR					06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
					12/01/2011	\$48.500				
ROLLER/SPREADER/MULCHING MACHINE					06/01/2010	\$59.380	12/01/2010	\$60.630		
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)					02/01/2009	\$53.860				

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Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
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JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: Town of Chilmark

Contract Number:

City/Town: CHILMARK

Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification	Effective Dates and Total Rates											
APPRENTICE: ROOFER - Local 33												
Ratio	Step	1	2	3	4	5						
**	%	50.00	60.00	65.00	75.00	85.00						
** 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.						
Apprentice rates no less than: Step 1\$34.48/2\$40.86/3\$42.58/4\$46.02/5\$49.50												
SHEETMETAL WORKER							04/01/2010	\$51.330	10/01/2010	\$52.330	04/01/2011	\$53.330
							10/01/2011	\$54.330	04/01/2012	\$55.330	10/01/2012	\$56.330
							04/01/2013	\$57.330				
APPRENTICE: SHEET METAL WORKER - Local 17-B												
Ratio	Step	1	2	3	4	5						
1:4	%	45.00	55.00	65.00	75.00	85.00						
Apprentice wages shall be no less than the following:						Steps are 2000 hrs.						
Step 1\$15.75/2\$26.51/3\$35.36/4\$37.38/5\$46.40/6\$55.63												
SIGN ERECTOR							06/01/2009	\$37.780				
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2												
Ratio	Step	1	2	3	4	5	6	7	8	9		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
Steps are 4 mos.												
SLATE / TILE / PRECAST CONCRETE ROOFER							02/01/2009	\$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS							06/01/2010	\$44.120	12/01/2010	\$44.720	06/01/2011	\$45.470
							12/01/2011	\$46.130	06/01/2012	\$46.780	12/01/2012	\$47.810
SPECIALIZED EARTH MOVING EQUIP > 35 TONS							06/01/2010	\$44.410	12/01/2010	\$45.010	06/01/2011	\$45.760
							12/01/2011	\$46.420	06/01/2012	\$47.070	12/01/2012	\$48.100
SPRINKLER FITTER							01/01/2010	\$54.430				
APPRENTICE: SPRINKLER FITTER - Local 669												
Ratio	Step	1	2	3	4	5	6	7	8	9	10	
1:1	%	50.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following Steps:												
1\$26.73/2\$26.73/3\$33.00/4\$34.83/5\$41.91/6\$43.74/7\$45.57/8\$47.40/9\$49.24/10\$51.07												
STEAM BOILER OPERATOR							06/01/2010	\$59.380	12/01/2010	\$60.630		
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN							06/01/2010	\$59.380	12/01/2010	\$60.630		
TELECOMMUNICATION TECHNICIAN							01/01/2010	\$44.800				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 223												
Ratio	Step	1	2	3	4	5	6	7	8	9	10	
1:1	%	40.00	42.00	45.00	48.00	50.00	55.00	60.00	65.00	70.00	75.00	
Apprentice wages shall be no less than the following Steps:												
1\$18.51/2\$19.10/3\$19.99/4\$27.37/5\$27.97/6\$29.44/7\$30.92/8\$32.39/9\$33.87/10\$35.35												

This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Prevailing Wage Rates

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

Awarding Authority: Town of Chilmark

Contract Number:

