



**TOWN OF WILMINGTON  
DEPARTMENT OF PUBLIC WORKS**

**INVITATION TO BID**

Sealed bids for furnishing the following products and services for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) to the Town of Wilmington, Massachusetts, will be received by mail at the Office of the Town Manager, Town Hall, 121 Glen Road, Wilmington, Massachusetts 01887, until

**10:00 AM on Tuesday, May 10, 2022**, where and when they will be publicly opened and read:

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

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

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

File original bid with the Town Manager, Town Hall, 121 Glen Road, Wilmington, Massachusetts 01887. Mark each envelope: "Bid on (identify specific product) to be opened at 10:00 AM on May 10, 2022."

Quantities shown in bid specifications are approximate only and will be used for comparison of bids.

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

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

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

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

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

Jeffrey M. Hull  
Town Manager

# TOWN OF WILMINGTON, MASSACHUSETTS



## CONTRACT DOCUMENTS FOR CATCH BASIN CLEANING SERVICES

Bids Due:  
May 10, 2022 @ 10:00am

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SECTION 00020

INVITATION FOR BIDS

Sealed bids for furnishing the following item will be received at the Office of the Town Manager, Wilmington Town Hall, 121 Glen Road, Wilmington, MA 01887 until the time specified below at which time the bids will be publicly opened and read:

**Catch Basin Cleaning Services**

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

Bids will be opened in the Office of the Town Manager on **Tuesday, May 10, 2022 at 10:00 a.m.**

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30, §39M.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

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

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

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

The Town of Wilmington

By: Jeffrey M. Hull, Town Manager

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Wilmington, Massachusetts, herein called the Owner, acting by and through its Town Manager, will receive sealed Bids for the project known as:

**Catch Basin Cleaning Services**

General bids shall be addressed to the Town Manager's Office, Wilmington Town Hall, 121 Glen Road, Wilmington MA 01887 and endorsed "**Catch Basin Cleaning Services**" (Project) will be received at the Office of the Town Manager until **10:00 a.m. prevailing time, on Tuesday, May 10, 2022** at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The work consists of Catch Basin Cleaning for the Department of Public Works. This work will be considered supplemental to the efforts the Department's internal catch basin cleaning program and will be utilized on an as-needed basis.

The contract will remain in effect from July 1, 2022 through June 30, 2023.

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

3. Preparation of Bid

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

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

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

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

Bid signatures will be checked.

All addenda will be sent certified mail, with return receipt requested, and/or facsimile or e-mail to all prospective bidders. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and, provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

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

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

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

Every request for such interpretation should be in writing addressed to:

Joseph Lobao  
Business & Utility Manager  
121 Glen Road  
Wilmington, MA 01887

and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished by them for such purposes), or sent via facsimile or email if time requires. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

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

10. Power of Attorney

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

11. Laws and Regulations



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

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

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

14. Information Not Guaranteed

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

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

15. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the

remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

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

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

17. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

18. Comparison of Bids

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

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding. The contract dates are from July 1, 2022, through June 30, 2023.

20. Statutes Regulating Competitive Bidding

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

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

22. Contractor Records

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

23. Insurance

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

25. Project Manager

The Owner may utilize the services of a project manager, whose duties shall be as set forth in an Agreement for Project Manager Services.

SECTION 00300

FORM OF GENERAL BID

Bid of \_\_\_\_\_ (hereinafter called "Bidder")\*

a corporation, organized and existing under the laws of the state of  
\_\_\_\_\_

a partnership

a joint venture

an individual  
doing business as \_\_\_\_\_

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

Gentlemen:

The undersigned Bidder, in compliance with your invitation for bids for the project known as **Catch Basin Cleaning Services** having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on July 1, 2022 and fully complete the project prior to June 30, 2023. The Bidder further agrees to pay as liquidated damages the sum of three hundred (\$300.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

\_\_\_\_\_  
\*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

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**BID FORM – CATCH BASIN CLEANING SERVICES**

*Bid Due Date: May 10, 2022 @ 10:00 AM*

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

	<b>ESTIMATED QUANTITY</b>		<b>UNIT BID PRICE</b>		<b>TOTAL BID</b>
CATCH BASIN CLEANING	500 CATCH BASINS	X	\$	=	

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

**TOTAL BID PRICE IN WORDS\*:** \_\_\_\_\_

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

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

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

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

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

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

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

If the contract is more than \$25,000, the selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in the contract.

