

**TOWN OF SUDBURY
CONTRACT**

The Sudbury Housing Trust, a municipal entity under M.G.L. c.44 § 55C, "Owner", and _____, "Contractor", hereby agree as follows:

1. DEFINITIONS

- a) "Owner": Sudbury Housing Trust, 278 Old Sudbury Road, Sudbury, Telephone (978-639-3388) with Beth Rust, Community Housing Specialist acting as principal contact on this project.
- b) "Contractor": _____, with principal address at _____, with _____ acting as principal contact on this project.

2. WORK

The Contractor shall furnish at his own proper cost and expense all materials, supplies, machinery, equipment, appliances, accessories, tools, superintendence, labor, insurance, and other items and services necessary to complete the demolition work as described in the Contract Documents. All work shall be performed at the 278 Maynard Road site in accordance with any and all specifications therefore, including any revisions thereto and incorporated herein pursuant to paragraph 3 hereof.

3. CONTRACT DOCUMENTS

This Contract together with the following documents constitute the entire agreement between the parties and any documents not appended to this Contract are hereby incorporated by reference:

- a) Request for Quotations, posted 7/11/08;
- b) Additional information provided _____;
- c) Contractor's Quotation dated _____;
- d) Contractor's completed Certificate of Taxes/Tax Attestation;
- e) Minimum Wage Rates (Prevailing Wage Rates);
- f) Payment of Labor and Materials Bond or other surety;
- g) Change Orders executed after the commencement of work.

4. REQUIREMENTS

This Contract shall be deemed to include all terms required to be included by the Massachusetts General Laws, as though such terms were set forth in full herein.

5. CONDITIONS OF EMPLOYMENT

- a) The Contractor agrees to pay laborers and tradesmen to be employed on the project wages in an amount no less than the applicable minimum wage rates (hereinafter prevailing wage rates) established for the project by the Massachusetts Division of Labor and Workforce Development, Division of Occupational Safety. The Contractor 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 or as a result of (1) the failure of the Contractor's bid to be based upon the payment of said applicable prevailing wage rates or (2) the failure of the Contractor to pay laborers employed on the project the said applicable prevailing wage rates.
- b) In accordance with the requirements of M.G.L. c. 149, §27B, the Contractor and all of his subcontractors shall keep a record of hours and wages paid laborers employed on the project and shall submit copies of such records on a weekly basis to the Owner.

6. PERMITS AND REGULATIONS

- a) Permits and licenses necessary for the completion of the work shall be secured by the Contractor.
- b) The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications are at variance therewith, he shall promptly notify the Town in writing, and any necessary changes shall be made. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Town, he shall bear all costs arising therefrom.

7. COMPLIANCE WITH LAW

The Contractor shall comply with all federal, state and local laws and regulations applicable to this Contract, including the provisions of the

Occupational Safety and Health Act and the regulations of the United States Department of Labor.

8. OWNERSHIP OF DOCUMENTS

All plans, documents and any data, in whatever form, prepared by the Contractor for submission to the Town shall become the property of the Town.

9. PAYMENT

- a) In consideration of the performance of such acts and services, the Town shall pay the Contractor the sum of _____ (\$ ____).
- b) Upon completion of all work required under the Contract as awarded, said completion to be to the satisfaction of the Awarding Authority, payment to the Contractor of ninety-five (95%) of the contract will be made. The remaining five percent (5%) shall be retained for not more than sixty (60) days and, if no defects in the work performed, said retained amount shall thereupon be paid over to the Contractor.

10. SITE CONDITIONS

All work described in the Request for Quotations is intended to indicate accurately the scope of the work to be completed. It is not, however, intended to show every detail necessary for every difficulty that may be encountered to carry out the true intent and purpose of such plans and specification. The Contractor shall carefully examine all plans and/or permits available in Town offices, visit the site of the work, and fully inform himself of all conditions which may affect the work or project cost. Submission of a quotation shall constitute acceptance of the site of the work and an understanding of the complete scope of work. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. No subsequent allowance shall be made for existing conditions not specifically excluded by the contractor at the time of quotation submission.

11. QUALITY OF WORK

The Contractor represents that he has sufficient ability, experience and expertise to complete all work on the project in accordance with the requirements contained herein. The Contractor shall check and verify all field measurements and conditions. The contractor shall furnish competent workers and services for all parts of the project. All work shall

be subject to inspection by the town or its authorized representative and, if judged not in conformance herewith, shall be subject to rejection and shall be corrected at no extra cost to the Town.