City/Town: CHILMARK

Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification	Effective Dates and Total Rates					
TERRAZZO FINISHERS	02/01/2010	\$66.950	08/01/2010	\$68.850	02/01/2011	\$69.840
	08/01/2011	\$71.940	02/01/2012	\$72.930		
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile						
Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00
Apprentice wages shall be no less than the following:			Steps are 800 hrs			
Step 1\$45.18/2\$49.53/3\$53.89/4\$58.24/5\$62.60						
TEST BORING DRILLER	06/01/2010	\$49.500	12/01/2010	\$50.750	06/01/2011	\$51.750
	12/01/2011	\$53.000				
TEST BORING DRILLER HELPER	06/01/2010	\$48.220	12/01/2010	\$49.470	06/01/2011	\$50.470
	12/01/2011	\$51.720				
TEST BORING LABORER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				
TRACTORS/PORTABLE STEAM GENERATORS	06/01/2010	\$59.380	12/01/2010	\$60.630		
TRAILERS FOR EARTH MOVING EQUIPMENT	06/01/2010	\$44.700	12/01/2010	\$45.300	06/01/2011	\$46.050
	12/01/2011	\$46.710	06/01/2012	\$47.360	12/01/2012	\$48.390
TUNNEL WORK - COMPRESSED AIR	06/01/2010	\$60.680	12/01/2010	\$61.930	06/01/2011	\$63.180
	12/01/2011	\$64.430				
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2010	\$62.680	12/01/2010	\$63.930	06/01/2011	\$65.180
	12/01/2011	\$66.430				
TUNNEL WORK - FREE AIR	06/01/2010	\$52.750	12/01/2010	\$54.000	06/01/2011	\$55.250
	12/01/2011	\$56.500				
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2010	\$54.750	12/01/2010	\$56.000	06/01/2011	\$57.250
	12/01/2011	\$58.500				
VAC-HAUL	06/01/2010	\$44.120	12/01/2010	\$44.720	06/01/2011	\$45.470
	12/01/2011	\$46.130	06/01/2012	\$46.780	12/01/2012	\$47.810
WAGON DRILL OPERATOR	06/01/2010	\$45.000	12/01/2010	\$46.250	06/01/2011	\$47.250
	12/01/2011	\$48.500				
WASTE WATER PUMP OPERATOR	06/01/2010	\$59.730	12/01/2010	\$60.980		
WATER METER INSTALLER	03/01/2010	\$58.120				
Marine Drilling						
BLASTER	10/01/2005	\$35.730				
BOAT CAPTAIN	10/01/2005	\$30.270				
BOAT MASTER	10/01/2005	\$31.890				
CORE DRILLER	10/01/2005	\$28.630				
CORE DRILLER HELPER	10/01/2005	\$26.480				
DRILLER	10/01/2005	\$35.200				
ENGINEER	10/01/2005	\$35.190				
HELPER	10/01/2005	\$30.670				
MACHINIST	10/01/2005	\$34.330				

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

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



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: Town of Chilmark

Contract Number:

City/Town: CHILMARK

Description of Work: Repair/Replace 300 feet of dock belonging to the Town of Chilmark in Menemsha Harbor that was damaged by the 7/12/10 fire that destroyed the US Coast Guard boathouse.

Job Location: Menemsha Harbor, Chilmark

Classification	Effective Dates and Total Rates	
OILER - MARINE DRILLING	10/01/2005	\$30.670
TUG DECKHAND	10/01/2005	\$25.840
WELDER	10/01/2005	\$34.330

Additional Apprentices 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. Apprenticeship 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, Section 11.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- **** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1-2 JM: 1 APP; 3-4 JM: 2 APP; 5 JM: 3 APP; 6-7 JM: 4 APP; 8 JM: 5 APP; etc.

This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.

00850

Massachusetts General Laws Chapter 30 § 39M

[Text of section applicable as provided by 2009, 30, Secs. 14, 15 and 46.]

Section 39M. (a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, 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 ten thousand dollars, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection one of section forty-four A of chapter one hundred and forty-nine, estimated to cost more than \$25,000 but not more than \$100,000, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read by such awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such bid deposit shall be five per cent of the value of the bid. Any person submitting a bid under this section shall, on such bid, certify as follows:

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

_____ (Name of person signing bid)

_____ (Company) This paragraph shall not apply

to the award of any contract subject to the provisions of sections forty-four A to forty-four J, inclusive, of chapter one hundred and forty-nine and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency caused by enemy attack, sabotage or other such hostile actions or resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or specific law, award contracts otherwise subject to this paragraph to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least

equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials.

(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than twenty-five thousand dollars awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B.

(e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

GENERAL

The burned 500' long timber connector to the Menemsha filled pier and the attached timber bulkhead are to be removed and replaced in the same location by a 15' wide connector constructed of precast reinforced concrete planks resting on 15' long pile caps of steel wide flange beams welded to the tops of 32 pairs of 12.75" O.D. concrete filled steel pipe piles that had been driven at least 30 feet and to the required dynamic resistance of 90 tons, into the medium dense sand bottom that is about 6' below mean sea level. The logs and locations of test borings made in 1967 are shown on the drawings. The design load of the piles is 30 tons each.

16' long fiber glass reinforced plastic interlocking sheets are to be driven about 6 feet into the sand and attached to a wood wale attached to the western row of steel piles. This sheeting is to replace the timber bulkhead along the 500' length of the proposed connector.

The remains of the timber connector and bulkhead are to be removed and disposed of off site.

The timber bulkhead prevents sand from being deposited into Menemsha Basin and the proposed plastic sheet bulkhead must be installed within 60 days of the start of the removal of the timber bulkhead.

There are boulders along the existing connector that must be moved to allow placement of the piles and bulkhead. These boulders may be placed close by between the pile piers under the new connector pier.

The temporary pedestrian walkway will be disassembled, so as to recycle the materials to greatest extent possible, delivered to a town facility in Chilmark, and stacked neatly as directed by the town. The town intends to reuse the plywood sheets for various purposes.

