

City of Fitchburg, Massachusetts



PROCUREMENT IN BRIEF	
Bid Title	Cleanouts of Abandoned Buildings
Solicitation Number	23-050-S
Project Address	718 Main Street Fitchburg MA 01420
Contracting Department	Health/Building and Treasurer
Procurement Issue Date	1/26/23
Pre-bid meeting/site visit Date and Time	N/A
Pre-bid meeting/site visit Location	N/A
Bid Due Date and Time	2/9/2023 @ 2:00PM
Last day for questions	2/2/2023
Point of Contact	All information with respect to this solicitation shall be directed through the Chief Procurement Officer, including questions, clarifications, or observations. Bidder shall not contact any City employee, agent, official, department, department head, or agent with regards to this solicitation. Doing so may lead to disqualification of the bid.
Governing Procurement Law	c. 30B
Wage Requirements	This contract is subject to Prevailing Wage requirements so, the vendor shall pay prevailing wage rates in accordance with the applicable wage rate schedule from DLS included with the solicitation documents.
Number of Copies Required	Submit one (1) signed original bid package (forms only).
Assembly of Bid Submittal	Bid response shall be in single-sided format only, and not bound in any way with metal or plastic binding, or in a binder of any sort, or with multiple staples. A single staple in a top corner of the document will be accepted, if necessary. <i>Please help us reduce waste by following these guidelines!</i>
Bid Opening	Bids will be publicly open and a bid summary posted to the City website within 24 hours after the opening.
Contract Award	Contract will be awarded upon recommendation by the Contracting Department. Contract is only valid once the Mayor has signed the document.
Length (Term) of Contract	

One (1) signed original bid package shall be delivered or mailed to:
 City of Fitchburg
 Purchasing Department
 Attention: Chief Procurement Officer
 718 Main Street, Suite 208
 Fitchburg, MA 01420

CONTENTS OF BID

Section One Includes:

Procurement in Brief (Cover Sheet)
 Invitation to Bid
 General Instructions
 Detailed Instructions
General Description/Scope of Project
 Prevailing Wages (if applicable)
Sample Certified Payroll Forms (if applicable)
 City Tax Forms

Section Two Includes:

Sample Contract

Section Three Includes:

Bidder's Forms to be Completed and Returned
 Bidder's Checklist

INVITATION FOR BID

CITY OF FITCHBURG
23-050-S Cleanouts of Abandoned Buildings
MGL c. 30B, Project over \$50k, Invitation for Bid

The City of Fitchburg invites sealed bids for cleaning out abandoned buildings.

Bids will be received until February 9th, 2023 at 2:00 PM at the office of the Chief Procurement Officer, City Hall, 718 Main Street, Suite 208, Fitchburg, MA and at the designated time and place publicly opened and recorded.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and any resulting contract will be strictly awarded in accordance with the requirements of the solicitation. The City reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The City reserves the right to waive all informalities not involving price, time, or changes in the scope of work.

Project is subject to compliance with prevailing wage requirements.

Specifications, Terms and Conditions and Forms may be obtained via the City's website at www.fitchburgma.gov, under Current Solicitations. Complete sets of bidding documents shall be used in preparing bids; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents or for modifications to the bidding documents including electronic conversion.

Mary A. Delaney
Chief Procurement Officer

Notice of Bid published in Goods and Services Bulletin (over \$100k), Sentinel and Enterprise, COMMBUYS and the official City website.

PART 1: BIDDING REQUIREMENTS

GENERAL INSTRUCTIONS

1. The City of Fitchburg may cancel this bid, in whole or in part, or may reject all submittals, whenever such action is determined to be fiscally advantageous to the City of Fitchburg, or if it is otherwise in the best interest of the City of Fitchburg.
2. The City of Fitchburg may request that supplementary information be furnished to assure the City of Fitchburg that a bidder has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Bidder shall sign the submittal. In the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the submittal will sign the document.
4. Bidders may correct, modify or withdraw the original submittals on or before the date and time stated in the legal advertisement. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. Any late correction or modification to the submittal will not be accepted. A bidder who wishes to withdraw a submittal must make a request in writing.
5. Each bidder shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any bidder from any obligation in respect to his/her submittal.
6. It is understood that the bidder's submittal to the City of Fitchburg will remain valid until execution of the contract. The successful bidder's submittal shall be attached thereto and become a part of the contract between the City of Fitchburg and the bidder.
7. The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over these services shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though written out in full.
8. All costs involved in preparing the bid submittal will be borne by the bidder; the City of Fitchburg will not be liable for any costs associated with the creation of the bid. The bidder shall be familiar with all federal, state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
9. Bid submittals which are incomplete, conditional or obscure, will be rejected. No award will be made to any bidder who cannot satisfy the Awarding Authority that there is sufficient ability and sufficient capital to enable the bidder to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.
10. Response to this solicitation acknowledges the bidder's acceptance of all sections and requirements of this document. If the bidder's submittal does not comply with the requirements of this solicitation, or if an item is not understood in any way, a copy of that section of the solicitation must then be included in the submittal and all its copies must clearly state the deviation, additions, or other comments.

Pre-Bid Meeting and Site Visit

If scheduled, potential bidders are requested to attend a pre-bid meeting and site visit. A listing of attendees will be kept. This is not a mandatory meeting.

Questions and Clarifications

1. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error they discover upon examination of the bid

documents, the work site, or any other conditions which apply to the work.

2. Questions requiring clarification and all other inquiries shall be submitted in writing to the Chief Procurement Officer only, prior to the deadline stated in the General Requirements and Specifications, in order to afford the City of Fitchburg adequate time to respond prior to the deadline for submission of bids. Should it be found necessary, a written addendum will be incorporated into the bid and will become part of the contract.
3. Those who have received the bid documents via the City's online solicitation portal (registered plan holders) will be notified of such changes. Bidder shall acknowledge receipt of any and all addendum issued to the bid by signing and returning the addendum form with the bid. Failure to do so shall be cause to reject the submittal as unresponsive.
4. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response.
5. All documents related to, and included with, this solicitation, are available on the City website, which should be the bidder's only resource for seeking documents. Complete sets of Bidding Documents shall be used in preparing Bids; neither City nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, Bidding Documents provided by third parties, or for modifications to the Bidding Documents not made by official Addenda, including electronic conversion.
6. Bidders should note that oral communications are not binding on the City and only written responses by the City will be considered.
7. Questions received after the due date will not be responded to unless the City determines it necessary.

Submittal Instructions

1. Submit one sealed envelope or box containing the bid submittal clearly marked on the outside with the name and address of the bidder, the contract/bid number, and bid title, along with the due date and time. Submittal must be received per the time frame outlined in the legal advertisement.
2. Bid shall be addressed and delivered to the Chief Procurement Officer, City Hall, 718 Main Street, Suite 208, Fitchburg, MA 01420. City Hall is open from 8:30 am to 4:30 pm on weekdays.

SPECIAL INSTRUCTIONS FOR BID PACKAGE DELIVERIES: If the bid is to be dropped off in person, please go to the Purchasing Office on the second floor. Please leave yourself ample time before the deadline time to deliver your bid. Bids arriving late or left in any outside receptacle will be rejected and returned unopened.

3. Bid shall include all required forms and the price submittal form supplied by the City, and shall be signed as indicated. Any and all addenda shall be acknowledged with the bid submittal. W-9 form must also be provided for bidders to be set up as potential vendors or contractors to the City.