12. COORDINATION

Prior to the commencement of the project, the Contractor shall submit an overview of the project schedule and shall confer with the Sudbury Housing Trust as provided in the Request for Quotations.

13. TIMELY PERFORMANCE

- a) The Contractor shall provide sufficient personnel to perform the work in a prompt and continuous manner.
- b) Contractor shall commence work upon notice to proceed and shall complete all work under this contract prior to August 8, 2008, or as otherwise agreed.
- c) The Contractor shall immediately notify the Town of any difficulties or delays that will prevent completion by the scheduled completion date.

14. PROTECTION OF AFFECTED AREAS

- a) Contractor shall protect the site from unauthorized entry during the process of demolition.
- b) No welding torch or other open flame shall be used within the work area without a fire watch with an appropriate fire extinguisher. During welding operations, all surfaces below where sparks may fall shall be completely protected with non-combustible blankets. The Sudbury Fire Department shall be contacted as to requirements for any welding operation.
- c) Contractor is responsible for the hiring and payment of Police Paid Detail in accordance with the applicable wage rates, if recommended by the Police Chief.

15. REMOVAL AND DISPOSAL OF MATERIALS

The Contractor shall remove all debris generated during the project from the site for disposal in an EPA-approved landfill acceptable to authorities having jurisdiction.

16. INSURANCE

- a) The Contractor shall maintain insurance in accordance with the Schedule provided and attached hereto, naming the Town as an additional insured with regard to liability insurance.
- b) The Contractor understands that stored equipment is entirely at his risk, including damage or loss through fire and theft, and he will be held responsible and liable for its safety. It shall be the Contractor's responsibility to purchase and maintain such other insurance coverage as he may deem necessary.

17. SURETY

The successful Contractor to whom the contract is awarded shall provide a labor and materials bond to the Town through a bonding company authorized to do business in the Commonwealth of Massachusetts, or other surety acceptable to the Town, in the amount of 50% of the quoted price.

18. INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless the Town and all of its officers, agents and employees against all costs, damages, suits and claims of liability of every name and nature arising out of the negligence or intentional wrongful act of the Contractor in the performance of this Contract and shall indemnify the Town for any third-party claim arising out of injuries to Contractor's employees or others performing services for the Contractor directly or indirectly.

19. WORK TO BE PERFORMED BY OWNER

The Sudbury Housing Trust shall be responsible for filling all excavated areas at the conclusion of the project.

20. TERMINATION

By seven (7) days written notice to the Contractor, the Town may terminate this contract at any time. If any such termination shall occur without the fault of the Contractor, all compensation and reimbursement due to the Contractor up to the date of termination, in accordance with all Contract terms, including proportionate payment for completed portions of uncompleted work, shall be paid to the Contractor by the Town. Such payment shall not exceed the fair value of the work, as the Town shall determine.

21. NOTICES

Any notice required under this Contract to be given by the Town to the Contractor, or by the Contractor to the Town, shall be by certified mail, postage prepaid by, respectively, the Town to the Contractor at the address specified for the Contractor on Page 1 hereof, and the Contractor to the Sudbury Housing Trust to the attention of Beth Rust, Community Housing Specialist, 278 Old Sudbury Road, Sudbury, MA 01776.

22. NO WAIVER

Neither the Town's review, acceptance of, nor payment for any work furnished hereunder, shall constitute a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract. The Town's failure in any instance to insist upon the Contractor's full compliance with the requirements of this Contract shall not operate as a waiver of the right to demand full compliance in the future, nor an acceptance of less than full compliance.

Executed this _____ day of _____, 2008.

SUDBURY HOUSING TRUST

CONTRACTOR

By:

By:
Title:

INSURANCE SCHEDULE

1. General Liability
Bodily Injury and Property Damage Liability \$1,000,000
Combined Single Limit Annual Aggregate \$2,000,000

2. Automobile Liability \$1,000,000 Bodily Injury and Property
Damage per accident

3. Umbrella Liability \$1,000,000/occurrence;\$1,000,000/aggregate

4. Workers' Compensation coverage as required by law.

The Town of Sudbury shall be listed as an "Additional Insured" on the General Liability, Automobile Liability, and Umbrella Liability policies.

CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security Number, or
Federal Identification Number

Signature of Individual, or
Corporation Name

By: _____
Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL

CERTIFICATE OF VOTE

I, _____, Clerk of _____, hereby certify that at a meeting of the Board of Directors of said Corporation duly held on _____, 20__, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____ (name of Officer authorized to sign for Corporation) be and he/she is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation; the execution of any such contract, _____ bond or obligations by said _____ (name of Officer) to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of the Corporation for all purposes, and that a certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the Town of Sudbury; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such Directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Sudbury."