STEEL PIPE PILES

Steel pipe piles 12.75" O.D. with ½" wall thickness conforming to ASTM A252 Grade 2, with a ¾" thick 12.5" diameter plate welded to the bottom, shall be driven, within 2" of the location shown on the plan, to an embedment of at least 30 feet into the sand and to a resistance, as measured by a single acting or double acting impact hammer having striking parts weighing more than 3000 pounds and an energy per blow of more than 13,000 foot pounds and calculated using the modified "Gates" dynamic formula for ultimate resistance of 90 tons (3 times the design load).

The first two piles driven are to be "tested" by driving the last two feet with a single or double acting impact hammer as described above and the dynamic resistance measured with a Mode GC pile driving analyzer (PDA) by Goble, Raushe, Likins and Associates, Inc. Cleveland, Ohio, or approved equal. The equipment shall be complete with all pertinent peripheral equipment necessary to complete and record the test data and complete the analysis of the pile capacity. The dynamic test are to be made by the Contractor's engineer who shall be registered in the Commonwealth of Massachusetts as a Professional Engineer and shall be experienced in the use of the PDA. The dynamic resistance of the two piles, as measured with the PDA, will allow the Engineers to evaluate the efficiency of the impact hammer and the effectiveness of the vibratory equipment. The results will be given to the design engineer for approval. The remaining piles may be installed with a vibratory, single acting or double acting hammer. Jetting or pre augering will not be allowed.

If the piles are to be driven with a vibratory hammer, every 20th pile shall have the final two feet of embedment driven with a single or double acting impact hammer, as described above, to judge the effectiveness of the vibratory equipment. A minimum embedment of 30 feet is needed for lateral strength. If more than a 50 foot length of pipe is needed to achieve an ultimate resistance of 90 tons, as calculated by the modified "Gates" formula, additional lengths shall be welded on with a full penetration butt weld by a Massachusetts licensed welder, and the piles driven further. The additional length of piling will be paid for

on a separate price per foot basis.

Each pile must be approved by the owners Engineer. After the piles have been approved by the Engineer, they are to be cut off at the correct elevation $\pm 1/8''$ and filled to the top with Portland cement concrete having a 28 day strength of 4000 lb/in². There shall be no water in the piles when the concrete is placed and the concrete shall be protected from freezing for 2 days.

BULKHEAD

To reduce any scouring or sediment deposit while the bulkhead is gone, the fiberglass reinforced plastic sheeting must be installed within 60 days of removal of the timber bulkhead. 8" x 8" Wolmanized (ACQ 0.6) yellow pine wales are to be attached to the western line of pipe piles and sixteen foot long sections of "Shore Guard" CG-50 or equal are to be driven into the sand against the wales and attached as shown.

PILE CAPS

The pile caps are to 14" x 14" 132 lb/ft 15ft. long ASTM A252 Grade 2 steel wide flange beams, with stiffeners welded on as shown, welded to the tops of each pair of steel pipe piles, within the tolerances shown on the drawings. The top of the pile cap beams shall be at the correct elevation within 1/8" in both directions. All welding is to done by a Massachusetts licensed welder.

PRECAST CONCRETE DECK PLANKS

Forty three 31'-11 1/2" long by 5' wide by 1' thick and four 15'-11 1/2" long by 5' wide by 1' thick reinforced Portland cement concrete planks, cast and cured as shown on the plans, are to placed as shown, on the pile caps. The planks must be certified by a licensed professional engineer as having been manufactured in accordance with the plans and specifications. A 1/4" thick by 16" wide by 15' long band of neoprene seating material is to be placed on the steel pile cap prior to placement of the concrete planks. A 1/2" gap is to be left between the ends of the concrete planks to allow thermal expansion. This gap is to be filled with a backer rod and an approved elastomeric joint filler. A 1/2" polypropylene pull rope is to be inserted through each of the six 500' long 4" conduits to allow installation of utilities. Holes are to be drilled, down through the 1 1/2" holes cast in the planks, through the flanges of the pile caps. The planks are to be bolted to the piles caps with galvanized bolts, washers and double nuts.

CAST IN PLACE CONCRETE CONNECTION SLABS

Cast in place reinforced concrete connection slabs with conduits cast in are to be constructed at the angle junction and at the south end of the connector, as shown on the plans. All reinforcing to be Grade 60 deformed reinforcing bar. Concrete to be 28 day 4000 lb/in² air entrained concrete kept above 50 F and moist for 5 days after placement. The pull ropes are to be continuous through all conduits. Prior to construction of the south cast in place slab, a steel sheet pile cofferdam is to be driven to contain the earth and loose material under the slab and to provide permanent vertical support for the cast in place slab. Boulders and rip rap may need to be removed to allow placement of the steel sheeting. The soil within the cofferdam must be compacted to support the concrete during casting.

