

City of Marlborough
DEPARTMENT OF PUBLIC WORKS
OPERATIONS DIVISION

Municipal Garage
135 Neil Street – 2nd Floor
Marlborough, MA 01752



INVITATION FOR BIDS
Bid Documents and Specifications
for Cleaning of Catch Basins at Various Locations
Contract No. OP 2012-14

Contract Person:

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Municipal Garage
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**CITY OF MARLBOROUGH, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS**

NOTICE TO BIDDERS

**CATCH BASIN CLEANING
CONTRACT OP 2012-14**

The City of Marlborough ("City"), MA, as the Awarding Authority, through its Department of Public Works – Operations Division, will receive sealed bids for the CLEANING OF CATCH BASINS AT VARIOUS LOCATIONS in Marlborough, MA for a three (3) year period beginning on or after July 1, 2012 and ending June 30, 2015 with two options to renew for a one (1) year term beginning July 1, 2015 through June 30, 2016 and beginning July 1, 2016 through June 30, 2017 exercisable in the City's sole discretion. The estimated cost is approximately \$101,000 per year. To be eligible to receive a contract award, a contractor must be equipped to undertake and complete the work specified, submission of a 100% Performance and Payment Bond and have the ability to comply with the insurance requirements detailed in the contract documents. All bidding procedures shall conform with Massachusetts General Laws Chapter 30, §39M, Chapter 149 §44A-J, to minimum prevailing wage rates pursuant to Chapter 149, Section 26 to 27H and other applicable laws stated in the contract documents.

All bids will be received at the office of the Assistant Commissioner of Operations, Administration Office – 2nd Floor, Municipal Garage, 135 Neil Street, Marlborough, Massachusetts 01752 until 10:00 A.M., **Thursday, September 27, 2012**, at which time and place they will be publicly opened and read aloud. Bidders may obtain a complete set of bid documents and specifications (FREE) through the city's website located at www.marlborough-ma.gov (click Public Works then click DPW Procurement) and/or at the Assistant Commissioner's Office mentioned above. Bidders requesting document to be sent to them should provide this department with the Bidder's FedEx, and/or other prepaid account number by contacting this office at (508) 624-6910 ext 7200 or by e-mailing your prepaid information to dpw@marlborough-ma.gov. Bids shall be accompanied by a bid deposit of not less than five (5%) percent of the value of the bid. The bid deposit may be in the form of cash, a certified check, a treasurer's or cashier's check issued by a responsible bank or trust company or a bid bond. Bid envelopes shall be clearly marked on the lower left corner to indicate purpose of the bid and include the above referenced Contract Number. The City will not be responsible for premature opening of bids not properly identified, and such proposals will be rejected.

Pursuant to the provision of the City's Minority and Women Business Enterprise Program (MWBE), all qualified contractors will receive considerations without regard to race, color, creed, religion, disability, sex or national origin. MBE/WBE's are encouraged to apply. The City of Marlborough reserves the right to waive any informality in or reject any or all bids, wholly or in part, that the City determines to be in the best interest of the City.

CITY OF MARLBOROUGH, MA
Department of Public Works
BY: THOMAS P. TEMPLE
Assistant Commissioner of Operations

GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

SECTION 1 - BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the "**Bidder**") by making a bid (hereinafter called "**bid**") represents that:

1.1.1 The Bidder has obtained, read and understands the Contract Documents and the bid is made in accordance therewith.

1.1.2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

1.1.3. The documents are adequate and that the bidder will produce the required results.

1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted. The City of Marlborough will not be responsible for errors, omissions, or charges for extra work arising from any failure by the Bidder to familiarize itself with the bid/contract documents and existing conditions.

1.3 Each bid submitted in response to the bid documents is subject to all contract terms and conditions included herein, and any contract awarded will incorporate all of these contract terms.

SECTION 2 - CONTRACTOR'S CERTIFICATION

2.1. All employees who work on a public works site and/or within the right-of-way must have no less than 10 hours of OSHA-approved safety and health training in accordance with **M.G.L. c. 30, § 39S**.

2.2. The Contractor and all subcontractors on this project will be required to provide certification of this compliance with this requirement in accordance with the provisions of these Contract Documents.

SECTION 3 - REQUESTS FOR INTERPRETATION

3.1 Bidders shall promptly notify the Assistant Commissioner of Operations or designee of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.

3.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Assistant Commissioner of Operations. The Assistant Commissioner of Operations will answer such requests if received no later than five (5) business days, excluding Saturdays, Sundays, or holidays, before the date for receipt of the bids.

3.3 Interpretation, correction, or change in the Contract Documents will be made by written Addendum which will become part of the Contract Documents. Neither the City of Marlborough nor the Department of Public Works/Assistant Commissioner of Operations will be held accountable for any oral interpretations, corrections, or changes.

3.4 Addenda will be faxed or emailed by the Assistant Commissioner of Operations or designee, to every individual or firm on record as having received a set of Contract Documents. It shall be the sole responsibility of the individual or firm to ascertain the existence of any and all addenda

issued by the City of Marlborough as the Awarding Authority, whether or not the addenda is presented, faxed or emailed to or received by the Bidder.

3.5 Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file.

SECTION 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Forms and Bid Preparation

Bids shall be submitted on the "**Form for General Bid**", furnished at no cost by the City of Marlborough. The forms enclosed in the Bid Documents shall not be extracted or used. Additional forms are available at the location listed in the Advertisement.

4.1.1 All entries on the bid form shall be made by **typewriter or in ink**.

4.1.2 Sums, whether actual or estimated, shall be expressed in **both words and figures** in the space indicated on the bid form. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.1.3 Pricing Structure shall include **Unit Pricing per item**. **No fuel charges may be assessed at any time for any reason.**

4.1.4 Bidder must indicate in the bid documents where specified, the type and capacity of equipment to be used.

4.1.5 Bidder must submit a detailed contract management plan which must explain who will be responsible for managing the contract, if awarded. The information required in the contract management plan includes the following:

Contact person

Contact phone number

Contact email address

Contact name of who is responsible for contract compliance

Contact name of who is responsible for customer complaint resolution

4.2 Wage Rates

4.2.1 This Project is subject to the schedule of prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety and included elsewhere in the bid documents. (M.G.L. c. 149, §§26-27H inclusive, as amended)

4.3 Bid Deposits shall be:

4.3.1 at least five percent (5%) of the greatest possible bid amount, considering all alternates;

4.3.2 made payable to the **City of Marlborough**;

4.3.3 conditioned upon faithful performance by the principal of the agreements contained in the bid, and

4.3.4 in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts and satisfactory to the City of Marlborough as the Awarding Authority.

4.3.5 retained until the execution and delivery of the Owner/Contractor Agreement if they represent the bid deposit of one of the three (3) lowest responsible and eligible Bidders or, if no award is made, then at the expiration of thirty (30) business days after the opening of the bids, Saturday, Sundays, and legal holidays excluded, unless forfeited by failure to sign the contract as hereinafter provided.

4.3.6 All bid bonds shall be retained by the City of Marlborough unless accompanied by a stamped self-addressed envelope.

4.4 Delivery of Bids

4.4.1 General Bids, including the bid deposit, shall be submitted on a form furnished by the City of Marlborough and enclosed in a **sealed envelope** with the following plainly marked on the outside lower left corner:

General Bid for:

- **Name of Project and Contract Number**
- **Bidder's Name, Business Address, and Phone Number**

The City of Marlborough will not be responsible for the premature opening of any sealed bid not properly identified. **If bidder uses a delivery service, the bid must be separately sealed in an envelope inside the delivery envelope. The City of Marlborough will not be responsible for premature opening of bids not properly identified and such bids will be rejected.**

4.4.2 Date and time for receipt of bids is set forth in the Advertisement.

4.4.3 Timely delivery of a bid to the location designated shall be the full responsibility of the Bidder. Any bid received after the time and date specified will not be considered.

4.4.4 If, at the time of the scheduled bid opening, the designated location for receipt of bids is closed due to uncontrolled events, such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until the time specified in the Advertisement for delivery of bids on the next normal business day. Bids will be accepted until that date and time.

SECTION 5 – ALTERNATES, IF APPLICABLE

5.1 Each Bidder shall acknowledge Alternates in Section C on the Form for General Bid by listing the individual Alternate number and entering the dollar amount of addition or subtraction necessitated by the Alternate listed in the corresponding space.

5.2 Bidders shall enter on the Form for General Bid a single amount for each Alternate which shall represent the amount for work performed by the General Contractor.

5.3 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by listing the individual Alternate number and acknowledge the Alternate by inserting "**No Change**", or "**No Charge**", "**N/C**" or "**0**" in the corresponding space provided for that Alternate.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

SECTION 6 - WITHDRAWAL OF BIDS

6.1 Before Opening of Bids

6.1.1 Any bid may be withdrawn prior to the time designated for receipt of bids upon written request and received by:

**Department of Public Works
Office of the Assistant Commissioner of Operations
Administration Office – 2nd Floor
Municipal Garage
135 Neil Street
Marlborough, MA 01752**

Withdrawal of bids must be confirmed over the Bidder's signature by written notice post-marked or sent by facsimile on or before the date and time set for receipt of bids.