I further certify that _____ (Name of Officer) is the duly elected _____ (Title) of said Corporation.

Signed: _____
Clerk/Secretary

Place of Business

Date of Contact

AFFIX CORPORATE SEAL

COUNTERSIGNATURE

Name and Title of Officer

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the Contract or other instrument for the Corporation, this certificate must be countersigned by another Officer of the Corporation.

The Official Website of the Executive Office of Labor and Workforce Development (EOLWD)

Labor and Workforce Development

Mass.Gov

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Notice to Awarding Authorities

THE COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF LABOR

DIVISION OF OCCUPATIONAL SAFETY

PREVAILING WAGE PROGRAM

www.mass.gov/dos/pw

19 Staniford Street C 2nd Floor C Boston, Massachusetts 02114 C Tel: 617-626-6953 C Fax: 617-626-6944

The Massachusetts Prevailing Wage Law

M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project.

You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.

The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.

Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.

The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to DAT, 19 Staniford Street, Floor 1, P.O. Box 146759, Boston, MA 02114.

SEARCH

Labor and Workforce

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GO



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

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



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

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 SUDBURY

Contract Number:

City/Town: SUDBURY

Description Of Work: HOUSE/GARAGE DEMOLITION & RELATED WORKS

Job Location: 278 MAYNARD ROAD

Classification	Effective Dates and Total Rates					
(2 AXLE) DRIVER - EQUIPMENT	6/1/2008	\$41.130	8/1/2008	\$41.630	12/1/2008	\$42.330
(3 AXLE) DRIVER - EQUIPMENT	6/1/2008	\$41.200	8/1/2008	\$41.700	12/1/2008	\$42.400
(4 & 5 AXLE) DRIVER - EQUIPMENT	6/1/2008	\$41.320	8/1/2008	\$41.820	12/1/2008	\$42.520
ADS/SUBMERSIBLE PILOT	8/1/2007	\$98.260				
AIRTRACK OPERATOR	6/1/2008	\$41.500	12/1/2008	\$42.500	6/1/2009	\$43.500
	6/1/2010	\$45.500	12/1/2010	\$46.750	6/1/2011	\$47.750
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2007	\$34.400				
ASPHALT RAKER	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	6/1/2008	\$55.410	12/1/2008	\$56.390	6/1/2009	\$57.500
	6/1/2010	\$59.870	12/1/2010	\$61.120		
BACKHOE/FRONT-END LOADER	6/1/2008	\$55.410	12/1/2008	\$56.390	6/1/2009	\$57.500
	6/1/2010	\$59.870	12/1/2010	\$61.120		
BARCO-TYPE JUMPING TAMPER	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250
BLOCK PAVER, RAMMER / CURB SETTER	6/1/2008	\$41.500	12/1/2008	\$42.500	6/1/2009	\$43.500
	6/1/2010	\$45.500	12/1/2010	\$46.750	6/1/2011	\$47.750
BOILERMAKER	10/1/2007	\$53.390	10/1/2008	\$55.740		
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2008	\$62.880	8/1/2008	\$64.630	2/1/2009	\$65.320
	2/1/2010	\$68.010	8/1/2010	\$69.910	2/1/2011	\$70.900
	2/1/2012	\$73.990				
BULLDOZER/GRADER/SCRAPER	6/1/2008	\$55.110	12/1/2008	\$56.070	6/1/2009	\$57.180
	6/1/2010	\$59.520	12/1/2010	\$60.770		
CAISSON & UNDERPINNING BOTTOM MAN	5/31/2008	\$44.300				
CAISSON & UNDERPINNING LABORER	5/31/2008	\$43.350				
CAISSON & UNDERPINNING TOP MAN	5/31/2008	\$43.350				
CARBIDE CORE DRILL OPERATOR	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250
CARPENTER	3/1/2008	\$50.470	9/1/2008	\$51.620	3/1/2009	\$52.770
CEMENT MASONRY/PLASTERING	7/1/2008	\$62.010	8/1/2008	\$63.360	1/1/2009	\$63.580
	8/1/2009	\$65.510	2/1/2010	\$66.200	8/1/2010	\$67.670
	8/1/2011	\$70.060	2/1/2012	\$70.830		
CHAIN SAW OPERATOR	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2008	\$55.410	12/1/2008	\$56.390	6/1/2009	\$57.500
	6/1/2010	\$59.870	12/1/2010	\$61.120		
COMPRESSOR OPERATOR	6/1/2008	\$45.620	12/1/2008	\$46.340	6/1/2009	\$47.160
	6/1/2010	\$48.900	12/1/2010	\$49.830		
DELEADER (BRIDGE)	7/1/2008	\$60.060	1/1/2009	\$61.210	7/1/2009	\$62.360
DEMO: ADZEMAN	5/31/2008	\$43.350			1/1/2010	\$63.510