Bid Opening

1. If, at the time of the originally scheduled bid opening, City Hall is closed due to inclement weather or any other unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day, unless otherwise indicated by an addendum issued by the Chief Procurement Officer.
2. Bids will be publicly opened and read aloud after the bid due date in the Office of the Chief Procurement Officer, 718 Main Street, Fitchburg, MA, unless stated otherwise in the bid documents.

Bid Deposit

1. Where required, bid shall be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the
c. 30B Bid Documents, \$50k and up

value of the bid.

2. Bid deposit shall be made payable to the City of Fitchburg and be in the form of certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
3. In the event that a successful bidder fails to execute a contract with the City, bid deposit shall be retained by the City as liquidated damages.
4. Unsuccessful bidders' deposits will be returned immediately following the award of a contract to the successful bidder.

Late Responses

1. A late bid is one that is delivered after the due date and time. If a bid is late, it must be rejected as non-responsive, and as such will be returned unopened to the person submitting the bid. Should a bid be received via USPS/UPS/FedEx or any other courier service, it shall be refused upon attempted delivery. If mailed, it shall be returned unopened.
2. Corrections or modifications to responses are also not accepted beyond the due date and time.

Responsible Bidding

1. Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including packing, shipping, cost of delivery, mobilization, permitting, and special licenses or certifications.
2. In the event of a discrepancy between the unit price and the extended price, the unit price shall prevail.
3. In order to qualify, the bidder must provide bids for each required item within a section, where applicable.
4. Bids should be made on each separate item shown on the bid form, with reasonable relation to the probable cost of performing the work included in such items.
5. The City of Fitchburg reserves the right to reject wholly any bid where an item or items thereof are obviously unbalanced or appear to, in the City's opinion, to be unbalanced to the point of adversely affecting the interests of the City and being unfair to other bidders.

Exceptions

The City retains the sole discretion to consider exceptions to the bid. No exception will be made that alters or detracts from the scope or specifications. The City's intent is to purchase precisely what is specified in the document.

Protests

Any vendor or vendor intending to protest an award is instructed to do so by submitting, in writing, specific contentions. All correspondence in this regard must be directed to the Chief Procurement Officer, who will confer with legal counsel and determine the basis for the protest. The City will respond in writing within ten (10) days of receipt of the protest.

Basic Quality Requirements

1. All bidders must furnish proof of a minimum of three (3) consecutive years in business.
2. All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last five (5) years on the form provided.

3. Bidder must demonstrate experience on past work is comparable in type and complexity to the product, service, or work being bid.
4. Bidder shall not presently be debarred from entering into a public contract in the Commonwealth of Massachusetts under any other applicable debarment provisions of any Chapter of Massachusetts General Law, or any rule or regulation promulgated thereunder, including debarment under Worker's Compensation or Department of Revenue statutes.
5. Bidder shall not have any outstanding liabilities for wages, damages, interest, fines or penalties due to an employee or the Commonwealth of Massachusetts, or the City of Fitchburg.

Award and Contract

1. The City shall reject bid submittals which do not meet the minimum requirements.
2. In no case will the award be made beyond thirty (30) days unless the bidder agrees to extend the period of time in which the bid submittal is valid.
3. Bids will first be evaluated for timely receipt and responsiveness. Those bids that are received on time and meet the minimum criteria will be evaluated for price, responsibility, relevant experience.
4. "Lowest responsible and eligible bidder" shall mean the bidder whose bid is the lowest of all bidders and who, in the Awarding Authority's opinion, are able to comply with all the requirements of the contract documents, and who possess the skill, ability, and integrity necessary to perform the work, based on the determination of past performance and financial soundness.
5. Prior to award, the City will also conduct reference checks, which may include direct contact with provided references, database searches, independent reviews, and first-hand experience of the City where applicable.
6. The City may require a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability. The City shall make the request to the bidder and allow five (5) business days to comply.
7. The City of Fitchburg reserves the right to request a best and final offer from the lowest responsive and responsible bidder, prior to award of a contract, if deemed to be in the best interest of the City.
8. The City reserves the right to award multiple contracts when so stated in the solicitation, and when it is in the best interest of the City.

Deciding Tie Bids

On the rare occasion of a tie bid, the City must use a tie-breaking method which is fair to all responders. It will be the policy of the CPO to direct the tie bidders to conduct a "second heat" whereas they will be asked to send an additional response with a new bid form on a date and time specific. Should the "second heat" also result in a tie, award will be made to the bidder whose official address/location is closest to the project site.

Contract Execution

1. Bidders are expected to review the sample contract. Unless otherwise noted by the City, the terms and conditions contained therein are not negotiable.
2. Once the bidder has been identified as eligible for a contract, the CPO will draft the final contract. If a bidder asks to supply the contract, the CPO may choose whether to use the contract; however, if used it will be adapted to the City's format prior to distribution for signatures. The first signature on any contract shall be the bidder's signature.

3. A contract packet will be considered complete when returned from the bidder with all required documents, which may include insurance certificates, bonds, guarantee or warranty documents. If any component is missing, the CPO will notify the bidder.
4. In accordance with MGL. c. 110G, §7 (the Massachusetts Uniform Electronic Transactions Act) the City may utilize electronic signatures at their own discretion, and said electronic signatures shall be legally binding.

Authority to Sign Contracts

1. The Mayor is the only person authorized to execute a contract on behalf of the City, per the City Charter. Service agreements, construction contracts, contracts for goods/services, real estate, lease or purchase of equipment, and any document containing terms and conditions, must be signed by the Mayor or will be considered non-binding.
2. The Mayor will not apply his signature to any contract without all prior authorized signatures being affixed, using the City's standard signature block.
3. Upon receiving the Mayor's signature, the contract is considered fully executed and ready for distribution. One fully executed copy is returned to the vendor.

Monitoring

On a regular basis, the vendor's operations will be monitored. The vendor will be notified if there are any issues associated with the service provided. In light of serious infractions, illegal activities, or potential harm to the environment, the City will have the authority to cease any and all operations at any time.

Contract Term and Extensions or Renewals

1. The term of this contract shall be as indicated in the bid documents. There will be no extensions or renewals beyond what is specified as the maximum contract obligations within the bid documents.
2. The contract obligation on behalf of the City is subject to appropriation of funds and no guarantees are made.

DETAILED INSTRUCTIONS

Rule for Award

Contract will be awarded to the responsive and responsible bidder possessing the skill, ability and integrity necessary to meet requirements of the contract.

CORI Policy

Massachusetts General Law requires Criminal Offense Record Inquiry (CORI) checks be conducted on contractors, subcontractors, or laborers commissioned to do work on certain municipal projects. Contractors shall comply with CORI policies by providing CORI forms for all employees to be working on site, when required by the City.

Bidder's Representation

General bidders represent and warrant that they have visited and examined the contract documents, that bidder is familiar with the conditions under which the work is to be performed, that bidder has correlated observations with requirements of the contract documents, and that where the contract documents require a given result to be produced, the contract documents are adequate and the bidder will produce required results within the bid price and that the bid is made in accordance therewith.

Preparation of Bids and Alternates

The Form for General Bid must be completed in its entirety.

If an alternate includes work with the bidder's scope and does not involve a change in the cost of the bid, the bidder must indicate by writing "no change" or "n/c" or "0" in the space provided for that alternate.

Samples (if applicable)

The City may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the bid that samples are required, said samples must be provided with the bid submittal. Failure to submit said samples shall be cause for rejection of bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be handled at the discretion of the City.

Deliveries (if applicable)

- a) The vendor shall pay all freight and delivery charges. The City of Fitchburg does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city or school buildings, unless otherwise specified. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.
- b) All items of furniture must be delivered inside the building, set up, in place and ready for use, unless otherwise specified.
- c) Deliveries are to be made between business hours, unless otherwise specified.
- d) All damaged items, or items which do not comply with specifications will not be accepted and therefore will not become property of the City of Fitchburg until such items are accepted and signed for, in good order, by the receiving department.
- e) The vendor must replace, without further cost to the City, such damaged or non-complying items before payment will be made.