6.1.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.2 After Opening of Bids

6.2.1 Bidders may withdraw a bid, without penalty, any time up to the time of Award as defined in paragraph 7.1, and upon demonstrating, to the satisfaction of the City of Marlborough, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

6.2.2 Bidders may not change the price or any other provision in a manner prejudicial to the interest of the City or to fair competition. If a mistake and the intended bid are clearly evident on the face of the bid, the City of Marlborough may correct the mistake to reflect the intended correct bid and so notify the bidder in writing. The bidder may not withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.

6.3 In the event of a General Bid Withdrawal after Opening of Bids, the City of Marlborough shall consider the bid from next lowest eligible and responsible bidder.

SECTION 7 - CONTRACT AWARD

7.1 **Award** means both the determination and selection of the lowest, responsible and eligible bidder by the City of Marlborough as the Awarding Authority as defined by M.G.L. c.30, §39M.

7.2 The City of Marlborough will award the contract to the lowest responsible and eligible bidder within sixty (60) calendar days after the opening of bids, unless such time is mutually extended by the City and the apparent low bidder.

7.3 The Contract will be awarded to the lowest responsible and eligible Bidder, judged on the basis of information about the bidder's experience, performance on recent and current projects and appropriate references. The award of contract will be subject to execution of the contract by the Contractor within ten (10) calendar days of the date of notification of the contract award and submission of the bonds required herein from a surety company qualified to do business under the laws of the Commonwealth and in a form acceptable to the City, and all other documentation required by the contract documents.

7.4 The award of this Contract is subject to the approval of the Mayor and is subject to appropriation. Contracts without Mayor approval shall not be considered valid.

7.5 The City of Marlborough reserves the right to waive any informality in or to reject any or all Bids if it be in the public interest to do so.

7.6 The City of Marlborough also reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified, or if bid prices are not reasonable for acceptance without further competition.

7.7 As used herein, the term "lowest responsible and eligible bidder" shall mean the General Bidder whose bid is the lowest of those Bidders demonstrably possessing the skill, ability, the required manpower and equipment, and integrity necessary for the faithful performance of the work called for in the bid documents, and who meets the requirements for Bidders set forth in M.G.L. c.30 §39M(c) and is not debarred from bidding under M.G.L. c.29 §29F; and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

7.8 The City of Marlborough intends to award one contract to the lowest responsible and eligible bidder. No award will be made to any contractor who can not satisfy the City that he/she has sufficient ability and experience in the work to be performed and sufficient capital to enable the Contractor to prosecute and complete the Work successfully within the time specified. The decision or judgment of the City's representative, on behalf of the City of Marlborough as the Awarding Authority, on these matters shall be final, conclusive and binding.

7.9 Evidence of prior experience must be submitted to the City of Marlborough prior to the award of a contract with the successful bidder. The General Contractor that performs the substantive portion of the principal work described in the Specifications must have a documented record of at least three (3) years of reliable performance and regularly engaged in similar work, and must submit references to substantiate it is a "responsible and eligible bidder" as defined in **M.G.L. c. 30, §39M** by providing a complete list of all Massachusetts communities for which the company has provided similar services, including contract amounts, names and telephone numbers of contact officials. If bidders experience is less than three (3) years, the bidder shall provide similar information for private sector companies for which the bidder has performed for similar projects.

7.10 The General Bidder must have successfully completed at least three (3) municipal contracts for a project similar in scope, size, and complexity to the Work specified herein and must identify a reference for same. If bidder has less than three (3) municipal contracts, the bidder shall provide similar information for private sector companies for which the bidder has performed for similar projects with at least one contract with a Massachusetts municipality or the Commonwealth of Massachusetts.

7.11 The General Bidder must supply sufficient equipment. Type and capacity of equipment to be used must be included in Item 12 under Statement of Bidder's Qualifications on the Form for General Bid.

SECTION 8 - FORMS REQUIRED FOR CONTRACT APPROVAL

8.1 Upon Award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the selected Bidder by the City of Marlborough through its Department of Public Works – Operations Division. Submit (5) originals of the contract documents per City policy.

8.2 Owner/Contractor Agreement and Form of Corporate Vote.

8.3 Form of Contractor's Equal Employment Certification in accordance with the provisions of the General Provisions.

8.4 Form of Performance Bond and Form of Payment (Labor & Materials) Bond must be submitted in the amount of one hundred percent (100%) of the total contract amount by the General Contractor on the City of Marlborough's form or similar, in accordance with provisions of the General Provisions. **The dates on the bonds must coincide with the contract date, contain the signature of both the Contractor and the Surety, and a current original Power-of-Attorney must be attached to each bond.**

8.4.1 Both the General Bidder and Surety must sign bond with Surety's impressed seal or otherwise be an original. Certification of full force and effect must be dated. Any such bond must be issued by a surety company licensed by the Commonwealth's Division of Insurance and listed in the most recent United States Treasury Department Circular 570 – Surety Companies Acceptable on Federal Bonds.

8.4.2 Bond must be made out to the City of Marlborough.

8.4.3 Certification of full force and effective must be dated.

8.5 Insurance and Indemnification

8.5.1 Certificates for the General Contractor are required at the time of contract execution and must be submitted in accordance with provisions of Article 3.0 of the General Provisions. The City of Marlborough must be included as a named additional insured on all liability policies except where prohibited by law.

8.5.2 General Contractors must indicate on special perils insurance or installation floater if stored materials are covered.

8.5.3 The General Contractor shall indemnify from harm to any of its employees, the City's employees or agents of the City and/or their employees or members of the public in accordance with Section 5.0 of the General Provisions by providing evidence of personal and vehicular liability, and property damage insurance coverage in the amount specified in the General Provisions.

8.5.4 Minimum Scope of Insurance. General Contractor's insurance shall be primary with no contribution by the City's insurer. Policies shall be written on a per occurrence basis.

8.6 Statement of Management on Internal Accounting Controls and a Statement prepared by a CPA expressing an opinion to the state of Management Controls, as required by M.G.L. c.30 §39R. **This applies to all General Contractors with contracts of \$100,000 or more.** Samples are provided in the Contract Document section of the bid documents.

8.7 At time of contract execution, the General Contractor must submit a completed Certificate of Tax Compliance pursuant to M.G.L. c. 62, §49A and of Unemployment Payments pursuant to c. 151A, §19A.

SECTION 9 - CONTRACT VALIDATION

9.1 The Owner-Contractor Agreement shall not be valid until signed by the the Mayor and whose signature has been Attested to by the City Clerk or the Assistant City Clerk (if contract is a public works construction project), the Department Head, the Auditor, the Chief Procurement Officer and is Approved as to Form by the City Solicitor or the Assistant City Solicitor.

9.2 The Notice to Proceed for services shall not be issued until the Owner/Contractor Agreement has been validated by the signature of the Mayor.

9.3 Incomplete or unacceptable submissions of forms required by paragraphs 8.1 - 8.7 will delay the validation of the Owner/Contractor Agreement by the Mayor.

SECTION 10 – APPLICABLE BID & OTHER LAWS

10.1 The bidding for and award of the contract for this project are subject to and in accordance with the provisions, including but not limited to, either or both M.G.L. c.30, §39M as amended and M.G.L. c. 149, §44A – 44J inclusive, M.G.L. c. 62, § 49A, M.G.L. c. 151A, § 19A, M.G.L. c. 30, § 39S, M.G.L. c. 29, § 29F, M.G.L. c. 30, § 39R .

10.2 The City of Marlborough is subject to the rules and regulations of the Architectural Access Board (521 CMR 1.00 et seq.), if applicable to the project.

10.3 Wherever in the Bid Documents, General Conditions, Contract, Plans or Specifications reference is made to the Massachusetts General Laws it shall be construed to include all amendments thereto effective as of the date of issue of the invitation to bid on the proposed work.

SECTION 11 – PERMITS, LICENSES AND FEES

11.1 The City of Marlborough will waive any fees for permits or licenses due to the City of Marlborough.

11.2 The Contractor is responsible for securing permits and arranging inspections as required pursuant to applicable laws, rules, regulations and ordinances.

11.3 It is the responsibility of the Contractor to ensure that the Massachusetts Water Resource Authority (MWRA) certifies each piece of equipment for back-flow prevention if connecting to a hydrant in the City of Marlborough. Proof of certification must be made at least 10 days prior to actual start of the Work within the City. Any fees associated with the certification process by the MWRA and for water hydrant use shall be at the expense of the Contractor.

11.4 It is the responsibility of the Contractor to obtain a water hydrant permit from the Marlborough Fire Department before the start of the Work within the City. This permit may be acquired at the Central Fire Station located at 215 Maple Street, Marlborough, MA

SECTION 12 – MISCELLANEOUS

12.1 The work will be substantially completed no later than **June 30th of each fiscal year of the contract or as otherwise specified in the contract documents** following receipt by the Contractor of a written Notice to Proceed issued by the City. Liquidated Damages, but not as a penalty, but as fixed and agreed upon damages for breach of contract, will be assessed at a rate of **\$500.00 per calendar day** beyond the date indicated.

12.2 No payments will be made for any extra charges such as shipping or delivery.

12.3 The City is exempt from Massachusetts Sales Tax and no bid shall include same. The Contractor may contact the City Auditor at 508-460-3774 for information on what forms are needed to purchase supplies without payment of taxes.