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 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. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

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

GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Prevailing Wage Rates

Awarding Authority: TOWN OF SUDBURY

Contract Number:

City/Town: SUDBURY

Description Of Work: HOUSE/GARAGE DEMOLITION & RELATED WORKS

Job Location: 278 MAYNARD ROAD

Classification	Effective Dates and Total Rates								
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	5/31/2008	\$44.350							
DEMO: BURNERS	5/31/2008	\$44.100							
DEMO: CONCRETE CUTTER/SAWYER	5/31/2008	\$44.350							
DEMO: JACKHAMMER OPERATOR	5/31/2008	\$44.100							
DEMO: WRECKING LABORER	5/31/2008	\$43.350							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2008	\$55.110	12/1/2008	\$56.070	6/1/2009	\$57.180	12/1/2009	\$58.280	
	6/1/2010	\$59.520	12/1/2010	\$60.770					
DIVER	9/1/2007	\$70.190							
DIVER TENDER	9/1/2007	\$56.260							
DIVER TENDER (EFFLUENT)	9/1/2007	\$73.670							
DIVER/SLURRY (EFFLUENT)	9/1/2007	\$94.570							
ELECTRICIAN	3/1/2008	\$61.570	9/1/2008	\$62.800	3/1/2009	\$64.040	9/1/2009	\$65.280	
	3/1/2010	\$66.510	9/1/2010	\$67.750	3/1/2011	\$68.990			
ELEVATOR CONSTRUCTOR	1/1/2007	\$58.730							
ELEVATOR CONSTRUCTOR HELPER	1/1/2007	\$44.990							
FENCE & GUARD RAIL ERECTOR	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009	\$44.000	
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011	\$48.500	
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	5/1/2008	\$53.060							
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	5/1/2008	\$39.320							
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	5/1/2008	\$54.400							
FIRE ALARM INSTALLER	3/1/2008	\$61.570	9/1/2008	\$62.800	3/1/2009	\$64.040	9/1/2009	\$65.280	
	3/1/2010	\$66.510	9/1/2010	\$67.750	3/1/2011	\$68.990			
FIRE ALARM REPAIR / MAINTENANCE	3/1/2008	\$50.070	9/1/2008	\$51.000	3/1/2009	\$51.920	9/1/2009	\$52.860	
	3/1/2010	\$53.780	9/1/2010	\$54.700	3/1/2011	\$55.640			
FIREMAN (ASST. ENGINEER)	6/1/2008	\$50.090	12/1/2008	\$50.920	6/1/2009	\$51.870	12/1/2009	\$52.830	
	6/1/2010	\$53.900	12/1/2010	\$54.980					
FLAGGER & SIGNALER	6/1/2008	\$34.800	12/1/2008	\$35.800	6/1/2009	\$36.800	12/1/2009	\$37.800	
	6/1/2010	\$38.800	12/1/2010	\$40.050	6/1/2011	\$41.050	12/1/2011	\$42.300	
FLOORCOVERER	3/1/2008	\$56.080	9/1/2008	\$57.250	3/1/2009	\$58.420			
FORK LIFT/CHERRY PICKER	6/1/2008	\$55.410	12/1/2008	\$56.390	6/1/2009	\$57.500	12/1/2009	\$58.620	
	6/1/2010	\$59.870	12/1/2010	\$61.120					
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2008	\$45.620	12/1/2008	\$46.340	6/1/2009	\$47.160	12/1/2009	\$47.980	
	6/1/2010	\$48.900	12/1/2010	\$49.830					
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	7/1/2008	\$49.560	1/1/2009	\$50.710	7/1/2009	\$51.860	1/1/2010	\$53.010	
HOISTING ENGINEER/CRANES/GRADALLS	6/1/2008	\$55.410	12/1/2008	\$56.390	6/1/2009	\$57.500	12/1/2009	\$58.620	
	6/1/2010	\$59.870	12/1/2010	\$61.120					
HVAC (DUCTWORK)	2/1/2008	\$59.200	8/1/2008	\$60.330	2/1/2009	\$61.450	8/1/2009	\$62.700	
	2/1/2010	\$63.950							