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

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

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(attach supplementary list if necessary)

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

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
----------------------------	-------------------------	----------------------------	----------------------------	---------------------------	--------------------------

a. \_\_\_\_\_

\_\_\_\_\_

b. \_\_\_\_\_

\_\_\_\_\_

c. \_\_\_\_\_

\_\_\_\_\_

d. \_\_\_\_\_

\_\_\_\_\_

e. \_\_\_\_\_

\_\_\_\_\_

f. \_\_\_\_\_

\_\_\_\_\_

Bank reference \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Bank)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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

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



Respectfully submitted:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name of Bidder)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Telephone Number)

SECTION 00500

SAMPLE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_  
in the year Two Thousand and \_\_\_\_\_, between \_\_\_\_\_, with a  
usual place of business at \_\_\_\_\_, hereinafter  
called the CONTRACTOR, and the Town of Wilmington, acting by its Town Manager, with a  
usual place of business at 121 Glen Road, Wilmington, MA 01887, hereinafter called the  
OWNER.

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

1. Scope of Work

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

2. Contract Price

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

3. Commencement and Completion of Work and Liquidated Damages

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

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract

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

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$300.00 per day.

#### 4. Performance of the Work

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

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

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

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

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

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

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

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

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

5. Affirmative Action/Equal Employment Opportunity

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

6. Site Information Not Guaranteed; Contractor's Investigation

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

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

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

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

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

7. Project Architect or Engineer

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

8. Wage Rates

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

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

9. Payments to the Contractor

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

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

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

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

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

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



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

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

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

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

10. Final Payment, Effect

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

11. Contract Documents

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

Invitation to Bid  
Instructions to Bidders  
This Contract Form  
Bid Form

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

12. Terms Required By Law

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

13. Indemnification

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

14. Insurance

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

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

- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

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

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

15. Notice

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

16. Termination

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

17. Miscellaneous

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

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

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

[Remainder of page intentionally blank.]

AGREED:

**TOWN OF WILMINGTON, MASSACHUSETTS**  
(Owner)

By its TOWN MANAGER

\_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City and State)

Approved as to Form:

By \_\_\_\_\_

(Owner's Counsel)

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

By \_\_\_\_\_

(Owner's Accountant)

\_\_\_\_\_

(Name)

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

I, \_\_\_\_\_, hereby certify that I am the duly qualified  
(Secretary of the Corporation)

and acting Secretary of \_\_\_\_\_ and I further certify that a meeting of the  
(Name of Corporation)

Directors of said Company, duly called and held on \_\_\_\_\_, at which  
(Date of Meeting)

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

VOTED:      To authorize and empower  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

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

By: \_\_\_\_\_  
(Secretary of Corporation)

A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)

**CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACTS**

**You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.**

**TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

**NON-COLLUSION**

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

---

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

---

**OSHA TRAINING**

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

**COMPLETE AND SIGN BELOW:**

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture or Individual)

\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
(Surety) (City & State)

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

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered  
into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ (the "Construction Contract"), for the construction described as follows: \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,  
all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract  
during the original term thereof, and any extensions thereof which may be granted by the Owner,  
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under  
the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs  
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the  
Owner all outlay and expense which the Owner may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1)  
the Owner has declared the Principal in default of the Construction Contract or any provision  
thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to  
execute the work consistent with, and in conformance to, the Construction Contract (collectively  
referred to as a "Contractor Default"). The determination of a Contractor Default shall be made  
solely by the Owner. The Owner need not terminate the Construction Contract to declare a  
Contractor Default or to invoke its rights under this Bond.



When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ ( ) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

		_____
		Principal
_____	By	_____
(Principal Secretary)		_____
		_____
		_____
		(Address-Zip Code)

_____	(SEAL)
Witness as to Principal	
_____	
_____	
(Address-Zip Code)	

ATTEST:

		_____
		Surety
_____	By	_____
		(Attorney-in-Fact)
		_____
		_____
		(Address-Zip Code)

_____	(SEAL)
Witness as to Surety	
_____	
_____	
(Address-Zip Code)	

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and \_\_\_\_\_ of \_\_\_\_\_,  
(Surety)

State of \_\_\_\_\_ hereinafter called the "Surety" and licensed by the State  
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of \_\_\_\_\_, Massachusetts, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction described as follows:

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

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

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ ( ) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

_____		_____
		Surety
_____	By	_____
		(Attorney-in-Fact)
		_____
		(Address-Zip Code)
_____	(SEAL)	
Witness as to Surety		
_____		
_____		
(Address-Zip Code)		

NOTE:        Date of Bond must not be prior to date of Contract.    If Contractor is a Partnership, all partners should execute Bond.