12.4 The specifications within require the performance of all things necessary, proper for or incidental to the provision of services or supplies specified herein. Any services mentioned in these specifications and all things not specified herein, but involved in carrying out their intent and the complete and proper execution of the services are required by these specifications; the Contractor shall perform same as though they were specifically described and mentioned.

12.5 The successful Contractor will not be permitted to assign or underlet the contract, or assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent from the City as provided in the attached contract.

12.6 Any reference to retention of records in the bid or contract documents, whether by statutory reference or other rules or regulations, of less than seven (7) years shall be deleted. All records shall be retained for a period of not less than seven (7) years.

END OF SECTION

CITY OF MARLBOROUGH
MARLBOROUGH, MASSACHUSETTS 01752-3812



FORM OF GENERAL BID

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for the **Catch Basin Cleaning and Appurtenant Work, Contract No. OP 2012-14** in Marlborough, Massachusetts, in accordance with the accompanying plans and Specifications prepared by the **City of Marlborough – Operations Division**, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____.

C. The proposed estimated contract price per the Schedule of Unit Pricing Form is:

_____ dollars \$ _____
(total bid in words) **(figures)**

The contract term is three (3) years with the option to renew for two (2) additional one-year terms at the City of Marlborough's discretion.

For Alternate **No.** _____ **Add \$** _____; **Subtract \$** _____

(Each Alternate shall be listed separately. Repeat preceding line for each alternate.)

D. The undersigned agrees that, if selected as general contractor, we will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after written notification thereof by the Awarding Authority of a contract award and presentation thereof for signature, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of one hundred percent (100%) of the contract price, the premiums for which are to be paid by the contractor and are included in the contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable (effective August 8, 2008). Should the undersigned fail to fulfill any of the stipulations as hereinbefore set forth, the City shall have the right to retain as liquidated damages the amount of the bid security, which shall become the City's property. If the bid bond was furnished as bid security, it is agreed that the amount thereof shall be paid as liquidated damages to the City by the Surety.

The undersigned hereby certifies, in accordance with M.G.L. c. 30, §39M(c), as amended, and any other State and Federal Labor standards and regulations, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on 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 (OSHA) that is at least ten (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 (effective July 1, 2006); and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A (44A) of Chapter 149.

The undersigned hereby agrees that they will not withdraw their bid within sixty (60) consecutive calendar days after the actual date of the opening of the Bids.

F. The undersigned further certifies under the penalty 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 further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth including:

- individuals and firms suspended or debarred by the Division of Capital Asset Management pursuant to M.G.L. c.29, § 29F and M.G.L. c.149, § 44C
- and does not include individuals or firms suspended or debarred by the Massachusetts Department of Transportation or any other agency of the Commonwealth of Massachusetts with authority to suspend or debar under M.G.L. c.29, § 29F or M.G.L. c.30, § 39R
- This list also does not include individuals or firms suspended or debarred by the Massachusetts Office of Attorney General pursuant to M.G.L. c.149, § 27C and M.G.L. c.149, § 148B
- the Massachusetts Division of Industrial Accidents pursuant to M.G.L. c.152, § 25C
- The United States Government on the list of contractors suspended or debarred by federal agencies net at <http://epls.arnet.gov>.

or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

G. The undersigned offers the following information as evidence of the contractor's 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 business name for _____ years.
2. Ever failed to complete any work awarded? _____ If yes, please explain on separate sheet.
3. List all open recent contracts (public and private) with the names of awarding authority/owner on which you served as contractor or subcontractor for work of similar character as required for the above-named project. Attach supplemental sheet to provide a complete list.

Project Description Awarding Authority	Architect/Engineer or Other Contact Name & Number	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

4. Bank Reference: _____

Date _____

(Company Name of General Bidder)

By _____
(Signature of Bidder)

Print Name & Title of Person Signing Bid)

(Business Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

Email

**CITY OF MARLBOROUGH, MA
DEPARTMENT OF PUBLIC WORKS**

CONTRACT OP 2012-14

**SCHEDULE OF UNIT PRICING
FOR
CATCH BASIN CLEANING AT VARIOUS LOCATIONS**

	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Total Bid Price</u>
CATCH BASIN CLEANING AND DISPOSAL OF MATERIAL (from July 1, 2012 through June 30, 2013)	Each	\$	*4000 =	\$
		_____		_____
CATCH BASIN CLEANING AND DISPOSAL OF MATERIAL (from July 1, 2013 through June 30, 2014)	Each	\$	*4000 =	\$
		_____		_____
CATCH BASIN CLEANING AND DISPOSAL OF MATERIAL (from July 1, 2014 through June 30, 2015)	Each	\$	*4000 =	\$
		_____		_____
CATCH BASIN CLEANING AND DISPOSAL OF MATERIAL (from July 1, 2015 through June 30, 2016)	Each	\$	*4000 =	\$
		_____		_____
CATCH BASIN CLEANING AND DISPOSAL OF MATERIAL (from July 1, 2016 through June 30, 2017)	Each	\$	*4000 =	\$
		_____		_____
				\$
			TOTAL BID	_____

BIDDERS INFORMATION SHEET

The following information is furnished by the bidder for the information of the City of Marlborough as the Awarding Authority.

1. Furnish the following information regarding the Bidder:

A. If an Individual or Proprietorship:

Name _____ Residence _____

If doing business under a firm name:

Name of firm _____

Business Address _____

Name of Individual _____ Residence _____

B. If a partnership: (Name of all partners)

Name of partner _____ Residence _____

Name of partner _____ Residence _____

C. Corporation:

Full Legal Name: _____

Incorporated in what State _____

Principal Place of Business _____

Place of Business in Massachusetts _____

President _____ Treasurer _____

Secretary _____

D. **If a foreign corporation**, are you registered to do business in Massachusetts?

Yes []

NO []

If selected for this work you are required under M.G.L. c30 §39L to obtain from the Secretary of State, Foreign Corporation Section, State House, Boston, MA, a certificate stating that your corporation is registered; and furnish said certificate to the City of Marlborough as the Awarding Authority prior to execution of a contract.

2. Furnish the following information regarding the Surety Company to be used by Bidder:

Full Legal Name _____

State of Incorporation _____

Principal Place of Business _____

Licensed to do Business in Massachusetts: Yes [] No []

Name & Contact Number of local agent:

STATEMENT OF BIDDER'S QUALIFICATIONS
(to be completed for contracts not requiring MassDOT pre-qualification)

(All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for further details.)

1. Name of Bidder _____

2. Permanent Main Office Address _____

Street and No. _____

Owners or Town _____

State and Zip Code _____

3. When Organized: _____

4. When Incorporated: _____

5. How many years have you been engaged in the contracting business under your present firm name? _____

6. General character of work performed by your company:

7. Have you ever failed to compete any work awarded to you: Yes [] No []
If so, where and why:

8. Have you ever defaulted on a contract? Yes [] No []

9. Have the principal Owners of your company ever failed to complete a contract or been defaulted while engaged in a similar type of business under a different name or different business entity?

If so, attach a separate statement describing the situation in full.

10. Will you, if requested, furnish a detailed financial statement and any other such information to the Awarding Authority?
Yes [] No []

- 11. List the more important work completed by your company within the past ten years, stating the approximate cost for each and the month and year completed.

- 12. List your major equipment available for this contract:

- 13. List your experience in construction work similar in scope and importance to this project:

- 14. List your contracts on hand, showing gross amount of each contract and the approximate anticipated date of completion.

- 15. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Awarding Authority in verification of the statements contained in this Statement of Bidder's Experience.

Dated this _____ day of _____, 20____.

(Name of Bidder)

By: _____
(Signature)

(Title)

SEAL

(Notary Public)

(My Commission Expires)

FORM FOR GENERAL BID

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principals, and
(insert name of bidder)

_____, As Surety, are hereby
(insert name of surety)

held and firmly bound unto the City of Marlborough, MA in the sum of \$_____ as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the City of Marlborough, MA a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing hereinafter referred to as the "AGREEMENT" and/or "Contract," for the **Catch Basin Cleaning and Appurtenant Work, Contract No. OP 2012-14.**

NOW THEREFORE,

- (a) If said bid shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said bid shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payments for labor and materials, furnished for the performance of the AGREEMENT and/or Contract,

then this obligating shall be void, otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligations.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which said bid may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the _____ day of _____, 20__

(SEAL) _____
(Name of Principal)
By: _____

(SEAL) _____
(Name of Surety)
By: _____

Sealed and delivered in the presence of

CITY OF MARLBOROUGH
MARLBOROUGH, MASSACHUSETTS 01752-3812



REQUIRED CERTIFICATIONS

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

Pursuant to M.G.L. Chapter 62C, §49A and M.G.L. Chapter 151A, §19A, I,

authorized signatory for _____

whose principal place of business is at:

do hereby certify under penalties of perjury that the above business organization has filed all state tax returns, paid all taxes as required by law is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholdings and remitting child support and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is:

Signed under the penalties of perjury the _____ day of 2012.

Signature: _____

Name and Title: _____

CERTIFICATE OF VOTE OF AUTHORIZATION

I, _____, Clerk of _____ hereby certify that, at a

meeting of the Board of Directors of said Corporation duly held on _____ which date is earlier than the contract to which this certificate is incorporated by reference, 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 _____ be and hereby is authorized, directed and

(Name of Officer authorized to sign for Corporation)

empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation

by such (Name of Officer) _____ to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Awarding Authority; 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 Awarding Authority."