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 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. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 7/11/2008

Rate Sheet: SUDBURY

Job ID: 121974

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
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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 SUDBURY

Contract Number:

City/Town: SUDBURY

Description Of Work: HOUSE/GARAGE DEMOLITION & RELATED WORKS

Job Location: 278 MAYNARD ROAD

Classification	Effective Dates and Total Rates							
	3/1/2008	3/1/2010	9/1/2008	9/1/2010	3/1/2009	3/1/2011	9/1/2009	9/1/2011
HVAC (ELECTRICAL CONTROLS)	\$61.570	\$66.510	\$62.800	\$67.750	\$64.040	\$68.990	\$65.280	\$69.230
HVAC (TESTING AND BALANCING - AIR)	\$59.200	\$63.950	\$60.330	\$63.950	\$61.450	\$62.700	\$62.700	\$62.700
HVAC (TESTING AND BALANCING -WATER)	\$62.980	\$68.480	\$64.480	\$68.480	\$65.730	\$67.230	\$67.230	\$67.230
HVAC MECHANIC	\$62.980	\$68.480	\$64.480	\$68.480	\$65.730	\$67.230	\$67.230	\$67.230
HYDRAULIC DRILLS	\$41.500	\$45.500	\$42.500	\$46.750	\$43.500	\$47.750	\$44.500	\$49.000
INSULATOR (PIPES & TANKS)	\$54.660	\$55.610	\$56.860	\$56.860	\$59.260	\$61.660	\$61.660	\$61.660
IRONWORKER/WELDER	\$55.610	\$55.610	\$55.610	\$55.610	\$55.610	\$55.610	\$55.610	\$55.610
JACKHAMMER & PAVING BREAKER OPERATOR	\$41.000	\$45.000	\$42.000	\$46.250	\$43.000	\$47.250	\$44.000	\$48.500
LABORER	\$40.750	\$44.750	\$41.750	\$46.000	\$42.750	\$47.000	\$43.750	\$48.250
LABORER: CARPENTER TENDER	\$40.750	\$44.750	\$41.750	\$46.000	\$42.750	\$47.000	\$43.750	\$48.250
LABORER: CEMENT FINISHER TENDER	\$40.750	\$44.750	\$41.750	\$46.000	\$42.750	\$47.000	\$43.750	\$48.250
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	\$40.000	\$40.000	\$40.000	\$40.000	\$40.000	\$40.000	\$40.000	\$40.000
LABORER: MASON TENDER	\$41.000	\$45.000	\$42.000	\$46.250	\$43.000	\$47.250	\$44.000	\$48.500
LABORER: MULTI-TRADE TENDER	\$40.750	\$44.750	\$41.750	\$46.000	\$42.750	\$47.000	\$43.750	\$48.250
LABORER: TREE REMOVER	\$40.750	\$44.750	\$41.750	\$46.000	\$42.750	\$47.000	\$43.750	\$48.250
LASER BEAM OPERATOR	\$41.000	\$45.000	\$42.000	\$46.250	\$43.000	\$47.250	\$44.000	\$48.500
MARBLE & TILE FINISHERS	\$52.850	\$56.950	\$54.250	\$58.470	\$54.800	\$59.270	\$56.240	\$60.950
MARBLE MASONS,TILELAYERS & TERRAZZO MECH	\$62.920	\$68.050	\$64.670	\$69.950	\$65.360	\$70.940	\$67.160	\$73.040
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	\$27.300	\$27.300	\$28.300	\$28.300	\$29.000	\$29.000	\$29.700	\$29.700
MECH. SWEEPER OPERATOR (ON CONST. SITES)	\$55.110	\$59.520	\$56.070	\$60.770	\$57.180	\$60.770	\$58.280	\$60.770
MECHANICS MAINTENANCE	\$55.110	\$59.520	\$56.070	\$60.770	\$57.180	\$60.770	\$58.280	\$60.770

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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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
Lt. Governor

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

GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Prevailing Wage Rates

Awarding Authority: TOWN OF SUDBURY
Contract Number: **City/Town:** SUDBURY
Description Of Work: HOUSE/GARAGE DEMOLITION & RELATED WORKS
Job Location: 278 MAYNARD ROAD