CAP LOGS AND RAILINGS

8" wide by 8" high Wolmanized (ACQ 0.6) yellow pine cap logs are to be bolted with drilled in and epoxied galvanized studs on the edges of the outside concrete planks. A four foot high galvanized pipe railing system with 4"x4" plastic coated wire mesh attached, is to be bolted with drilled in and epoxied bolts to the sides of

the outside planks.

GREEN HEART FENDER PILES

Fourteen 50 ft. long green heart piles to be driven approximately 30 ft. into the bottom along the westerly side of the connector pier from the south end of the green dock southerly to the angle point in the connector pier. Each fender pile shall line up with a pile cap and 1 ft. away from the connector pier. The top of each fender pile shall be at elevation +12 and shall be banded with a 2" stainless strap.

BASIS OF PAYMENT LUMP SUM BID

Mobilization and demobilization	Lump Sum
Removal and disposal off site of burned timber connector and bulkhead	Lump Sum
Sixty four- 50' (3200') long 12.75" O.D. with 1/2" wall thickness pipe piles with 3/4" thick by 12 1/2" diameter plate welded to bottom, each driven a minimum of 30 feet into bottom and to a dynamic resistance of 90 tons, as measured by five dynamic tests and filled with concrete. (dynamic resistance of the first two piles measured with PDA equipment)	Lump Sum
Thirty two wide flange steel pile caps with stiffeners Welded in place.	Lump Sum
494 running feet of 16' long fiberglass reinforced bulkhead sheeting driven into sand and attached to piles with Wolmanized wood wales	Lump Sum
43 - 31'-11 1/2" by 5' by 1' precast concrete planks in place on pile caps and 4 - 15'-11 3/4" by 5' by 1' Precast concrete planks in place	Lump Sum
75 running feet of 20' long PZ C 12 driven 12 feet into bottom to form cofferdam at south end of connector and the bulkhead along the concrete vault	Lump Sum
Cast in reinforced concrete connector slab at angle junction	Lump Sum
Cast in place reinforced concrete connector slab at south end of connector	Lump Sum
974 feet of pipe railing and wire mesh in place	Lump Sum
14 green heart 50' long fender piles in place	Lump Sum

TOTAL CONTRACT BID

Total Lump Sum

PAYMENT FOR ADDITIONAL WORK PER ITEM

Pipe piling, material and work for driving more than 40 ft per pile.	Per foot
Welded splice in pipe pile	Per splice
Driving a pile two feet with Impact Hammer, In addition to the driving of the five piles described in the base bid.	Per Pile
Measuring dynamic resistance with Impact Hammer and PDA equipment	Per Pile
Float Access Platform with railing and gangway attachment, materials and installation	Lump sum
Repair and re-attachment of the long gangway with a new hinge system at the north end of the floating pier.	Lump sum
Additional 50' greenheart fender pile in place	Per Pile
To remove a greenheart guide pile and re-drive it in place as a replacement to a broken or damaged slip tie off pile	Per Pile
To install concrete filled steel guide pile, 12.75" O.D. with 1/2" wall thickness 50' long, conforming to ASTM A252 Grade 2, with a 3/4" thick 12.5" diameter plate welded to the bottom, driven to a minimum of 30 feet of embedment and epoxy coated for the upper 20 ft. The final top elevation shall be EL = +11.0'.	Per Pile
To weld on a steel pipe pile extension to an existing steel guide pile, fill it with concrete and epoxy coat it, to bring the top elevation up to EL = +11.0' (this will be a ±3' extension).	Per Extension

PAYMENT FOR ADDITIONAL WORK PER ITEM

Pipe piling, material and work for driving more than 40 ft per pile.	Per foot
Welded splice in pipe pile	Per splice
Driving a pile two feet with Impact Hammer, In addition to the driving of the five piles described in the base bid.	Per Pile
Measuring dynamic resistance with Impact Hammer and PDA equipment	Per Pile
Float Access Platform with railing and gangway attachment, materials and installation	Lump sum
Repair and re-attachment of the long gangway with a new hinge system at the north end of the floating pier.	Lump sum

Additional 50' green heart fender pile in place

Per Pile

To remove the 15 greenheart float guide piles and use them to replace the broken or damaged slip tie-off piles within the same float system.

To replace the guide piles with concrete filled steel guide piles, 12.75" O.D. with 1/2" wall thickness 50' long, conforming to ASTM A252 Grade 2, with a 3/4" thick 12.5" diameter plate welded to the bottom, driven to a minimum of 30 feet of embedment. The final top elevation shall be EL = +12.0'.

Lump Sum