I, further certify that (NAME OF OFFICER) _____

is the duly-elected (TITLE) _____ of said corporation.

► **Signed:** _____
CLERK-SECRETARY

Place of Business: _____

Date of Contract: _____

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 that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.

BIDDERS BUSINESS REFERENCE FORM

Bidder's Name: _____

Project Title: _____

The bidder must provide five (5) business references for projects performed and completed within the past five (5) years. (Bidder may use this form or attach similar form or additional pages as necessary)

(1) Reference Name: _____ Contact: _____

Address: _____

Phone #: _____ Fax/Internet Address: _____

Description and date(s) of work: _____

(2) Reference Name: _____ Contact: _____

Address: _____

Phone #: _____ Fax/Internet Address: _____

Description and date(s) of work: _____

(3) Reference Name: _____ Contact: _____

Address: _____

Phone #: _____ Fax/Internet Address: _____

Description and date(s) of work: _____

(4) Reference Name: _____ Contact: _____

Address: _____

Phone #: _____ Fax/Internet Address: _____

Description and date(s) of work: _____

(5) Reference Name: _____ Contact: _____

Address: _____

Phone #: _____ Fax/Internet Address: _____

Description and date(s) of work: _____

References will be contacted to confirm the Bidder's skills, abilities and qualifications to faithfully perform the work specified.

CITY OF MARLBOROUGH
MARLBOROUGH, MASSACHUSETTS
01752-3812



**PUBLIC WORKS CONSTRUCTION
CHAPTER 30, SECTION 39M**

**AGREEMENT
AND
CONTRACT DOCUMENTS**

BETWEEN the Owner: **City of Marlborough
140 Main Street
Marlborough, MA 01752-3812**

and the Contractor: **[TO BE INSERTED]**

The Project is: **Catch Basin Cleaning Various Locations –
Contract No. OP 2012-14**

The Designer is: **N/A**

City Clerk Contractor Legal /CPO Department Auditor

CITY OF MARLBOROUGH



OWNER-CONTRACTOR AGREEMENT

This agreement made on this ___ day of _____, 2012 by and between the City of Marlborough as the awarding authority, a municipal corporation within said County of Middlesex and having a usual place of business at 140 Main Street, Marlborough, MA 01752, (hereinafter called the "City"), as represented by the MAYOR acting for and in behalf of the City of Marlborough who signs these presents in his official capacity, and incurs no liability in his individual capacity and _____, a corporation, partnership, individual organized under the laws of _____ and having a usual place of business at _____ (hereinafter called the "Contractor").

WITNESSETH, that the City and the Contractor, for the Consideration hereinunder named, agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall, pursuant to this Agreement, perform all Work required by the Contract Documents for **Catch basin cleaning, including disposal of material at various locations, Contract # OP 2012-14** (hereinafter called the "Project") in the City of Marlborough, Massachusetts, and to accomplish any and all work incidental thereto in accordance with the plans and specifications prepared by the City of Marlborough – Operations Division. and addenda numbers ___ to ___ attached hereto as prepared by the City.

ARTICLE 2. TIME FOR COMPLETION/LIQUIDATED DAMAGES:

2.1 Time is of the essence for this Agreement. The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion no later than November 1 in each year of the contract. The contract term is three (3) years commencing on or after July 1, 2012 through June 30, 2015 with two (2) one-year options to extend in the City's sole discretion, commencing July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017. Future funding after June 30, 2013 is subject to appropriation by the City Council.

2.2 Liquidated damages, but not as penalty, will be assessed at a rate of Five Hundred Dollars (\$500.00) per calendar day beyond the date indicated in the event of a breach of contract.

ARTICLE 3. CONTRACT SUM: The City shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of:

_____ Dollars (\$ _____)
CONTRACT SUM IN WORDS

Unit prices are referenced in the Form of General Bid; G: Estimate and are incorporated herein and attached hereto, if applicable.

ARTICLE 4. The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: Alternate(s) _____ and _____.

ARTICLE 5. NOTICE:

5.1 Wherever in this Agreement the Contractor is to give or receive a notice, **(name to be inserted)** shall be the Contractor's agent for such purpose.

5.2 Wherever in the Contract Documents the City is to give or receive a notice, **Thomas E. Temple, Assistant Commissioner, Department of Public Works, Operations Division, 135 Neil Street,**

Marlborough, MA 01752 shall be the City's agent for such purpose.

ARTICLE 6. CONTRACTING OFFICERS (MGL c. 43, §29 & c. 44, §31C): Wherever used in this Agreement, the term "Contracting Officers" shall mean the City Officials so designated below, or the individual duly appointed by him/her for the performance of any of his/her functions or responsibilities under this Contract. The work performed hereunder shall be carried out under the direction and subject to the approval and acceptance of the Mayor, Department Head and City Auditor (hereinafter called the Contracting Officers).

ARTICLE 7. THE CONTRACT DOCUMENTS:

7.1 The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein (hereinafter collectively referred to as "the Contract Documents"): Advertisement, Notice to Contractors; Instructions to Bidders, Bidding Documents; Contract Forms; General Conditions of the Contract; Specifications, Drawings, Addenda; Special Conditions, if any; Supplementary Conditions, if any, and Appendices as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the General Conditions of Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Agreement and any of the other Contract Documents, the provisions of this Agreement shall prevail. In the event of any conflict or inconsistency between this Agreement, the Contract Documents and any applicable state law, the applicable statutory provisions shall prevail.

ARTICLE 8. CERTIFICATIONS: The Contractor shall certify prior to executing this Agreement, Tax Compliance pursuant to M.G.L. c. 62C, §49A, as amended, and payment of Unemployment Contributions pursuant to M.G.L. c. 151A, §19A, as amended.

Article 9. Worker Documentation Certification: In accordance with MGL c. 149, § 19C, the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this Agreement; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Article 10. Conflict of Interest: The Contractor warrants, that he/she or his/her employees, agents, officers, directors or trustees have not offered or attempted to offer anything of value to any employee of the City in connection with the award of the Contract. The Contractor further warrants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of the Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority. Violation of this Article shall be material breach of this Agreement, subjecting the Contractor to sanctions, including but not limited to withholding payments or termination without regard to any enforcement activities undertaken or completed by any enforcement agency.

Article 11. Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Article 12. Validation: This Agreement will not be valid until signed by the Mayor.

IN WITNESS WHEREOF, the Contractor and the City have caused this instrument to be executed under seal on the day and year first above written.

**FOR THE CONTRACTOR
BY:**

**FOR THE CITY OF MARLBOROUGH
BY:**

By: _____
Title: _____
Date: _____

By: Arthur G. Vigeant
Title: Mayor
Date: _____

[This name for the contractor should match the name on the Certificate of Vote form, if corporation.]

ATTEST:

DEPARTMENT HEAD:

By: _____
Title: _____

By: Ronald M. LaFreniere
Title: Commissioner of Public Works

**CERTIFICATION PURSUANT TO CHAPTER 44,
§ 31C AS TO SUFFICIENCY OF FUNDS AND
AUTHORIZATION FOR MAYOR TO EXECUTE
CONTRACT:**

By: Diane Smith
Title: City Auditor
Purchase Req./P.O.#: _____

CERTIFICATION AS TO PROCUREMENT LAW:

By: Beverly J. Sleeper, MCPPO
Title: Chief Procurement Officer
Procurement Law: _____
Contract/File #: _____

**APPROVED AS TO FORM BY LEGAL COUNSEL
BY:**

Donald V. Rider, Jr.
Title: City Solicitor
OR

Cynthia Panagore Griffin
Title: Assistant City Solicitor

CERTIFICATE OF VOTE OF AUTHORIZATION

I, _____, Clerk of _____ hereby certify that, at a

meeting of the Board of Directors of said Corporation duly held on _____ which date is earlier than the contract to which this certificate is incorporated by reference, 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 _____ be and hereby is authorized, directed and

(Name of Officer authorized to sign for Corporation) empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation

by such (Name of Officer) _____ to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Awarding Authority; 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 Awarding Authority."

I, further certify that (NAME OF OFFICER) _____

is the duly-elected (TITLE) _____ of said corporation.

► **Signed:** _____
CLERK-SECRETARY

Place of Business: _____

Date of Contract: _____

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 that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,as **Principal**,
(hereinafter called Contractor), and
as **Surety**, (hereinafter called Surety), are held and firmly bound unto the **City of Marlborough**,
as **Obligee**, (hereinafter called City), in the sum of
dollars (\$.....) lawful money of the United States of America, to be paid to the
Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the **Contractor** has by a written agreement with the **City** dated entered into a
Contract with the City for the project of
In Marlborough, Massachusetts which contract is by reference made a part hereof, and is hereinafter referred to as
the Contract.

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

IN THE EVENT, that the contract is abandoned by the **Contractor**, or in the event that the **City**, under the
provisions of said contract terminates the employment of the Contractor or the authority of the Contractor to
continue work, said **Surety** hereby further agrees that said **Surety** shall, if requested in writing by the Obligee, take
such action as is necessary to complete said contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this Day of, 20__.

PRINCIPAL _____ **SURETY** _____

By: _____
(Name of Contractor)

By: _____
Attorney-in-Fact

Attest: _____

Attest: _____

Countersigned Massachusetts Resident Agent –

By:

Surety Agent Address

.....