Labeling (if applicable)

All packages, cartons, or containers, must be clearly marked with the vendor's name, destination of items, and specific department receiving the shipment; and shall include a packing slip containing a description of contents as related to specifications, and if available, shall include the City purchase order number.

Guarantee (if applicable)

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the vendor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the vendor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The vendor shall make such replacement immediately upon receiving notice from City.

Materials

The City reserves the right to approve or reject any supplies, material, or equipment to be used or in use by the vendor. The vendor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City, within the time frame set forth by the City in its sole discretion.

Bidder Tax Status

All those doing business with the City will be required to certify under the penalties of perjury, pursuant to Massachusetts General Laws Chapter 62C, Section 49A, that to the best of their knowledge and belief, they have complied with all laws of

the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Appropriation of Funds

All contract obligations on behalf of the City are subject to prior appropriation to cover the full extent of the contract.

SCOPE OF SERVICES AND PROJECT DESCRIPTION

GENERAL

The intent of these specifications is the maintenance of abandoned properties. This work shall be performed under the direction of the City Health Director, Building Commissioner, or designee. Work must be complete within 48 hours of notice to proceed. After completion of the requested work, photographic documentation of prior and post conditions must be provided via email.

Maintenance includes the removal of appliances, furniture, trash and debris from all parts of buildings as well as the property around buildings, mowing, brush cutting and removal, and other work at the direction of the City Health Director, Building Commissioner, or designee.

All items removed will be properly disposed of in an approved disposal site.

All areas of buildings will be broom swept.

All work shall be conducted in a manner satisfactory to the Health, Building & Zoning, and Fire Departments in accordance with all applicable state, local and federal laws, rules and regulations.

These specifications may be revised in writing by the City Health Director, Building Commissioner, or designee on a project-by-project basis.

ASSUMPTION OF LIABILITY

Buildings may be without power, littered with debris, and partially or completely unstable. Extreme caution must be exercised in gaining access to openings while working in and around these structures. The contractor assumes all responsibility and liability in performing the maintenance requirements for each building.



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Fitchburg
Contract Number: **City/Town:** FITCHBURG
Description of Work: Cleanout and remove waste/debris from abandoned properties
Job Location: 718 Main St

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(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 2)</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>	12/01/2022	\$53.63	\$14.25	\$0.00	\$0.00	\$67.88
	06/01/2023	\$54.88	\$14.25	\$0.00	\$0.00	\$69.13
	12/01/2023	\$56.13	\$14.25	\$0.00	\$0.00	\$70.38
	06/01/2024	\$57.43	\$14.25	\$0.00	\$0.00	\$71.68
	12/01/2024	\$58.88	\$14.25	\$0.00	\$0.00	\$73.13
	06/01/2025	\$60.18	\$14.25	\$0.00	\$0.00	\$74.43
	12/01/2025	\$61.63	\$14.25	\$0.00	\$0.00	\$75.88
	06/01/2026	\$62.93	\$14.25	\$0.00	\$0.00	\$77.18
	12/01/2026	\$64.38	\$14.25	\$0.00	\$0.00	\$78.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$0.00	\$0.00	\$67.88
	06/01/2023	\$54.88	\$14.25	\$0.00	\$0.00	\$69.13
	12/01/2023	\$56.13	\$14.25	\$0.00	\$0.00	\$70.38
	06/01/2024	\$57.43	\$14.25	\$0.00	\$0.00	\$71.68
	12/01/2024	\$58.88	\$14.25	\$0.00	\$0.00	\$73.13
	06/01/2025	\$60.18	\$14.25	\$0.00	\$0.00	\$74.43
	12/01/2025	\$61.63	\$14.25	\$0.00	\$0.00	\$75.88
	06/01/2026	\$62.93	\$14.25	\$0.00	\$0.00	\$77.18
	12/01/2026	\$64.38	\$14.25	\$0.00	\$0.00	\$78.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$0.00	\$0.00	\$67.30
	06/01/2023	\$54.29	\$14.25	\$0.00	\$0.00	\$68.54
	12/01/2023	\$55.53	\$14.25	\$0.00	\$0.00	\$69.78
	06/01/2024	\$56.81	\$14.25	\$0.00	\$0.00	\$71.06
	12/01/2024	\$58.25	\$14.25	\$0.00	\$0.00	\$72.50
	06/01/2025	\$59.53	\$14.25	\$0.00	\$0.00	\$73.78
	12/01/2025	\$60.97	\$14.25	\$0.00	\$0.00	\$75.22
	06/01/2026	\$62.25	\$14.25	\$0.00	\$0.00	\$76.50
	12/01/2026	\$63.69	\$14.25	\$0.00	\$0.00	\$77.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$54.68	\$14.25	\$0.00	\$0.00	\$68.93
	06/01/2023	\$55.95	\$14.25	\$0.00	\$0.00	\$70.20
	12/01/2023	\$57.23	\$14.25	\$0.00	\$0.00	\$71.48
	06/01/2024	\$58.55	\$14.25	\$0.00	\$0.00	\$72.80
	12/01/2024	\$60.03	\$14.25	\$0.00	\$0.00	\$74.28
	06/01/2025	\$61.36	\$14.25	\$0.00	\$0.00	\$75.61
	12/01/2025	\$62.83	\$14.25	\$0.00	\$0.00	\$77.08
	06/01/2026	\$64.16	\$14.25	\$0.00	\$0.00	\$78.41
	12/01/2026	\$65.64	\$14.25	\$0.00	\$0.00	\$79.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$0.00	\$0.00	\$49.33
	06/01/2023	\$35.90	\$14.25	\$0.00	\$0.00	\$50.15
	12/01/2023	\$36.72	\$14.25	\$0.00	\$0.00	\$50.97
	06/01/2024	\$37.57	\$14.25	\$0.00	\$0.00	\$51.82
	12/01/2024	\$38.52	\$14.25	\$0.00	\$0.00	\$52.77
	06/01/2025	\$39.37	\$14.25	\$0.00	\$0.00	\$53.62
	12/01/2025	\$40.32	\$14.25	\$0.00	\$0.00	\$54.57
	06/01/2026	\$41.18	\$14.25	\$0.00	\$0.00	\$55.43
	12/01/2026	\$42.13	\$14.25	\$0.00	\$0.00	\$56.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</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 2)</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 2)</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 2)</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>	12/01/2022	\$53.63	\$14.25	\$0.00	\$0.00	\$67.88
	06/01/2023	\$54.88	\$14.25	\$0.00	\$0.00	\$69.13
	12/01/2023	\$56.13	\$14.25	\$0.00	\$0.00	\$70.38
	06/01/2024	\$57.43	\$14.25	\$0.00	\$0.00	\$71.68
	12/01/2024	\$58.88	\$14.25	\$0.00	\$0.00	\$73.13
	06/01/2025	\$60.18	\$14.25	\$0.00	\$0.00	\$74.43
	12/01/2025	\$61.63	\$14.25	\$0.00	\$0.00	\$75.88
	06/01/2026	\$62.93	\$14.25	\$0.00	\$0.00	\$77.18
	12/01/2026	\$64.38	\$14.25	\$0.00	\$0.00	\$78.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$0.00	\$0.00	\$49.33
	06/01/2023	\$35.90	\$14.25	\$0.00	\$0.00	\$50.15
	12/01/2023	\$36.72	\$14.25	\$0.00	\$0.00	\$50.97
	06/01/2024	\$37.57	\$14.25	\$0.00	\$0.00	\$51.82
	12/01/2024	\$38.52	\$14.25	\$0.00	\$0.00	\$52.77
	06/01/2025	\$39.37	\$14.25	\$0.00	\$0.00	\$53.62
	12/01/2025	\$40.32	\$14.25	\$0.00	\$0.00	\$54.57
	06/01/2026	\$41.18	\$14.25	\$0.00	\$0.00	\$55.43
	12/01/2026	\$42.13	\$14.25	\$0.00	\$0.00	\$56.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$0.00	\$0.00	\$67.88
	06/01/2023	\$54.88	\$14.25	\$0.00	\$0.00	\$69.13
	12/01/2023	\$56.13	\$14.25	\$0.00	\$0.00	\$70.38
	06/01/2024	\$57.43	\$14.25	\$0.00	\$0.00	\$71.68
	12/01/2024	\$58.88	\$14.25	\$0.00	\$0.00	\$73.13
	06/01/2025	\$60.18	\$14.25	\$0.00	\$0.00	\$74.43
	12/01/2025	\$61.63	\$14.25	\$0.00	\$0.00	\$75.88
	06/01/2026	\$62.93	\$14.25	\$0.00	\$0.00	\$77.18
	12/01/2026	\$64.38	\$14.25	\$0.00	\$0.00	\$78.63