**SECTION 00800**

**SUPPLEMENTAL CONDITIONS**

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3. Insurance Requirements	2

SECTION 00850 - Incorporation of Applicable Provisions of the Massachusetts General Laws

Attachment A – Prevailing Wage Rates and Certificate of Compliance

**§ SC 1.1 INTRODUCTION**

The following provisions modify, change, delete from or add to Section 00500 Agreement. Where any Subsection of the Agreement is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

**§ SC 2.1 PREVAILING WAGE**

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

**§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE**

In no case shall the limits of liability be less than the following:

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

The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

## **SECTION 00850**

### Incorporation of Applicable Provisions of the Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

## SECTION 00900

### SPECIFICATIONS: CATCH BASIN CLEANING SERVICES

#### SCOPE OF WORK

The Town of Wilmington is requesting bids for **Catch Basin Cleaning** for the Department of Public Works. This work will be considered supplemental to the efforts the Department's internal catch basin cleaning program and will be utilized on an as-needed basis.

The contract will remain in effect from **July 1, 2022 through June 30, 2023**.

#### DIRECTION AND OVERSIGHT OF THE WORK

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

#### MISCELLANEOUS PROVISIONS

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

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

The work shall be done pending sufficient funding. The Town makes no guarantee as to the number of catch basins cleaned under this bid.

#### Price Submission

All prices must contain a unit rate as requested on the bid price form. All prices are to include mobilization, services, the cost of fuel, the cost of labor and all other charges related to the products listed. Prices are to remain the same for the entire contract period.



### Estimated Quantities

The Town of Wilmington has provided estimates for the number of catch basins which will require cleaning. These quantities are estimates only and are not guaranteed.

### Catch Basin Cleaning

The work to be done under this contract shall consist of removing the accumulated dirt, refuse and other debris from each catch basin and catch basin grate, and properly disposing of the materials removed at the Town's yard waste center at 855 Main Street in Wilmington, MA.

The Contractor shall in each case remove the grate, clean the catch basin, including scraping the sides of the basin, to the satisfaction of the Town Engineer or Department of Public Works designee, and carefully replace the grate. The catch basin shall be considered clean when remaining material in the catch basin is not more than four inches in depth, if leveled.

### Sequence of Cleaning

The Town will make available to the Contractor Work Route Maps showing the sequence in which the Contractor will proceed in cleaning the catch basins.

The Contractor shall provide to the Department of Public Works on a weekly basis a report containing the locations and number of catch basins cleaned during the week and the total number of catch basins cleaned year to date.

### Start/Completion Time

The time frame for cleaning of catch basins will be from July 1 to June 30 of the calendar year covered by the contract. Work will be performed normally between the hours of 7:00 AM and 4:00 PM, Monday through Friday. Work outside of normal hours, along with work on Saturday and Sunday, must be approved in advance, by the Director of Public Works or his designee.

## Construction Methods

Each catch basin is to be thoroughly cleaned of sand, silt, and debris from the lower portion of the basin (i.e., basin sump) by mechanical means or hand labor. Rodding may be required to loosen debris materials to assure complete removal.

The Contractor is to remove the basin grate, thoroughly clean the catch basin and reset the grate prior to leaving the basin. It is anticipated that clam trucks will be utilized for this contract award.

The Contractor shall notify Department of Public Works of any broken grates or frames, undermined basins, plugged or broken pipe connections, or any suspicious pipe inlets observed during the cleaning operations. Any deficiencies shall be noted in a weekly written report. If a basin does not have a sump it shall be noted in the report.

During the operation, care shall be taken by the contractor not to damage grate, frame, catch basin, pipe, or curbing. If damage is caused by the negligence of the Contractor the damaged parts shall be satisfactory repaired or replaced at the Contractor's expense.

The material removed from the catch basins shall be transported immediately to the approved disposal area in trucks that will not spill or leak the material along the roadway. Any material falling on the roadway shall be noted in the report.