Surety Agent Phone Number

.....

**PAYMENT BOND
LABOR AND MATERIALS**

KNOW ALL MEN BY THESE PRESENTS:

That we, as **Principal**,
(hereinafter called Contractor), and as **Surety**,
(hereinafter called Surety), are held and firmly bound unto the **City of Marlborough**, as **Obligee**, (hereinafter called
City), in the sum of
dollars (\$.....) lawful money of the United States of America, to be paid to the
City, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said **Contractor** has by written agreement dated
entered into a Contract with the City for the project of in
Marlborough Massachusetts which contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

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

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of, 20__.

PRINCIPAL _____ **SURETY** _____

By: _____
(Name of Contractor)

By: _____
Attorney-in-Fact

Attest: _____

Attest: _____

Countersigned Massachusetts Resident Agent –

By:

Surety Agent Address

.....

Surety Agent Phone Number

.....

REQUIRED FOR CONTRACTS WITH A VALUE OF \$100,000 OR MORE

SAMPLE

TO BE SUBMITTED ON CONTRACTOR'S LETTERHEAD

SAMPLE LETTER FROM CONTRACTOR REGARDING ACCOUNTING CONTROLS

DATE:

City of Marlborough – Department of Public Works
Ronald M. LaFreniere, Commissioner
135 Neil Street
Marlborough MA 01752

RE: Contract # 2012-14

Dear Mr. LaFreniere:

This letter is being submitted pursuant to M.G.L. Ch. 30 §39R(c). Please be advised that our firm has a system of internal accounting controls which assure that:

- (1) transactions are executed in accordance with management's general and specific authorization
- (2) transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets
- (3) access to assets is permitted only in accordance with management's general or specific authorization; and
- (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

(General Contractor)

REQUIRED FOR CONTRACTS WITH A VALUE OF \$100,000 OR MORE

SAMPLE

TO BE SUBMITTED ON C.P.A.'S LETTERHEAD

SAMPLE LETTER FROM CPA REGARDING CONTRACTOR ACCOUNTING
CONTROLS

DATE:

City of Marlborough – Department of Public Works
Ronald M. LaFreniere, Commissioner
135 Neil Street
Marlborough MA 01752

RE: Contract # 2012-14

Dear Mr. LaFreniere:

Please be advised that we have reviewed the Statement of Internal Accounting Controls prepared by the general contractor, NAME OF GENERAL CONTRACTOR, in connection with the above-captioned project. This statement is required under M.G.L. Ch. 30, § 39R. In our opinion, representations of management are consistent with our evolutions of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions as assets in the amount which would be material when measured in relation to the firm's financial statements.

Sincerely,

(C.P.A.)

CHAPTER 30, §39M
PUBLIC WORKS NON-CONSTRUCTION
GENERAL PROVISIONS

1.0 SALES TAX EXEMPTION AND OTHER TAXES

1.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. City's Tax Exempt Number is 046-001-399.

1.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

2.0 PERMITS, FEES, AND NOTICES

2.1 The Contractor shall secure and pay for any permits required. The City shall waive any fees due the City, when applicable. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

2.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the City, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.0 INSURANCE REQUIREMENTS

3.1 The Contractor shall maintain and provide the following insurance coverage prior to commencing work under this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract. The City of Marlborough shall be named as additional insured on the Contractor's Liability Policies. The Contractor's insurance shall be primary coverage with no contribution from the City's insurance. Any lack of insurance will not release the Contractor or Subcontractor from its responsibilities to indemnify the City of Marlborough. Contractor shall file a Certificate of Insurance with the executed contract evidencing coverage as specified in herein. All policies shall be written that the City of Marlborough will be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. The Certificate Holder shall be as follows:

City of Marlborough
c/o Department of Public Works
Municipal Garage Administration Offices – 2nd Floor
Attn: Assistant Commissioner of Operations
135 Neil Street
Marlborough, MA 01752

3.2 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (Not Required if ALL work is done by a Self-employed Contractor with No Employees.)

Worker's Compensation:	Coverage A	Per G.L. c152, as amended.
Employer's liability:	Coverage B	up to \$500,000 each accident

3.3 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

Bodily Injury &	\$1,000,000. each occurrence
Property Damage	\$3,000,000. general aggregate

General Liability shall include:

6.0 PREVAILING WAGE RATES

6.1 This Project is subject to the schedule of prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety and included with the bid documents. (M.G.L. c. 149, §§ 26-27H inclusive as amended.)

6.2 VEHICLE AND EQUIPMENT OPERATORS WAGES. If the Commissioner of the Department of Labor and Workforce Development has established a Schedule of wage rates to be paid to the operators of trucks, vehicles or equipment for the Project, the Contractor shall be obligated to pay such operators at least the minimum wage rate contained on such Schedule. (**M.G.L. c.149 §27E**, as amended.) Said wage rates are appended to the Contract. This provision does not apply if work is done by a Sole Proprietor, doing the work alone.

7.0 WARRANTIES/GUARANTEES

7.1 The Contractor guarantees the Work under the contract and the materials furnished by him for use in connection therewith to be free from defects or flaws for one year after the completion of the Contract. It is expressly understood, however, that this guarantee provision shall not absolve the Contractor from any liability to the City arising out a failure to substantially comply with the terms of the contract.

7.2 The City will discharge or release the performance and/or payment or labor and materials bond after the expiration of one year from the time of completion provided that no claim filed under said bond is pending, and provided further, that no such bond shall be discharged or released prior to the expiration of all special guarantees, if applicable, in accordance with M.G.L. c.30 §40, as amended.

8.0 SAFETY REQUIREMENTS

8.1 The Contractor must comply with all Federal, State, and Local safety laws and regulations of the applicable to work performed under the Contract.

8.2 The Contractor is responsible to ensure that all personnel, including subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect. Safety equipment shall be provided at no additional cost to the City.

8.3 The Contractor must comply with the City's Road Closure procedures included in the specifications.

8.4 The Contractor must be able to provide proof that all hazardous materials are being disposed of in accordance with all federal, state and local regulations.

8.5 The Contractor must submit a detailed contract management plan. The information required in the contract management plan includes the following: Contact person, contact phone, contact email address, who is responsible for safety or complaint resolution.

8.6 The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur. The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center located at 331 Montvale Ave., Woburn MA 01801 is 1-888-344-7233.

Notice must be given at least seventy-two (72) hours prior to the work, but not more than sixty (60) days before the work is to be done. Such notice shall state the name of the street or the route number of the way and an accurate description of the location and the nature of the proposed work. The Contractor shall not commence work until Dig-Safe has responded.

8.7 The Contractor shall notify all owners of utilities of his/her intention to commence operations affecting such utilities at least one week in advance of commencement of such operations and the Contractor shall at that time file a copy of such notice with the City's Engineer or designee. A list of public and private utilities can be found in the specifications.

9.0 PUBLIC SAFETY AND CONVENIENCE

9.1 Reasonable precautions shall be taken by the Contractor for the safe and convenient passage of vehicles through or near the project.

9.2 The Contractor's attention is directed to the fact that the convenience and safety of the motoring public takes precedence over the convenience of the contractor performing a City service. At any time during the operations of the Work being performed, when a traffic delay exceeding 90 minutes occurs, the City's Engineer or designee will begin to suspend operations. These restrictions shall take precedence, over any other traffic provision in the contract, and any actions shall be made without additional compensation.

9.3 When, in the judgment of the City's Engineer or designee, operations constitute a hazard to traffic in any area, the Contractor may be required to suspend operations during certain hours and to remove his/her equipment from the roadway.

10.0 ACTIVITY ADJACENT TO A WATER RESOURCE AREA

The Contractor shall not stockpile material or equipment, perform maintenance or refuel equipment within 200 feet of a wetland resource area.

11.0 NON-RESPONSE PENALTIES

11.1 The City may designate to the Contractor that an assignment is an emergency and that it requires a prompt response. If after such a notification the Contractor has not started work at the assigned location **within 4 hours**, a non-response penalty will be assessed to the Contractor. The penalty will be in the form of a contract payment reduction of one thousand dollars (\$1,000.00) for each time there is a failure to respond. The non-response penalty for emergency work may be waived, at the discretion of the City's Engineer or designee, when it is determined that the Contractor acted in good faith and adequate notification was made to the City Engineer or designee with regard to the failure to respond.

11.2 Similar to defining expectations regarding emergency work, the City, after consulting with the Contractor, may direct that routine or scheduled assignments shall commence on a particular day and time. If after such a notification, the Contractor has not started work **within 4 hours** of the time expected, a non-response penalty will be assessed to the Contractor. Contract payments will be reduced five hundred dollars (\$500.00) for each day or portion of the day that the work is delayed. The non-response penalty for scheduled work may be waived, at the discretion of the City Engineer or designee, when it is determined that weather, traffic, or other environmental conditions prohibit the commencement of the work.

11.3 Non-response penalties may be waived by the City when, in the opinion of the City's Engineer or designee, it is in the best interest of the City to do so.

12.0 TRAFFIC ACCOMMODATION

12.1 The Contractor shall provide traffic management set-ups in conformance with the plans and/or specifications provided herein and the Manual on Uniform Traffic Control Devices (MUTCD).