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$29.50	\$14.25	\$0.00	\$0.00	\$43.75
2	60	\$32.18	\$14.25	\$0.00	\$0.00	\$46.43
3	65	\$34.86	\$14.25	\$0.00	\$0.00	\$49.11
4	70	\$37.54	\$14.25	\$0.00	\$0.00	\$51.79
5	75	\$40.22	\$14.25	\$0.00	\$0.00	\$54.47
6	80	\$42.90	\$14.25	\$0.00	\$0.00	\$57.15
7	85	\$45.59	\$14.25	\$0.00	\$0.00	\$59.84
8	90	\$48.27	\$14.25	\$0.00	\$0.00	\$62.52

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.18	\$14.25	\$0.00	\$0.00	\$44.43
2	60	\$32.93	\$14.25	\$0.00	\$0.00	\$47.18
3	65	\$35.67	\$14.25	\$0.00	\$0.00	\$49.92
4	70	\$38.42	\$14.25	\$0.00	\$0.00	\$52.67
5	75	\$41.16	\$14.25	\$0.00	\$0.00	\$55.41
6	80	\$43.90	\$14.25	\$0.00	\$0.00	\$58.15
7	85	\$46.65	\$14.25	\$0.00	\$0.00	\$60.90
8	90	\$49.39	\$14.25	\$0.00	\$0.00	\$63.64

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER	12/01/2022	\$37.16	\$9.10	\$0.00	\$0.00	\$46.26
LABORERS - ZONE 2	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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.30	\$9.10	\$0.00	\$0.00	\$31.40
2	70	\$26.01	\$9.10	\$0.00	\$0.00	\$35.11
3	80	\$29.73	\$9.10	\$0.00	\$0.00	\$38.83
4	90	\$33.44	\$9.10	\$0.00	\$0.00	\$42.54

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.84	\$9.10	\$0.00	\$0.00	\$31.94
2	70	\$26.64	\$9.10	\$0.00	\$0.00	\$35.74
3	80	\$30.45	\$9.10	\$0.00	\$0.00	\$39.55
4	90	\$34.25	\$9.10	\$0.00	\$0.00	\$43.35

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2022	\$36.56	\$9.35	\$0.00	\$0.00	\$45.91
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$37.46	\$9.35	\$0.00	\$0.00	\$46.81
	12/01/2023	\$38.36	\$9.35	\$0.00	\$0.00	\$47.71
	06/01/2024	\$39.69	\$9.35	\$0.00	\$0.00	\$49.04
	12/01/2024	\$41.02	\$9.35	\$0.00	\$0.00	\$50.37
	06/01/2025	\$42.41	\$9.35	\$0.00	\$0.00	\$51.76
	12/01/2025	\$43.79	\$9.35	\$0.00	\$0.00	\$53.14
	06/01/2026	\$45.23	\$9.35	\$0.00	\$0.00	\$54.58
	12/01/2026	\$46.67	\$9.35	\$0.00	\$0.00	\$56.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.94	\$9.35	\$0.00	\$0.00	\$31.29
2	70	\$25.59	\$9.35	\$0.00	\$0.00	\$34.94
3	80	\$29.25	\$9.35	\$0.00	\$0.00	\$38.60
4	90	\$32.90	\$9.35	\$0.00	\$0.00	\$42.25

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.48	\$9.35	\$0.00	\$0.00	\$31.83
2	70	\$26.22	\$9.35	\$0.00	\$0.00	\$35.57
3	80	\$29.97	\$9.35	\$0.00	\$0.00	\$39.32
4	90	\$33.71	\$9.35	\$0.00	\$0.00	\$43.06

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2022	\$24.37	\$14.25	\$0.00	\$0.00	\$38.62
	06/01/2023	\$24.94	\$14.25	\$0.00	\$0.00	\$39.19
	12/01/2023	\$25.51	\$14.25	\$0.00	\$0.00	\$39.76
	06/01/2024	\$26.11	\$14.25	\$0.00	\$0.00	\$40.36
	12/01/2024	\$26.77	\$14.25	\$0.00	\$0.00	\$41.02
	06/01/2025	\$27.37	\$14.25	\$0.00	\$0.00	\$41.62
	12/01/2025	\$28.03	\$14.25	\$0.00	\$0.00	\$42.28
	06/01/2026	\$28.62	\$14.25	\$0.00	\$0.00	\$42.87
	12/01/2026	\$29.29	\$14.25	\$0.00	\$0.00	\$43.54

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2022	\$29.57	\$14.25	\$0.00	\$0.00	\$43.82
	06/01/2023	\$30.27	\$14.25	\$0.00	\$0.00	\$44.52
	12/01/2023	\$30.96	\$14.25	\$0.00	\$0.00	\$45.21
	06/01/2024	\$31.68	\$14.25	\$0.00	\$0.00	\$45.93
	12/01/2024	\$32.48	\$14.25	\$0.00	\$0.00	\$46.73
	06/01/2025	\$33.20	\$14.25	\$0.00	\$0.00	\$47.45
	12/01/2025	\$34.00	\$14.25	\$0.00	\$0.00	\$48.25
	06/01/2026	\$34.72	\$14.25	\$0.00	\$0.00	\$48.97
	12/01/2026	\$35.52	\$14.25	\$0.00	\$0.00	\$49.77