Classification	Effective Dates and Total Rates					
MILLWRIGHT (Zone 2)	3/1/2008	\$50.190	9/1/2008	\$51.340	3/1/2009	\$52.540
MORTAR MIXER	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250
OILER (OTHER THAN TRUCKS, CRANES, GRADALLS)	6/1/2008	\$39.960	12/1/2008	\$40.530	6/1/2009	\$41.180
	6/1/2010	\$42.570	12/1/2010	\$43.310		
OILER (TRUCKS, CRANES, GRADALLS)	6/1/2008	\$42.700	12/1/2008	\$43.350	6/1/2009	\$44.080
	6/1/2010	\$45.640	12/1/2010	\$46.470		
OTHER POWER DRIVEN EQUIPMENT - CLASS II	6/1/2008	\$55.110	12/1/2008	\$56.070	6/1/2009	\$57.180
	6/1/2010	\$59.520	12/1/2010	\$60.770		
PAINTER (BRIDGES/TANKS)	7/1/2008	\$60.060	1/1/2009	\$61.210	7/1/2009	\$62.360
PAINTER (SPRAY OR SANDBLAST, NEW) *	7/1/2008	\$50.960	1/1/2009	\$52.110	7/1/2009	\$53.260
PAINTER (SPRAY OR SANDBLAST, REPAINT)	7/1/2008	\$49.020	1/1/2009	\$50.170	7/1/2009	\$51.320
PAINTER (TRAFFIC MARKINGS)	6/1/2008	\$40.750	12/1/2008	\$41.750	6/1/2009	\$42.750
	6/1/2010	\$44.750	12/1/2010	\$46.000	6/1/2011	\$47.000
PAINTER / TAPER (BRUSH, NEW) *	7/1/2008	\$49.560	1/1/2009	\$50.710	7/1/2009	\$51.860
PAINTER / TAPER (BRUSH, REPAINT)	7/1/2008	\$47.620	1/1/2009	\$48.770	7/1/2009	\$49.920
PANEL & PICKUP TRUCKS DRIVER	6/1/2008	\$40.960	8/1/2008	\$41.460	12/1/2008	\$42.160
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	9/1/2007	\$56.260				
PILE DRIVER	9/1/2007	\$56.260				
PIPEFITTER & STEAMFITTER	3/1/2008	\$62.980	9/1/2008	\$64.480	3/1/2009	\$65.730
	3/1/2010	\$68.480				
PIPELAYER	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250
PLUMBERS & GASFITTERS	3/1/2008	\$62.500	9/1/2008	\$64.000	3/1/2009	\$65.250
	3/1/2010	\$68.000				
PNEUMATIC CONTROLS (TEMP.)	3/1/2008	\$62.980	9/1/2008	\$64.480	3/1/2009	\$65.730
	3/1/2010	\$68.480				
PNEUMATIC DRILL/TOOL OPERATOR	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250
POWDERMEN & BLASTER	6/1/2008	\$41.750	12/1/2008	\$42.750	6/1/2009	\$43.750
	6/1/2010	\$45.750	12/1/2010	\$47.000	6/1/2011	\$48.000
POWER SHOVEL/DERRICK/TRENCHING MACHINE	6/1/2008	\$55.410	12/1/2008	\$56.390	6/1/2009	\$57.500
	6/1/2010	\$59.870	12/1/2010	\$61.120		
PUMP OPERATOR (CONCRETE)	6/1/2008	\$55.410	12/1/2008	\$56.390	6/1/2009	\$57.500
	6/1/2010	\$59.870	12/1/2010	\$61.120		
PUMP OPERATOR (DEWATERING, OTHER)	6/1/2008	\$45.620	12/1/2008	\$46.340	6/1/2009	\$47.160
	6/1/2010	\$48.900	12/1/2010	\$49.830		
READY-MIX CONCRETE DRIVER	5/1/2008	\$32.180	2/2/2009	\$32.570	4/1/2009	\$32.830
	2/2/2010	\$33.570	5/1/2010	\$33.980	5/1/2009	\$33.260

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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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

DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt Governor

GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: TOWN OF SUDBURY
Contract Number: City/Town: SUDBURY
Description Of Work: HOUSE/GARAGE DEMOLITION & RELATED WORKS
Job Location: 278 MAYNARD ROAD