12.2 Work at some locations will require a sustained effort during operations that will necessitate setting up a mobile or non-mobile traffic management plan. The City's Engineer will make the determination as to which operations will be in effect for a given work assignment. All traffic control shall comply with the applicable sections of the MUTCD, Work Zone Safety Guidelines.

12.3 Police Details, when required, shall be located at a sufficient distance in advance of the work area so that they can warn oncoming motorists of the work. The City will waive the ten (10%) percent administration charge for police details required during City projects. The City's Engineer or designee reserves the right to sequence the Contractor's work to concentrate those streets that may require a police detail to minimize such costs. The Contractor shall work in a cooperative manner with the City's Police Department and the City's Engineer or designee to minimize disruption of traffic.

12.4 The Contractor shall provide and use the necessary (as directed by the City's Engineer or designee) warning devices, barricades, drums, signs, special lighting units, special apparel, etc. in accordance with the applicable sections of the MUTCD, Traffic Controls for Construction and Maintenance Operations in the performance of the work.

13.0 CHANGE ORDERS

All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract shall be authorized in the form of a change order pursuant to M.G.L. c. 30, §§ 39N and 39O. No order to the Contractor to a change in or addition to the work to be performed that increases the original contract price shall be deemed to have been given until the City Auditor has certified thereon that an appropriation in the amount of said change order is available, and the City as the Awarding Authority shall not be responsible for payment of such change order unless the City Auditor has so certified in accordance with M.G.L. c. 44, § 31C, as amended.

14.0 TERMINATION

14.1 TERMINATION FOR CAUSE

14.1.1 The City may terminate this Contract for cause if it determines that any of the following circumstances have occurred:

- .1 The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors;
- .2 A receiver has been appointed of the Contractor's property;
- .3 All or a part of the Work has been abandoned;
- .4 The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the City, except as provided in the Contract;
- .5 The City's Representative has determined that the rate of progress required on the project is not being met; or
- .6 The Contractor has substantially violated any provisions of this Contract.

14.1.2 In the event of such termination, the City may hold the Contractor and its sureties liable in damages as for a breach of contract.

14.1.3 The City may complete the work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor.

14.1.4 The City may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The City shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the City has no further use for them.

14.1.5 The City may, at its option, require the surety or sureties to complete the Contract.

14.2 TERMINATION LIABILITIES

14.2.1 All expenses charged under Paragraph 14.1 shall be deducted and paid by the City out of any monies then due or to become due the Contractor under this Contract; and in such accounting the Owner shall not be held to obtain the lowest figures, by competitive bid or otherwise, for the completion of the Work or any part thereof.

14.2.2 All sums actually paid by the City to complete the Work shall be charged to the Contractor. In case the expenses charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the City.

14.2.3 Expenses incurred under subparagraph 14.1 shall also include, but not be limited to, costs for Engineering extra services and Project Representative services required, in the opinion of the City, to successfully inspect and administer the contract through final completion.

14.3 TERMINATION - NO FAULT

14.3.1 In the event that this Contract is terminated by the City, and termination is not based on a reason listed in Paragraph 14.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last payment and the date of termination.

14.3.2 Payment by the City pursuant to Subparagraph 14.3.1 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

14.4 CONTRACT NULL AND VOID

If errors in the procurement, bidding or wage laws or regulations of the Commonwealth or the Federal Government, whether said errors were made by the Contractor or the City, are found to exist by any agency of the Commonwealth or Federal Government or by any court of competent jurisdiction, this contract shall become null and void, and the City shall not be responsible for payment of any fees, invoices, charges or other enumeration except as ordered by a court of competent jurisdiction.

SPECIFICATIONS
FOR THE CLEANING OF CATCH BASINS VARIOUS LOCATIONS
CONTRACT OP 2012-14

1.0 SCOPE OF WORK, PAYMENT, AND ANTICIPATED EXPENDITURE

1.1 Scope of Work: Under the direction of the General Foreman/Streets Division, clean and disposal of material at approximately 6,000 CATCH BASINS AT VARIOUS LOCATIONS in the City of Marlborough, over a three year period (approx. 4,000 each year). Bids are to be priced per catch basin. Consideration must be given to businesses along the streets.

1.2 Payment: Payment will be calculated by the number of catch basins cleaned, multiplied by the charge per catch basin.

1.3 Anticipated Expenditure: The anticipated total value of the contract, if all renewal options are exercised, is expected to exceed \$507,000. However, these are only estimates and no amount of revenue is guaranteed to the awarded Contractor. Previous expenditures given are based on historical data that is limited to past City purchase of services. All previous expenditures are provided for informational purposes only. The anticipated total value of the contract, if all renewal options are exercised, is expected to exceed \$507,000. However, these are only estimates and no amount of revenue is guaranteed to the awarded Contractor. Previous expenditures given are based on historical data that is limited to past City purchase of services. All previous expenditures are provided for informational purposes only.

2.0 TIME FOR COMPLETION AND CONTRACT TERM WITH OPTIONS TO EXTEND

2.1 Time for Completion: Work under this contract shall begin within ten (10) days after notice of award and upon proper submission of required bonds and insurance certificates by the successful bidder. In any event, satisfactory completion of the first phase of work shall be accomplished no later than November 1, 2012. The second phase shall be completed no later than November 1, 2013. The third phase shall be completed no later than November 1, 2014. Work shall be done on a continuing basis. Call back will be done as needed.

2.2 Contract Term with Options to Extend: The Contract expires June 30, 2015 with one option to renew for two (2) one (1) year terms beginning July 1, 2015 through June 30, 2016 and beginning July 1, 2016 through June 30, 2017, exercisable in the City's sole discretion. Approximately thirty (30) days prior to expiration of the initial contract period, the City will notify the Contractor in writing that the City is exercising its option to renew. Future funding after June 30, 2012 is subject to appropriation by the City Council and approved by the Mayor.

3.0 PROTECTION AND RESTORATION OF PROPERTY

Special care shall be exercised to prevent any disturbance to and protect such underground public service structures and facilities as may be near any work to be done by the Contractor. In addition, care shall be taken to keep heavy equipment and miscellaneous machinery off any private property. Any damages incurred by private homeowners as a result of this construction shall be repaired at the expense of the Contractor.

4.0 SIGNS/DETOURS

In the cleaning schedule, consideration must be given to the property owners and businesses along the road. Signs are to be placed at appropriate locations to inform people that work is in progress.

5.0 MATERIAL

As a result in cleaning, all material shall be removed and disposed by the Contractor to an authorized dump site and such cost shall be included in the bid price. Contractors must be able to provide proof that all hazardous materials are being disposed of in accordance with all federal, state and local regulations.

6.0 CATCH BASINS DEFECTS

If the Contractor notices some unusual circumstances, such as a deteriorated basin, in the cleaning process, he/she is to notify the General Foreman/Streets. The Contractor is to report all structural defects in and around each catch basin unit on a Catch Basin Daily Cleaning Report sheet by the following day. Any defects in and around each unit that may cause harm to the general public must be reported immediately.

7.0 HOURS OF WORK

The normal hours of work operations will be Monday through Friday and shall be between 7:00 A.M. and 3:30 P.M. There will be no work authorized beyond these limits unless otherwise expressly approved and authorized by the City's Assistant Commissioner of Operations or designee. The Contractor should be aware that work before 7:00 A.M. will be necessary on Main Street and Lincoln Street (Mechanic Street to Broad Street).

8.0 CLEAN-UP

The Contractor is required to keep and maintain the project area in a clean and uncluttered state throughout the length of the Contract. Upon completion of the work, the Contractor shall remove all debris, excavation and excess materials from the various work site locations.

9.0 EXTRA WORK AND LIMITS OF WORK

No payment for extra work of any kind will be allowed unless expressly approved and authorized in writing by the City. All work is limited to the scope of services provided herein.

10.0 POLICE DETAILS

The City shall provide, at (no cost or cost without an administration charge) to the Contractor, police details as may be necessary. The City reserves the right to sequence the Contractor's work to concentrate those streets that may require a police detail to minimize said charges. The Contractor shall work in a cooperative manner with the Chief of Police and/or his designee to minimize disruption of traffic.

11.0 SPECIAL CONDITIONS

11.1 All aspects of this contract are under the direction of the General Foreman/Streets.

11.2 The catch basin cleaning program will be coordinated with the sweeping program so that the basins are cleaned only in areas that have already been swept. They must be cleaned to a minimum of four (4") inches of the bottom of the basin. At the completion of each cleaning, the basin lid, frame and surrounding asphalt must be swept clean two (2) feet in all directions with the exception of the back of the basin if curbing is present.

11.3 Equipment used by Contractor will be maintained by the Contractor and shall be kept in good safe operating condition.

11.4 The Contractor will dump all debris removed from the catch basin at the Contractor's dump site. No material is to be dumped at sites in the City.

11.5 The Contractor must supply sufficient equipment to clean the approximately 6,000 catch basin in the City within the time specified in the contract. Type and capacity of equipment to be used, including size of suction pipe, must be included on the bid form.

11.6 Basin cleaners must be a self contained unit, hydraulic crane type with a minimum of 18" orange peel type bucket capable of cleaning basins to a minimum of four (4") inches of the bottom of the basin. Additional bucket of smaller size must be available for cleaning of offset structures, if necessary. The vehicle must have a minimum of a five (5) cubic yard dump body.

11.7 Basin cleaners must be capable of transporting debris to the Contractor's dump site. The City will not be responsible for reuse or disposal of such material.