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$0.00	\$0.00	\$67.30
	06/01/2023	\$54.29	\$14.25	\$0.00	\$0.00	\$68.54
	12/01/2023	\$55.53	\$14.25	\$0.00	\$0.00	\$69.78
	06/01/2024	\$56.81	\$14.25	\$0.00	\$0.00	\$71.06
	12/01/2024	\$58.25	\$14.25	\$0.00	\$0.00	\$72.50
	06/01/2025	\$59.53	\$14.25	\$0.00	\$0.00	\$73.78
	12/01/2025	\$60.97	\$14.25	\$0.00	\$0.00	\$75.22
	06/01/2026	\$62.25	\$14.25	\$0.00	\$0.00	\$76.50
	12/01/2026	\$63.69	\$14.25	\$0.00	\$0.00	\$77.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$0.00	\$0.00	\$67.88
	06/01/2023	\$54.88	\$14.25	\$0.00	\$0.00	\$69.13
	12/01/2023	\$56.13	\$14.25	\$0.00	\$0.00	\$70.38
	06/01/2024	\$57.43	\$14.25	\$0.00	\$0.00	\$71.68
	12/01/2024	\$58.88	\$14.25	\$0.00	\$0.00	\$73.13
	06/01/2025	\$60.18	\$14.25	\$0.00	\$0.00	\$74.43
	12/01/2025	\$61.63	\$14.25	\$0.00	\$0.00	\$75.88
	06/01/2026	\$62.93	\$14.25	\$0.00	\$0.00	\$77.18
	12/01/2026	\$64.38	\$14.25	\$0.00	\$0.00	\$78.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$0.00	\$0.00	\$67.88
	06/01/2023	\$54.88	\$14.25	\$0.00	\$0.00	\$69.13
	12/01/2023	\$56.13	\$14.25	\$0.00	\$0.00	\$70.38
	06/01/2024	\$57.43	\$14.25	\$0.00	\$0.00	\$71.68
	12/01/2024	\$58.88	\$14.25	\$0.00	\$0.00	\$73.13
	06/01/2025	\$60.18	\$14.25	\$0.00	\$0.00	\$74.43
	12/01/2025	\$61.63	\$14.25	\$0.00	\$0.00	\$75.88
	06/01/2026	\$62.93	\$14.25	\$0.00	\$0.00	\$77.18
	12/01/2026	\$64.38	\$14.25	\$0.00	\$0.00	\$78.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$0.00	\$0.00	\$49.33
	06/01/2023	\$35.90	\$14.25	\$0.00	\$0.00	\$50.15
	12/01/2023	\$36.72	\$14.25	\$0.00	\$0.00	\$50.97
	06/01/2024	\$37.57	\$14.25	\$0.00	\$0.00	\$51.82
	12/01/2024	\$38.52	\$14.25	\$0.00	\$0.00	\$52.77
	06/01/2025	\$39.37	\$14.25	\$0.00	\$0.00	\$53.62
	12/01/2025	\$40.32	\$14.25	\$0.00	\$0.00	\$54.57
	06/01/2026	\$41.18	\$14.25	\$0.00	\$0.00	\$55.43
	12/01/2026	\$42.13	\$14.25	\$0.00	\$0.00	\$56.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$0.00	\$0.00	\$67.30
	06/01/2023	\$54.29	\$14.25	\$0.00	\$0.00	\$68.54
	12/01/2023	\$55.53	\$14.25	\$0.00	\$0.00	\$69.78
	06/01/2024	\$56.81	\$14.25	\$0.00	\$0.00	\$71.06
	12/01/2024	\$58.25	\$14.25	\$0.00	\$0.00	\$72.50
	06/01/2025	\$59.53	\$14.25	\$0.00	\$0.00	\$73.78
	12/01/2025	\$60.97	\$14.25	\$0.00	\$0.00	\$75.22
	06/01/2026	\$62.25	\$14.25	\$0.00	\$0.00	\$76.50
	12/01/2026	\$63.69	\$14.25	\$0.00	\$0.00	\$77.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$0.00	\$0.00	\$67.30
	06/01/2023	\$54.29	\$14.25	\$0.00	\$0.00	\$68.54
	12/01/2023	\$55.53	\$14.25	\$0.00	\$0.00	\$69.78
	06/01/2024	\$56.81	\$14.25	\$0.00	\$0.00	\$71.06
	12/01/2024	\$58.25	\$14.25	\$0.00	\$0.00	\$72.50
	06/01/2025	\$59.53	\$14.25	\$0.00	\$0.00	\$73.78
	12/01/2025	\$60.97	\$14.25	\$0.00	\$0.00	\$75.22
	06/01/2026	\$62.25	\$14.25	\$0.00	\$0.00	\$76.50
	12/01/2026	\$63.69	\$14.25	\$0.00	\$0.00	\$77.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

CERTIFICATE OF EXEMPTION



Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, Sections 6(d) and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. **Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and \$10,000 (\$50,000 for corporations) in fines.** (See reverse side).

CITY OF FITCHBURG
718 MAIN STREET
FITCHBURG MA 01420

EXEMPTION NUMBER E

046-001-388
ISSUE DATE01/04/89
CERTIFICATE EXPIRES ON

NONE

COMMISSIONER OF REVENUE

STEPHEN W. KIDDER

NOT ASSIGNABLE OR TRANSFERABLE



Form ST-5 Sales Tax Exempt Purchaser Certificate

Rev. 6/09

**Massachusetts
Department of
Revenue**

Part 1. Exempt taxpayer information.

To be completed by exempt government or 501(c)(3) organization.

Name
CITY OF FITCHBURG

Address
718 MAIN STREET

City FITCHBURG State MA Zip 01420

Exemption number
046-001-388

Issue date 01-04-1989 Date of expiration of certificate
NONE

Certification is hereby made that the organization named above is an exempt purchaser under Massachusetts General Laws, Chapter 64H, sections 6(d) or 6(e). All purchases of tangible personal property or services by this organization are exempt from taxation under said chapter to the extent that such property or services are used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation.

Signature *Mary A. Delaney* Title CHIEF PROCUREMENT OFFICER Date

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

Part 2. Agent information.

To be completed by agent of exempt government or 501(c)(3) organization.

Name of agent's organization

Address

City State Zip

Agent's name

Address

City State Zip

I certify that in making this purchase, I am acting as an agent for the exempt organization named above (select one):

- Government organization (local public school, city/town government, state agency, etc.).
Attach Form ST-2, if available. If Form ST-2 is not available, enter exemption number, if known: _____
- 501(c)(3) organization (parochial school, Scout troop, etc.). Form ST-2 must be attached.

Signature Title Date

Part 3. Vendor information

Vendor's name

- Check applicable box:
- Single purchase certificate (attach detailed receipts or complete Part 4, on reverse)
- Blanket certificate



CITY OF FITCHBURG
CONTRACT BETWEEN CITY AND CONTRACTOR
(MA GENERAL LAW c. 30B Services)

CONTRACT NO.

CONTRACT TITLE:

CONTRACTING DEPARTMENT:

THIS CONTRACT is made this ___ day of **[insert date]**, by and between **[insert Vendor name]** with a usual place of business at **[insert Vendor legal address]** (hereinafter called the Vendor), and the City of Fitchburg, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Mayor, (hereinafter referred to as the City).

WITNESSETH that the Vendor and the City of Fitchburg, for the consideration hereinafter named, agree as follows:

In all respects, this Contract shall be governed by and performed consistently with all laws of the Commonwealth of Massachusetts for public contracts including but not limited to Massachusetts General Law c. 30B. The provisions of the Massachusetts General Laws regarding public contracts shall take precedence over any and all other Contract provisions or documents. Any conflicts among provisions and/or between documents shall be resolved and/or interpreted according to the Massachusetts General Laws (MGL). The Vendor warrants that it is familiar with and agrees to abide by all laws of the Commonwealth of Massachusetts.

ARTICLE 1. CONTRACT DOCUMENTS

- a) The City and the Vendor agree that the Vendor's bid, including any related documents, prices, deliverables, or services promised, and the City's Invitation for Bid, including any purchase description, specifications, submission requirements, scope of work, and any other related documents are all incorporated and made part of this Contract as if written herein. These documents form the entire Contract between the parties and there are no other Contracts between the parties.

- b) This Contract is only binding upon, and enforceable against the City if the Contract is:
 - i. Signed by the Mayor;
 - ii. Signed by the City Auditor as to appropriation or availability of funds;
 - iii. Endorsed with approval of the City Solicitor as to form and legality;
 - iv. Signed by the Chief Procurement Officer as to compliance with procurement statutes.