Classification	Effective Dates and Total Rates							
RECLAIMERS	6/1/2008	\$55.110	12/1/2008	\$56.070	6/1/2009	\$57.180	12/1/2009	\$58.280
	6/1/2010	\$59.520	12/1/2010	\$60.770				
RESIDENTIAL WOOD FRAME CARPENTER **	3/1/2008	\$34.170						
RIDE-ON MOTORIZED BUGGY OPERATOR	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009	\$44.000
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011	\$48.500
ROLLER/SPREADER/MULCHING MACHINE	6/1/2008	\$55.110	12/1/2008	\$56.070	6/1/2009	\$57.180	12/1/2009	\$58.280
	6/1/2010	\$59.520	12/1/2010	\$60.770				
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	2/1/2008	\$51.360	8/1/2008	\$52.460	2/1/2009	\$53.860		
SHEETMETAL WORKER	2/1/2008	\$59.200	8/1/2008	\$60.330	2/1/2009	\$61.450	8/1/2009	\$62.700
	2/1/2010	\$63.950						
SIGN ERECTOR	6/1/2008	\$35.520	6/1/2009	\$37.780				
SLATE / TILE / PRECAST CONCRETE ROOFER	2/1/2008	\$51.610	8/1/2008	\$52.710	2/1/2009	\$54.110		
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2008	\$41.420	8/1/2008	\$41.920	12/1/2008	\$42.620		
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	6/1/2008	\$41.710	8/1/2008	\$42.210	12/1/2008	\$42.910		
SPRINKLER FITTER	3/16/2008	\$64.200	9/16/2008	\$65.700	3/16/2009	\$66.950	9/16/2009	\$68.450
	3/16/2010	\$69.700						
STEAM BOILER OPERATOR	6/1/2008	\$55.110	12/1/2008	\$56.070	6/1/2009	\$57.180	12/1/2009	\$58.280
	6/1/2010	\$59.520	12/1/2010	\$60.770				
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2008	\$55.110	12/1/2008	\$56.070	6/1/2009	\$57.180	12/1/2009	\$58.280
	6/1/2010	\$59.520	12/1/2010	\$60.770				
TELECOMMUNICATION TECHNICIAN	3/1/2008	\$50.070	9/1/2008	\$51.000	3/1/2009	\$51.920	9/1/2009	\$52.860
	3/1/2010	\$53.780	9/1/2010	\$54.700	3/1/2011	\$55.640		
TERRAZZO FINISHERS	2/1/2008	\$61.820	8/1/2008	\$63.570	2/1/2009	\$64.260	8/1/2009	\$66.060
	2/1/2010	\$66.950	8/1/2010	\$68.850	2/1/2011	\$69.840	8/1/2011	\$71.940
	2/1/2012	\$72.930						
TEST BORING DRILLER	5/31/2008	\$44.750						
TEST BORING DRILLER HELPER	5/31/2008	\$43.470						
TEST BORING LABORER	5/31/2008	\$43.350						
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2008	\$55.110	12/1/2008	\$56.070	6/1/2009	\$57.180	12/1/2009	\$58.280
	6/1/2010	\$59.520	12/1/2010	\$60.770				
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2008	\$42.000	8/1/2008	\$42.500	12/1/2008	\$43.200		
TUNNEL WORK (COMP. AIR HAZ. WASTE)	12/1/2007	\$57.430						
TUNNEL WORK (COMPRESSED AIR)	12/1/2007	\$55.430						
TUNNEL WORK (FREE AIR HAZ. WASTE)	12/1/2007	\$49.500						
TUNNEL WORK (FREE AIR)	12/1/2007	\$47.500						
VAC-HAUL	6/1/2008	\$41.420	8/1/2008	\$41.920	12/1/2008	\$42.620		
WAGON DRILL OPERATOR	6/1/2008	\$41.000	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009	\$44.000
	6/1/2010	\$45.000	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011	\$48.500
WASTE WATER PUMP OPERATOR	6/1/2008	\$55.410	12/1/2008	\$56.390	6/1/2009	\$57.500	12/1/2009	\$58.620
	6/1/2010	\$59.870	12/1/2010	\$61.120				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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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
 Lt. Governor

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

GEORGE NOEL
 Director
 LAURA M. MARLIN
 Commissioner

Prevailing Wage Rates

Awarding Authority: TOWN OF SUDBURY
Contract Number: _____ **City/Town:** SUDBURY
Description Of Work: HOUSE/GARAGE DEMOLITION & RELATED WORKS
Job Location: 278 MAYNARD ROAD

Classification	Effective Dates and Total Rates			
WATER METER INSTALLER	3/1/2008	\$62.500	9/1/2008	\$64.000
	3/1/2010	\$68.000	3/1/2009	\$65.250
			9/1/2009	\$66.750

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.