11.8 All equipment must be properly registered and insured in accordance with the Motor Vehicle Laws of the Commonwealth of Massachusetts. All operators must be properly licensed (specifically, a current Hoisting Machinery License) in accordance with M.G.L. Chapter 146, §53 by the Commonwealth of Massachusetts Department of Public Safety to operate the cleaning vehicles. Chock blocks must be used when vehicle is stationary while cleaning basins.

11.9 The Contractor will maintain the frequency of catch basin cleaning as agreed upon as close as possible, subject to severe weather conditions such as heavy rain, extreme cold and snow. To this end, the Contractor must have back-up equipment available to him/her in the event of a breakdown.

11.10 The Contractor will be required to return to basins blocked by parked cars.

11.11 The Contractor must have a supervisor or foreman available to direct operations. This supervisor or foreman will report to the General Foreman/Streets or his designee any problems as well as give progress reports.

11.12 The City reserves the right to spot check the Contractor's work to ensure specification compliance. Call-backs shall be required as necessary for basins not cleaned to the City's satisfaction and shall be immediately re-cleaned.

11.13 The Contractor must report to the General Foreman/Streets or his designee every day before start of work. He/she must also notify the Street Division when he/she leaves the City.

11.14 Initial phase of work must be done in a continuous manor until all basins scheduled to be cleaned are done. The City reserves the right to limit the total catch basin count and/or to provide a list of streets whose basins shall be cleaned.

11.15 An accurate number of the basins cleaned on each and every street must be recorded daily on the Daily Cleaning Report sheet and a copy given to the General Foreman/Streets or his designee at the start of each and every work day.

11.16 The Contract will be required to set-up the necessary safety equipment while working in the City Streets (cones, signs, etc.).

12.0 ROAD CLOSING NOTICE

Before any work is to be done on any city street(s) that would require the street(s) be CLOSED, THE FOLLOWING INSTRUCTION SHALL BE FOLLOWED:

12.1 The day before a road closing, notifications shall be made by the Contractor to:

DEPARTMENT OF PUBLIC WORKS – Principal (508) 624-6910
Clerk

PERMITS (508) 624-6910

POLICE DEPARTMENT (508) 485-1212

FIRE DEPARTMENT (508) 485-2323

PATRIOT AMBULANCE SERVICE 800-491-1112

SCHOOL BUS CONTRACTOR
MARLBOROUGH SCHOOLS
ASSABET VALLEY REGIONAL TECHNICAL
HIGH SCHOOL

NRT Bus, Inc. d/b/a North Reading (978) 694-59559
Transportation 7/1/12 to 6/30/17

TRANSPORTATION CONTRACTOR
OUT OF DISTRICT

AA Transportation 7/1/12 to 8/9/12 (508)791-9100

Ride Rite Medi-Van (978)534-6696

SCHOOL DEPARTMENT (508) 460-3554

RECREATION DEPARTMENT (508) 624-6925
(Summer Only)

RUBBISH & RECYCLING CONTRACTOR (978) 226-9555

REPUBLIC SERVICES D/B/A
ALLIED WASTE SERVICES
35 DUNSTABLE ROAD
TYNGSBORO, MA 01879

12.2 Notice shall include location (house no.) and duration of closing and detour route approved by the Assistant Commissioner of Operations.

12.3 No street will be closed unless absolutely necessary, and only upon written authorization by the Commissioner of Public Works or his designee.

12.4 In the event of an emergency, notification shall be done as soon as possible.

12.5 The installer's license and, if applicable, the street opening permit shall be revoked if the above requirements are not followed.

13.0 NOTICES TO UTILITIES

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of its intentions to commence operations affecting such utilities as least one week in advance of the commencement of such operations. **The Contractor shall file a copy of such notice with the Assistant Commissioner of Operations.**

13.1 Utility Companies and Contacts:

NSTAR Service Company

157 Cordaville Road

Southborough, MA 01772

Francesco Giampa, Supervisor of Planning & Scheduling (508) 305-6866

Verizon

146 Leland Street

Framingham, MA 01702

Ellen Cummings, Regional Director (508) 820-3557

National Grid

245 South Main Street

Hopedale, MA 01747

Kim Schneider, Coordinator (508) 482-1248

ComCast/AT&T Broadband

4 Lybetry Way

Westford, MA 01886

Comcast Operations Center (800) 556-9979

Department of Public Works

Municipal Garage – 135 Neil Street

Marlborough, MA 01752

Ronald M. LaFreniere, P.E., Commissioner (508) 624-6910 ext. 7200

Marlborough Conservation Commission

Priscilla Ryder, Conservation Officer, (508) 460-3781

Marlborough Fire Alarm

Central Fire Station

Marlborough, MA 01752

Marlborough Fire Department (508) 485-2323

Marlborough Police Department
Marlborough, MA 01752

(508) 485-1212

School Transportation Company
NRT Bus, Inc. d/b/a North Reading Transportation
55 Hampshire Road, Methuen, MA

(978) 694-9559

13.2 The Contractor is advised to verify the locations of existing overhead and subsurface utilities in the vicinity of this project with the local utility companies.

13.3 Before the Contractor begins any work or operation which might damage any subsurface structures, he shall carefully locate all such structures and conduct his operations so as to avoid any damage to them. If the Contractor wishes to have any utilities temporarily relocated for his own convenience, he shall make the necessary arrangements with the utility company and reimburse them at his own expense for the cost of the work.

STATE PREVAILING WAGE RATES & FORMS

FORM OF CONTRACTOR'S EQUAL EMPLOYMENT CERTIFICATION
City of Marlborough
Department of Public Works – Operations Division

This form must be completed and submitted by the Contractor prior to the signing of the Owner-Contractor Agreement.

This certifies that:

Contractor

Street Address

City/State/Zip Code

1. Intends to use the following listed construction trades in the work under this contract:

2. Will comply with the minority manpower ratio and specific affirmative action steps contained in The Contract Documents; and

3. Will obtain similar certifications from each of its subcontractors and submit to the Owner prior to the award of any subcontract under this contract the subcontractor's certification.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR

NAME AND TITLE

DATE



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Marlborough
Contract Number: OP 2012-14 **City/Town:** MARLBOROUGH
Description of Work: (Equipment Use Non-Construction) Catch Basin Cleaning and Disposal of Material
Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2012	\$30.15	\$8.91	\$0.00	0.00	\$39.06
	12/01/2012	\$30.45	\$8.91	\$0.00	0.00	\$39.36
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2012	\$30.22	\$8.91	\$0.00	0.00	\$39.13
	12/01/2012	\$30.52	\$8.91	\$0.00	0.00	\$39.43
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2012	\$30.34	\$8.91	\$0.00	0.00	\$39.25
	12/01/2012	\$30.64	\$9.07	\$0.00	0.00	\$39.71
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$0.00	0.00	\$49.84
	12/01/2012	\$40.46	\$10.00	\$0.00	0.00	\$50.46
	06/01/2013	\$41.24	\$10.00	\$0.00	0.00	\$51.24
	12/01/2013	\$42.02	\$10.00	\$0.00	0.00	\$52.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$0.00	0.00	\$49.84
	12/01/2012	\$40.46	\$10.00	\$0.00	0.00	\$50.46
	06/01/2013	\$41.24	\$10.00	\$0.00	0.00	\$51.24
	12/01/2013	\$42.02	\$10.00	\$0.00	0.00	\$52.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$0.00	0.00	\$49.47
	12/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	06/01/2013	\$40.86	\$10.00	\$0.00	0.00	\$50.86
	12/01/2013	\$41.64	\$10.00	\$0.00	0.00	\$51.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$40.84	\$10.00	\$0.00	0.00	\$50.84
	12/01/2012	\$41.46	\$10.00	\$0.00	0.00	\$51.46
	06/01/2013	\$42.24	\$10.00	\$0.00	0.00	\$52.24
	12/01/2013	\$43.02	\$10.00	\$0.00	0.00	\$53.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. 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:



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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
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Prevailing Wage Rates

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Awarding Authority: City of Marlborough
Contract Number: OP 2012-14 **City/Town:** MARLBOROUGH
Description of Work: (Equipment Use Non-Construction) Catch Basin Cleaning and Disposal of Material
Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$28.09	\$10.00	\$0.00	0.00	\$38.09
	12/01/2012	\$28.54	\$10.00	\$0.00	0.00	\$38.54
	06/01/2013	\$29.09	\$10.00	\$0.00	0.00	\$39.09
	12/01/2013	\$29.64	\$10.00	\$0.00	0.00	\$39.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$54.88	\$9.80	\$0.00	0.00	\$64.68
	08/01/2013	\$56.98	\$9.80	\$0.00	0.00	\$66.78
	08/01/2014	\$59.08	\$9.80	\$0.00	0.00	\$68.88
	08/01/2015	\$61.18	\$9.80	\$0.00	0.00	\$70.98
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$54.88	\$9.80	\$0.00	0.00	\$64.68
	08/01/2013	\$56.98	\$9.80	\$0.00	0.00	\$66.78
	08/01/2014	\$59.08	\$9.80	\$0.00	0.00	\$68.88
	08/01/2015	\$61.18	\$9.80	\$0.00	0.00	\$70.98
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2012	\$20.50	\$7.10	\$0.00	0.00	\$27.60
	12/01/2012	\$20.50	\$7.10	\$0.00	0.00	\$27.60
	06/01/2013	\$20.50	\$7.10	\$0.00	0.00	\$27.60
	12/01/2013	\$20.50	\$7.10	\$0.00	0.00	\$27.60
	06/01/2014	\$20.50	\$7.10	\$0.00	0.00	\$27.60
	12/01/2014	\$20.50	\$7.10	\$0.00	0.00	\$27.60
	06/01/2015	\$20.50	\$7.10	\$0.00	0.00	\$27.60
	12/01/2015	\$20.50	\$7.10	\$0.00	0.00	\$27.60
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$0.00	0.00	\$49.84
	12/01/2012	\$40.46	\$10.00	\$0.00	0.00	\$50.46
	06/01/2013	\$41.24	\$10.00	\$0.00	0.00	\$51.24
	12/01/2013	\$42.02	\$10.00	\$0.00	0.00	\$52.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. 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:



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Prevailing Wage Rates

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Awarding Authority: City of Marlborough
Contract Number: OP 2012-14 **City/Town:** MARLBOROUGH
Description of Work: (Equipment Use Non-Construction) Catch Basin Cleaning and Disposal of Material

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$28.09	\$10.00	\$0.00	0.00	\$38.09
	12/01/2012	\$28.54	\$10.00	\$0.00	0.00	\$38.54
	06/01/2013	\$29.09	\$10.00	\$0.00	0.00	\$39.09
	12/01/2013	\$29.64	\$10.00	\$0.00	0.00	\$39.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$0.00	0.00	\$49.84
	12/01/2012	\$40.46	\$10.00	\$0.00	0.00	\$50.46
	06/01/2013	\$41.24	\$10.00	\$0.00	0.00	\$51.24
	12/01/2013	\$42.02	\$10.00	\$0.00	0.00	\$52.02

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Marlborough
Contract Number: OP 2012-14 **City/Town:** MARLBOROUGH
Description of Work: (Equipment Use Non-Construction) Catch Basin Cleaning and Disposal of Material

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - OPERATING ENGINEERS - Local 4						
Effective Date - 06/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.91	\$10.00	0.00	\$0.00	\$31.91
2	60	\$23.90	\$10.00	0.00	\$0.00	\$33.90
3	65	\$25.90	\$10.00	0.00	\$0.00	\$35.90
4	70	\$27.89	\$10.00	0.00	\$0.00	\$37.89
5	75	\$29.88	\$10.00	0.00	\$0.00	\$39.88
6	80	\$31.87	\$10.00	0.00	\$0.00	\$41.87
7	85	\$33.86	\$10.00	0.00	\$0.00	\$43.86
8	90	\$35.86	\$10.00	0.00	\$0.00	\$45.86
Effective Date - 12/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.25	\$10.00	0.00	\$0.00	\$32.25
2	60	\$24.28	\$10.00	0.00	\$0.00	\$34.28
3	65	\$26.30	\$10.00	0.00	\$0.00	\$36.30
4	70	\$28.32	\$10.00	0.00	\$0.00	\$38.32
5	75	\$30.35	\$10.00	0.00	\$0.00	\$40.35
6	80	\$32.37	\$10.00	0.00	\$0.00	\$42.37
7	85	\$34.39	\$10.00	0.00	\$0.00	\$44.39
8	90	\$36.41	\$10.00	0.00	\$0.00	\$46.41

Notes:

Apprentice to Journeyworker Ratio:1:6

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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Marlborough
Contract Number: OP 2012-14 **City/Town:** MARLBOROUGH
Description of Work: (Equipment Use Non-Construction) Catch Basin Cleaning and Disposal of Material

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER LABORERS - ZONE 2	06/01/2012	\$29.35	\$7.10	\$0.00	0.00	\$36.45
	12/01/2012	\$29.60	\$7.10	\$0.00	0.00	\$36.70
	06/01/2013	\$30.10	\$7.10	\$0.00	0.00	\$37.20
	12/01/2013	\$30.60	\$7.10	\$0.00	0.00	\$37.70
	06/01/2014	\$31.10	\$7.10	\$0.00	0.00	\$38.20
	12/01/2014	\$31.60	\$7.10	\$0.00	0.00	\$38.70
	06/01/2015	\$32.10	\$7.10	\$0.00	0.00	\$39.20
	12/01/2015	\$32.60	\$7.10	\$0.00	0.00	\$39.70
	06/01/2016	\$33.10	\$7.10	\$0.00	0.00	\$40.20
	12/01/2016	\$33.85	\$7.10	\$0.00	0.00	\$40.95

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Awarding Authority: City of Marlborough
Contract Number: OP 2012-14 **City/Town:** MARLBOROUGH
Description of Work: (Equipment Use Non-Construction) Catch Basin Cleaning and Disposal of Material
Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LABORER - Zone 2

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.61	\$7.10	0.00	\$0.00	\$24.71
2	70	\$20.55	\$7.10	0.00	\$0.00	\$27.65
3	80	\$23.48	\$7.10	0.00	\$0.00	\$30.58
4	90	\$26.42	\$7.10	0.00	\$0.00	\$33.52

Effective Date - 12/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.76	\$7.10	0.00	\$0.00	\$24.86
2	70	\$20.72	\$7.10	0.00	\$0.00	\$27.82
3	80	\$23.68	\$7.10	0.00	\$0.00	\$30.78
4	90	\$26.64	\$7.10	0.00	\$0.00	\$33.74

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2012	\$21.31	\$10.00	\$0.00	0.00	\$31.31
	12/01/2012	\$21.65	\$10.00	\$0.00	0.00	\$31.65
	06/01/2013	\$22.07	\$10.00	\$0.00	0.00	\$32.07
	12/01/2013	\$22.49	\$10.00	\$0.00	0.00	\$32.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2012	\$24.60	\$10.00	\$0.00	0.00	\$34.60
	12/01/2012	\$24.99	\$10.00	\$0.00	0.00	\$34.99
	06/01/2013	\$25.47	\$10.00	\$0.00	0.00	\$35.47
	12/01/2013	\$25.96	\$10.00	\$0.00	0.00	\$35.96

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Awarding Authority: City of Marlborough
Contract Number: OP 2012-14 **City/Town:** MARLBOROUGH
Description of Work: (Equipment Use Non-Construction) Catch Basin Cleaning and Disposal of Material
Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$0.00	0.00	\$49.47
	12/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	06/01/2013	\$40.86	\$10.00	\$0.00	0.00	\$50.86
	12/01/2013	\$41.64	\$10.00	\$0.00	0.00	\$51.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2012	\$29.68	\$8.91	\$0.00	0.00	\$38.59
	12/01/2012	\$30.28	\$9.07	\$0.00	0.00	\$39.35
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$0.00	0.00	\$49.84
	12/01/2012	\$40.46	\$10.00	\$0.00	0.00	\$50.46
	06/01/2013	\$41.24	\$10.00	\$0.00	0.00	\$51.24
	12/01/2013	\$42.02	\$10.00	\$0.00	0.00	\$52.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$0.00	0.00	\$49.84
	12/01/2012	\$40.46	\$10.00	\$0.00	0.00	\$50.46
	06/01/2013	\$41.24	\$10.00	\$0.00	0.00	\$51.24
	12/01/2013	\$42.02	\$10.00	\$0.00	0.00	\$52.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$28.09	\$10.00	\$0.00	0.00	\$38.09
	12/01/2012	\$28.54	\$10.00	\$0.00	0.00	\$38.54
	06/01/2013	\$29.09	\$10.00	\$0.00	0.00	\$39.09
	12/01/2013	\$29.64	\$10.00	\$0.00	0.00	\$39.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$0.00	0.00	\$49.47
	12/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	06/01/2013	\$40.86	\$10.00	\$0.00	0.00	\$50.86
	12/01/2013	\$41.64	\$10.00	\$0.00	0.00	\$51.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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Awarding Authority: City of Marlborough
Contract Number: OP 2012-14 **City/Town:** MARLBOROUGH
Description of Work: (Equipment Use Non-Construction) Catch Basin Cleaning and Disposal of Material
Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2012	\$30.44	\$8.91	\$0.00	0.00	\$39.35
	12/01/2012	\$30.74	\$8.91	\$0.00	0.00	\$39.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2012	\$30.73	\$8.91	\$0.00	0.00	\$39.64
	12/01/2012	\$31.03	\$8.91	\$0.00	0.00	\$39.94
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$0.00	0.00	\$49.47
	12/01/2012	\$40.09	\$10.00	\$0.00	0.00	\$50.09
	06/01/2013	\$40.86	\$10.00	\$0.00	0.00	\$50.86
	12/01/2013	\$41.64	\$10.00	\$0.00	0.00	\$51.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2012	\$31.02	\$8.91	\$0.00	0.00	\$39.93
	12/01/2012	\$31.32	\$8.91	\$0.00	0.00	\$40.23
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$16.59	\$2.42	\$0.00	0.00	\$19.01
This classification applies only to the trimming of branches on and around utility lines.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$14.64	\$2.42	\$0.00	0.00	\$17.06
This classification applies only to the trimming of branches on and around utility lines.						
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2012	\$30.44	\$8.91	\$0.00	0.00	\$39.35
	12/01/2012	\$30.74	\$8.91	\$0.00	0.00	\$39.65

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Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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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. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

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

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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