ARTICLE 2. SCOPE OF THE WORK

Vendor shall furnish and include all labor, tools, materials, supplies, and equipment required by the Contract documents and necessary to fulfill Contract. The Vendor agrees to meet or exceed all requirements of this Contract and the Contract documents.

ARTICLE 3. TERM OF CONTRACT

This Contract shall be for a term of **(insert time period)**, commencing on **(enter date)** and ending on **(enter date)**, unless sooner completed, and is subject to annual appropriation. This Contract shall not be renewed or extended unless provisions for renewal or extension were contained in the Procurement Documents, in which event the Contract may be extended or renewed at the sole option of the City, and upon the terms described therein. The maximum term of this Contract is **(enter term)**.

ARTICLE 4. CONTRACT SUM

The City shall pay the Vendor for the performance of this Contract a sum NOT TO EXCEED **[enter price in numbers]**, including all labor and materials, and based upon unit prices on bid form.

The signature of the City Auditor at the time of execution of this Contract certifies that sufficient appropriations exist and shall be encumbered to fund the Contract price. This Contract is subject to appropriation and shall be made only for supplies and materials covered by this Contract.

ARTICLE 5. CONTROL OF WORK AND ADMINISTRATION OF THE CONTRACT

- a) The City shall decide all questions which may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the work performed and materials furnished under this Contract, and shall decide all questions which may arise as to interpretation of the specifications and fulfillment of the Contract.
- b) The City's designee(s) may enter upon the work, the site, and premises, at any time and the Contract shall provide safe facilities therefore.

ARTICLE 6. EMPLOY COMPETENT PEOPLE

The Vendor shall employ only competent people to do the work. Whenever the City shall notify the Vendor in writing that any person under the Vendor's employ is, in the City's opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Contract, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the City.

ARTICLE 7. DEBARMENT

Vendor certifies under the pains and penalties of perjury that it, its agents, and employees are not presently debarred from entering into a public Contract in the Commonwealth of Massachusetts under the provision of MGL c. 29, §29F, or any other applicable debarment provisions of any other Chapter of MGL or any rule or regulation promulgated thereunder.

ARTICLE 8. SALES TAX EXEMPTION

The City is exempt from federal excise, state and local taxes, and from Massachusetts sales and use tax. The City's tax exempt number is 046-001-388.

Materials, equipment, and supplies, as well as rental charges for vehicles, equipment, and machinery rented exclusively for use on the site or for transportation of materials for the work are entitled to exemption from sales taxes in accordance with MGL c. 64H, §6(d). The Vendor shall take all action required to obtain the benefit of said sales tax exemption.

ARTICLE 9. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. All workmanship shall be first class.

ARTICLE 10. OBLIGATIONS AND LIABILITY OF VENDOR

- a) The Vendor shall do all the work and furnish all the materials, tools and appliances, except as otherwise specified and all items necessary for proper performance and completion of the work required by this Contract, in the manner and within the time specified herein. The Vendor shall complete the entire work to the satisfaction of the City, and in accordance with the specifications, at the prices agreed upon. All work, labor and materials to be furnished under this Contract shall be furnished strictly pursuant to, and in conformance with the specifications, and the instructions of the City's designee as given from time to time during the progress of the work, under the terms of this Contract.
- b) The Vendor shall coordinate operations and avoid interference with the operations of any other vendors or contractors who may be employed on other work of the City and shall cooperate in the arrangements for storage of materials.

- c) The Vendor shall conduct work so as to interfere as little as possible with private business and public travel. Vendor shall, wherever necessary or required, take such precautions as may be necessary to protect life and property and shall be liable for all damages occasioned in any way by their act or neglect, or that of their agents, employees or workers.

ARTICLE 11. CITY TO MANAGE CONTRACT

- a) The City's designee shall in all cases determine the amount, quality, acceptability and fitness of the supplies or materials which are to be paid for under this Contract and shall in all cases decide every question of fact which may arise relative to fulfillment of this Contract on the part of the City and on the part of the Vendor. The City's decision shall be final and conclusive upon both parties to this Contract.
- b) The City's designee shall make all necessary explanations as to the meaning and intention of the specifications, and shall give all necessary orders and directions.

ARTICLE 12. DISCREPANCIES, ERRORS, AND OMISSIONS

- a) Vendor shall carefully examine the Contract documents and compare all specifications, directions of the City, and any other information provided, and shall at once report to the City any questions, comments, errors, inconsistencies, or omissions.
- b) Should any discrepancy appear or any misunderstanding arise as to the significance of any part of the specifications, the interpretation and decision of the City's designee shall be final and binding on both parties to this Contract.
- c) Any correction of errors or omissions in specifications may be made by the City's designee when such correction is necessary for the proper fulfillment of the Contract. Where said correction of errors or omissions adds to the amount of work to be done by the Vendor, compensation for said additional work shall be made under a written Change Order.
- d) The fact that specific mention of any part of the work is omitted in the specifications, whether intentionally or otherwise, when the same is usually and customarily required to fully complete such work as is specified herein, will not entitle the Vendor to consideration in the matter of any claim for extra compensation.

ARTICLE 13. PROGRESS SCHEDULE

- a) Time of completion/fulfillment shall be in accordance with the terms of this Contract unless and except as any part may be delayed under the provisions of this Contract.
- b) Should the Vendor require additional time to meet Contract requirements, the Vendor shall document the reasons and submit a written request for extension of time.
- c) If, in the opinion of the City, the Vendor fails to meet time requirements of the Contract, the City may issue written notice to that effect, or may give the Vendor a notice of failure and a designated time period to cure said failure. Should the Vendor fail to cure, the may exercise its right to deem the Contract terminated.
- d) No extension of time will be allowed for ordinary delays, inclement weather and accidents, and the occurrence of such will not relieve the Vendor from the requirements of this Contract. If delays are caused by acts of God, acts of Government or State, strikes, extra work, floods or other contingencies clearly beyond the control or responsibility of the Vendor, the Vendor shall be entitled to as much additional time to perform and complete this Contract as the City shall certify in writing to be equitable.

ARTICLE 14. AMENDMENTS

No officer, official, agent, or employee of the City shall have the authority to amend, modify or alter this Contract or waive any of its provisions or to bind the City by making any promise or representation not contained herein except by amendment, in writing, executed in the same manner as this Contract is executed. The Vendor may not rely on any conduct, statements,

action, inaction or courses of conduct of the employees or officers of the other party as having changed, modified, or amended this Contract. The City shall not be construed as waiving a provision unless the waiver is executed in writing as an amendment to the Contract. No waiver by the City of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 15. CHANGE ORDERS

Changes to the Contract require a written change order, signed by all parties to the Contract. The Chief Procurement Officer may, by written change order, signed by all parties to the original Contract, make an equitable adjustment in the Contract price if alterations to the project require an increase or decrease to the cost of the project. Changes to the scope of work or project cost which are not confirmed with a written and fully executed Change Order will not be honored and will result in non-payment for such services or work performed.

ARTICLE 16. QUANTITY

The City may increase the quantity of supplies or services or both specified in this Contract provided:

- a) the unit prices remain the same or less;
- b) the Chief Procurement Officer has specified in writing that an increase is necessary to fulfill the needs of the City and is more economical and practical than awarding an additional Contract;
- c) the City and Vendor agree to the increase in writing;
- d) the increase does not exceed twenty-five percent (25%) with the only exceptions being Contracts for gasoline, special fuel, fuel oil, road salt or other ice and snow control materials which are not subject to this limit; and
- e) the City, with the agreement of the Vendor, may reduce the unit price for supplies or services or both specified in a Contract to be paid by the City at any time during the term of the Contract or when an option to renew, extend or purchase is exercised.