## Traffic Control

The Contractor is solely responsible for all traffic control, signage and personnel as is necessary to provide for the safety of workmen, equipment, and the traveling public. The Contractor shall not block or stop the normal flow of traffic.

## Limits of Work

The Owner reserves the right to increase or decrease the number of catch basins to be cleaned under this contract without any change to the Contract Unit Price.

### Method of Measurement

Each catch basin satisfactorily cleaned will be measured as a complete unit. A basin which cannot be cleaned due to a structural defect or absence of a sump will not be measured for payment. The Contractor shall mark the top of the catch basin grate with paint with the color specified by the Department of Public Works after it has been cleaned

### Basis of Payment

All measured catch basins will be paid for at the contract unit price. This price shall include all equipment, fuel, tools, transportation, traffic control, and labor incidental to the completion of the removal and safe disposal of the material in accordance with the provisions of these.

### Reporting and Record Keeping

The contractor must measure and log the following: Depth from Rim to sediment prior to cleaning, depth from rim to sediment after cleaning, depth from rim to outlet invert, and approximate diameter of catch basin. Note shall be made whether there is a catch basin hood on the outlet pipe, whether there is evidence of an illicit discharge or strange piping (non-stormwater related discharges), and whether the overall condition of the catch basin is Good, Fair, or Poor.

This information shall be input directly by the Contractor into a web-based form created by the Town which shows the location of the catch basin and coordinates. Therefore, the contractor must have internet capability via laptop or tablet in the vehicle.

ATTACHMENT A  
PREVAILING WAGE SCHEDULE



**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**

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Wilmington

**Contract Number:**

**City/Town:** WILMINGTON

**Description of Work:** Catch Basin Cleaning Services for DPW

**Job Location:** various locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
<b>Rental of Equipment - East</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$0.00	\$0.00	\$66.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$0.00	\$0.00	\$78.10
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$0.00	\$0.00	\$58.47
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$0.00	\$0.00	\$83.00
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$0.00	\$0.00	\$44.83
3	65	\$33.40	\$14.00	\$0.00	\$0.00	\$47.40
4	70	\$35.97	\$14.00	\$0.00	\$0.00	\$49.97
5	75	\$38.54	\$14.00	\$0.00	\$0.00	\$52.54
6	80	\$41.10	\$14.00	\$0.00	\$0.00	\$55.10
7	85	\$43.67	\$14.00	\$0.00	\$0.00	\$57.67
8	90	\$46.24	\$14.00	\$0.00	\$0.00	\$60.24

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

LABORER	12/01/2021	\$35.41	\$9.10	\$0.00	\$0.00	\$44.51
LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$0.00	\$0.00	\$45.41
	12/01/2022	\$37.16	\$9.10	\$0.00	\$0.00	\$46.26
	06/01/2023	\$38.06	\$9.10	\$0.00	\$0.00	\$47.16
	12/01/2023	\$38.96	\$9.10	\$0.00	\$0.00	\$48.06

**Apprentice - LABORER - Zone 2**

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$0.00	\$0.00	\$30.35
2	70	\$24.79	\$9.10	\$0.00	\$0.00	\$33.89
3	80	\$28.33	\$9.10	\$0.00	\$0.00	\$37.43
4	90	\$31.87	\$9.10	\$0.00	\$0.00	\$40.97

**Effective Date - 06/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$0.00	\$0.00	\$30.89
2	70	\$25.42	\$9.10	\$0.00	\$0.00	\$34.52
3	80	\$29.05	\$9.10	\$0.00	\$0.00	\$38.15
4	90	\$32.68	\$9.10	\$0.00	\$0.00	\$41.78

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$0.00	\$0.00	\$44.51
LABORERS - ZONE 2 (HEAVY & HIGHWAY)						



**Apprentice - LABORER (Heavy & Highway) - Zone 2**

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$0.00	\$0.00	\$30.35
2	70	\$24.79	\$9.10	\$0.00	\$0.00	\$33.89
3	80	\$28.33	\$9.10	\$0.00	\$0.00	\$37.43
4	90	\$31.87	\$9.10	\$0.00	\$0.00	\$40.97

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$0.00	\$0.00	\$37.48
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$28.44	\$14.00	\$0.00	\$0.00	\$42.44
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
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POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
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SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
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TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
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VAC-HAUL/CATCH BASIN CLEANING TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
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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.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.