** 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.

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COMMONWEALTH OF MASSACHUSETTS

Division of Occupational Safety

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

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

City/Town: SUDBURY	All steps are 6 months (1000 Hours) unless otherwise specified**										
Classification	Ratio*	1	2	3	4	5	6	7	8	9	10
ASBESTOS INSULATOR (Pipes & Tanks)	1:4	50	60	70	80	Steps are 1 year					
BOILERMAKER	1:5	65	65	70	75	80	85	90	95		
BRICK/PLASTER/CEMENT MASON	1:5	50	60	70	80	90					
CARPENTER	1:5	50	60	70	75	80	80	90	90		
CARPENTER (Residential Wood Frame)	1:5	60	60	65	70	75	80	85	90		
ELECTRICIAN	2:3***	30	35	40	45	50	55	65	70	75	80
App. Start 2003+:40/40/45/45/50/55/60/65/70/75											
ELEVATOR CONSTRUCTOR	1:1	50	55	65	70	80	Steps 1-2 are 6 mos.; Steps 3-5 are 1 year				
FLOORCOVERER	1:1	50	55	60	65	70	75	80	85		
Steps are 950 hrs.											
GLAZIER	1:1	50	55	60	65	70	75	80	90		
Steps are 750 hrs.											
HOIST/PORT. ENG.	1:5	55	60	65	70	75	80	85	90		
IRONWORKER		60	70	75	80	85	90				
Structural 1:6; Ornamental 1:4											
LABORER	1:5	60	70	80	90						
MARBLE-TILE-TERRAZZO FINISHER	1:3	50	60	70	80	90	Steps are 800 hrs.				
MARBLE-TILE-TERRAZZO MECHANIC	1:3	50	60	70	80	90					
PAINTER	1:1	50	55	60	65	70	75	80	90		
Steps are 750 hrs.											
PILE DRIVER	1:3	60	65	70	75	80	85	90	95		
PIPEFITTER	**	40	45	60	70	80	Steps are 1 year				
** 1:3; 3:15; 1:10 thereafter											

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in 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. Not more than 50% of the apprentices on a job site may have standing as a 1st year apprentice. All other apprentices must have 2nd, 3rd, 4th, or 5th year standing.

**** 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

COMMONWEALTH OF MASSACHUSETTS

Division of Occupational Safety

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

City/Town:	All steps are 6 months (1000 Hours) unless otherwise specified**										
PLUMBER	**	35	40	55	65	75					
		** 1:2; 2:6; 3:10; 4:14; 5:19			Steps are 1 year; Step 4 w/ license-70; Step 5 w/ license-80						
REFRIGERATION / AC MECHANIC	**	40	45	60	70	80					
		** 1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Steps are 1 year						
ROOFER	**	50	60	65	75	85					
		** 1:5; 2:6 -10 thereafter 1:10 (or portion thereof)			Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.						
ROOFER (REROOFING)	**	50	60	65	75	85					
		** 1:4; Thereafter 1:1			Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.						
SHEET METAL WORKER	1:4	40	45	50	60	65	75	85			
		Steps 1-3 are 1 year; Steps 4-7 are 6 mos.									
SIGN ERECTOR	1:1	50	55	60	65	70	75	80	85	90	
		Steps are 4 mos.									
SPRINKLER FITTER	1:1	40	45	50	55	60	65	70	75	80	85
TELECOMMUNICATION TECHNICIAN	1:1	40	45	50	55	60	65	75	80		

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in 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. Not more than 50% of the apprentices on a job site may have standing as a 1st year apprentice. All other apprentices must have 2nd, 3rd, 4th, or 5th year standing.

**** 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

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:	Address:	Phone No.:	Payroll No.:															
Employer's Signature:	Title:	Contract No.:	Work Week Ending:															
Awarding Authority's Name:	Public Works Project Name:	Public Works Project Location:	Min. Wage Rate Sheet No.:															
General / Prime Contractor's Name:	Subcontractor's Name:	Employer's Hourly Fringe Benefit Contributions																
Employee Name & Complete Address	Work Classification:	Appr. Rate (%)	Hours Worked							Project Hours (A) <small>All Other Hours</small>	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F) (B+C+D+E)	Project Gross Wages (G)	Total Gross Wages	Check No. (H)
			Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.									

NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Print Form

Date received by awarding authority _____ / _____ / _____

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE	
_____, 20_____	
I, _____,	_____
(Name of signatory party)	(Title)
do hereby state:	
That I pay or supervise the payment of the persons employed by	
_____	on the _____
(Contractor, subcontractor or public body)	(Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.	
Signature _____	
Title _____	