ARTICLE 17. QUALITY

- a) Pursuant to MGL c. 30B, an item shall be considered equal to the item so named or described if, in the opinion of the City: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being Contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the Project specifications.

ARTICLE 18. DEFECTIVE WORK

- a) The inspection of work shall not relieve the Vendor of any of obligations to fulfill the Contract as prescribed. Any defective work shall be made good and unsuitable materials shall be rejected and replaced, even though such work and materials may have been previously overlooked by the City's designee and accepted or estimated for payment.
- b) If the work or any part thereof shall be found defective any time before the final acceptance of the whole work, the Vendor shall immediately make good such defect, in a manner satisfactory to the City. If any material brought to the site for use in the work or selected for the same, shall be condemned by the City as unsuitable or not in conformance with the specifications, the Vendor shall immediately remove such materials from the vicinity of the work. Any material furnished by the City which is damaged or rendered defective by the handling or improper installation by the Vendor, their agents or employees, shall be made good and replaced at the Vendor's expense.

ARTICLE 19. ABANDONMENT OF WORK

Vendor agrees that abandonment or delay of work or services shall be a violation of this Contract. The City may, by whatever legal remedies are available to it, complete or cause to be completed, the work or provision of services and the Vendor shall bear full responsibility for the entire cost of completing the terms of the Contract, and agrees to be liable to the City for any losses, damages, costs and expenses sustained or incurred by the City by reason of any of the foregoing causes.

ARTICLE 20. FAILURE TO COMPLETE WORK ON TIME

- a) The whole work shall have been performed in accordance with the terms of the Contract on or before the date stated in the proposal for completion or the date to which the time of completion shall have been extended under the provisions of this Contract.
- b) If the work specified in the Contract shall not have been physically completed by the time stipulated therein, or, in the event the Contract has been substantially completed and the project opened for traffic as directed in writing by the Engineer, but physical completion of the work is subject to delay because of minor uncompleted items which do not impair the usefulness of the project, the Vendor shall assume, without reimbursement, the entire cost of all officers and inspectors the City determines to be necessary during the period of overrun of time.
- c) If the Vendor fails to complete the work within the time specified in the Contract, the Vendor shall pay liquidated damages to the City of Fitchburg in the amount of **[insert amount]** for each calendar day of delay until the work is completed or accepted.

ARTICLE 21. NON-PERFORMANCE

In the case of any default on the part of the Vendor with respect to any of the terms of this Contract, the City shall give written notice thereof, and if said default is not made good within such time as the City shall specify in writing, the City shall notify the Vendor in writing that there has been a breach of the Contract and thereafter the City shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the City shall determine, and the Vendor shall pay for the completion of such work and reimburse the City for all expenses incurred by reason of said breach. The Vendor in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract sum, and the amount of any balance due the Vendor shall be determined by the City and certified to the Vendor. The City shall be reimbursed by the Vendor for the cost of additional services required by the City in the case of a breach.

ARTICLE 22. TERMINATION

- a) The City may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults occur and are not cured after giving notice to the Vendor:
 - 1) The Vendor refuses or fails, except where extensions are provided by the City in writing, to supply the materials or services to meet the obligations of this Contract;
 - 2) The Vendor has sublet or assigned any or all of the work without prior written consent of the City, except as permitted in this Contract;
 - 3) The Vendor has failed to comply with laws;
 - 4) The Vendor has breached any material provision of this Contract.
- b) The City may terminate this Contract for convenience if the Vendor is not in default by giving notice specifying date of termination.

ARTICLE 23. PAYMENT TERMS

- a) Within five (5) calendar days of the end of each month, the Vendor shall provide an itemized request for payment for work completed to date. Upon receipt of request for payment, the City shall, except as hereinafter provided, make an estimate in writing of the total amount of the work done, and the amount earned by the Vendor.
- b) If for any reason the City makes a payment under this Contract in error, the City may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- c) The City is not responsible for payment of invoices sent to an address other than specified in this Contract.

ARTICLE 24. CONTRACT CONDITIONS SPECIFICALLY REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 25. EXAMINATION OF WORK

- a) Performance evaluation is a component of the City's Contract management protocol. Evaluation will be conducted by City personnel and/or the City's representative(s) using direct monitoring, indirect monitoring, survey, interview or milestone reviews.
- b) Evaluations may include written reports and other documents regarding Vendor performance, and any written Vendor responses or documents. All evaluation material and supporting documentation will be maintained in the Vendor's file, and will be considered as a "public record." The evaluation shall be part of the record that the City is required to review, and may be considered in determining future Contract eligibility.
- c) The opinions of the City are not statements of fact, and the Vendor shall not institute suit based on statements of opinion made by the City or its employees, officers or representatives.
- d) The City shall be furnished with every reasonable facility for determining that the work is being performed in accordance with the requirements and intention of this Contract, even to the extent of uncovering or taking down portions of finished work.
- e) Should the work examined prove unsatisfactory, making good shall be at the expense of the Vendor.

ARTICLE 26. INSURANCE

The Vendor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the City in connection with any operations included in this Contract, and shall have the City as an additional insured on the policies.

- 1) General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability.
- 2) Automobile liability coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- 3) Contractors shall provide Worker's Compensation coverage within the statutory limits and in accordance with MGL c. 149 §34A.
- 4) Vendor shall provide any such other types of insurance as may be additionally required as part of this Contract.
- 5) Companies providing insurance coverage must be licensed to transact business in the Commonwealth of Massachusetts.
- 6) The Vendor shall furnish Certificates of Insurance prior to commencement of this Contract.
- 7) Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- 8) The Certificate of Insurance shall be provided to the City in accordance with terms stated. Certificates shall display each type of insurance, insurance company, policy number, amount of insurance and policy effective and expiration dates, and the NA/C number assigned to the insurance company. The Certificate holder shall be listed as The Chief

Procurement Officer, City of Fitchburg and shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed, or renewal refused until at least thirty days prior written notice has been provided to the Certificate Holder.

- 9) The City of Fitchburg, its employees, agents and representatives shall be named as additional insured with respect to all coverage, except for Workers Compensation.

ARTICLE 27. GUARANTEE

- a) Except as otherwise specified, all work shall be guaranteed by the Vendor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the City are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Vendor shall, promptly upon receipt of notice from the City and at its own expense:
 - 1) make goods and services conform to this Contract;
 - 2) make good all damage to the City, or equipment or contents thereof, which, in the opinion of the City, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
 - 3) make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 28. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Contract will be rendered by the Vendor as an independent Contractor. None of the terms of this Contract shall create a principle-agent, master-servant or employer-employee relationship between the City and the Vendor.

ARTICLE 29. SEVERABILITY

If a court declares one or more of the provisions of this Contract invalid, the validity of the remaining provision of this Contract shall not be affected thereby.

ARTICLE 30. DISCRIMINATION

In the performance of this Contract, the Vendor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Vendor shall comply with provisions of MGL c. 151B and all other applicable anti-discrimination and equal opportunity laws.

ARTICLE 31. CONFLICT OF INTEREST

By execution of this Contract with the City, the Vendor acknowledges that the City is a municipality for the purposes of MGL c. 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the Vendor based on said statute. Municipal employees and their family members are not allowed to have a financial interest in a Contract with the City they are employed by. Municipal employees and their family members are also forbidden to solicit or accept gifts, gratuities, or favors from anyone looking to conduct business with the City of Fitchburg. Incidents of this nature will be reported to the appropriate authorities for investigation.

ARTICLE 32. CONFIDENTIALITY

- a) For all Contracts involving the Vendor's access to personal information as defined in MGL c. 93H, and personal data, as defined in MGL c. 66A, or access to systems containing such information or data, the Vendor certifies to protect any and all information and data.

- b) The Vendor shall also protect the physical security and restrict any access to personal or other City data in the Vendor's possession or used by the Vendor in the performance of this Contract, which shall include, but is not limited to the City's public records, employee records, document, digital and electronic files, software, equipment, or systems.

ARTICLE 33. INDEMNIFICATION

To the fullest extent permissible by law, the Vendor shall indemnify, defend, and save harmless the City of Fitchburg and all of the City's officers, agents and employees from and against all damages, liabilities, actions, suits, proceedings, demands, losses, costs and expenses (including reasonable attorneys' fees) and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the City or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Vendor, Subcontractors and its and their agents or employees in the performance of the work covered by this Contract and/or failure to comply with terms and conditions of this Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Contract. The existence of insurance shall in no way limit the scope of this indemnification. This agreement shall not waive or abrogate the application of MGL c. 258, as the same may be amended from time to time.

ARTICLE 34. MISCELLANEOUS PROVISIONS

- a) This Contract shall be binding upon the City and the Vendor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the City and the Vendor. Neither the City nor the Vendor shall assign, sublet or transfer any interest in this Contract without the prior written consent of each other, and such consent shall not be unreasonably withheld.
- b) No public official, employee, or agent of the City shall have any personal liability for the obligations of the City set forth in this Contract.

ARTICLE 35. CONSENT TO VENUE

The Vendor agrees that it shall commence and litigate all actions or proceedings arising in connection with this Contract exclusively in the Fitchburg District Court or in the Worcester Superior Court, both of which are located in the County of Worcester, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the Vendor commencing or prosecuting any litigation against the City, with respect to or arising out of this Contract, in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Contract hereby waive their rights to a jury trial.

ARTICLE 36. NOTICE

Notices to the Vendor shall be deemed given when delivered to the Vendor's field office on site, or when delivered by United States Postal Service to the Vendor's address specified in the Contract, or when delivered by courier to either location.

All notices under this Contract shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to the Chief Procurement Officer, City Hall, 718 Main Street, Suite 208, Fitchburg, MA 01420.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

FOR THE CONTRACTOR

FOR THE CITY OF FITCHBURG

Signature
Printed Name:

Stephen L. DiNatale
Mayor

FOR THE CONTRACTING DEPARTMENT:

SUFFICIENT AS TO LEGAL FORM:

[insert department head name]
[insert title]

Vincent Pusateri II
City Solicitor

Mary A. Delaney
Chief Procurement Officer who certifies, that to the best of their belief and knowledge, the Contract was, procured pursuant to the procurement laws of the Commonwealth of Massachusetts to the extent such laws apply.

Calvin Brooks
City Auditor who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this Contract.

Account number: _____

Appropriation: _____

City of Fitchburg, Massachusetts



Invitation for Bids – **Required Forms** Solicitation #23-050-S Cleanouts of Abandoned Buildings

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BIDDER IS ALSO ASKED TO SUBMIT THEIR W-9 FORM WITH THE REQUIRED FORMS AT THE TIME OF BID

FORMS FROM THIS SECTION MUST BE COMPLETE AND INCLUDED WITH YOUR PROPOSAL
DO NOT RETURN SECTION ONE OF THE SOLICITATION

FORM FOR BID

**CITY OF FITCHBURG
MGL c. 30B SUPPLIES FORM FOR BID
23-050-S Cleanout of Abandoned Buildings**

To the City of Fitchburg:

A. Undersigned proposes to furnish materials or goods required in accordance with the specifications and for the contract price(s) specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____

C. Provide hourly rate below for the boarding and securing of abandoned buildings –

Labor to cleanout buildings _____ (\$ _____) / PER HOUR

Price per yard for trash/debris removal _____ (\$ _____)

Undersigned agrees that, if awarded, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid.

(Name of Bidder)

(Name of Person Signing Bid and Title)

(Business Address)

(City and State)

(Email address)

REQUIRED FORMS AND CERTIFICATIONS

CERTIFICATION OF NON-COLLUSION AND GOOD FAITH

The Contractor 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 subsection 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 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.

COMPANY NAME

DATE

BY: SIGNATURE AND TITLE

PRINT NAME

STATEMENT OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws c. 62C, Section 49A, I certify under the penalties of perjury that to the best of my knowledge and belief, the bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

COMPANY NAME

FEDERAL TAX ID NUMBER

BY: SIGNATURE AND TITLE

PRINT NAME

Your social security or tax identification number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF AUTHORITY/CORPORATE VOTE OF AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)
held on _____, 20__ Directors were present or waived notice, it was voted that
_____, _____ be and is hereby authorized
(Officer Name) (Title)
to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal
thereto, and such execution of any contract or bond of obligation in this company's name on its behalf
of such Officer under seal of the company shall be valid and binding upon this company.

(Corporate Seal) A true copy of the record,

ATTEST: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Officer Name) (Title)
of said company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

Signature: _____

Printed Name: _____

Date: _____

*The company's Corporate Vote may be substituted for the Certificate of Authority.

CERTIFICATIONS

FOREIGN CORPORATION: Undersigned certifies under penalties of perjury that said undersigned is not a foreign corporation; or, if the undersigned is a foreign corporation, they have provided, with this submittal, a Certificate from the Secretary of State stating that such corporation has been given the authority to transact business in the Commonwealth.

DEBARMENT: Undersigned certifies under penalties of perjury that said undersigned is not presently debarred from doing public work in the Commonwealth of Massachusetts, under any applicable debarment provisions of any Chapter of the General Laws, or any Rule or Regulation.

COMPLIANCE: Bidder has carefully examined the work described herein; has become thoroughly familiar with local conditions and the character and extent of the work; has carefully examined the drawings, project manual, specifications, contract documents, bid form and all addenda which are a part of this proposal, and thoroughly understands their stipulations, requirements, and provisions; and the Bidder will contract, in the form of contract required, to provide all necessary and proper machinery, equipment, facilities, and means to do all the work and furnish all the materials necessary and proper to carry out such contract in the manner and on the conditions set forth therein in accordance with the contract; and to perform or observe all other contract requirements thereby.

ELECTRONIC SIGNATURES: Bidder acknowledges consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. Bidder is not required to receive notices and disclosures or sign documents electronically and may request to receive paper copies and withdraw consent at any time.

BY: SIGNATURE AND TITLE

PRINT NAME

BIDDERS REFERENCE FORM

Bidder must provide five (5) business references for contracts performed and completed within the past five (5) years. (attach additional pages if necessary)

(1) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

(2) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

(3) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

(4) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

(5) Reference Name: _____ Contact: _____

Address: _____ Phone: _____

Description and date(s) of work: _____

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

BIDDER’S CHECKLIST

<p>The following components of your bid are necessary for consideration of your bid package. This checklist is provided to assist you in meeting the minimum requirements.</p>	
Place a check mark (✓) beside each of the components and place in your bid package	✓
Reviewed and Understand the Specifications?	
Reviewed and Understand Contract Terms and Conditions?	
Addenda Acknowledged?	
Form for Bid	
Certification of Non-Collusion and Good Faith	
Statement of Tax Compliance	
Certificate of Authority/Corporate Vote	
Certifications	
Bidder’s Reference Form	
W-9 Form Completed and Included	
<p><i>Don’t forget to place all required documents and forms in a sealed envelope, and label properly!</i></p>	