

City of Salem



Invitation for Bids

R-58

**Rental of Pipe Cleaning and Inspection  
Equipment, Operators and Laborers**

March 16, 2016

**BIDS DUE:**

**March 30, 2016, 11:00 AM**

\*Late bids will be rejected

Whitney C. Haskell  
Purchasing Agent  
93 Washington Street, 2nd Floor  
Salem, MA 01970  
[whaskell@salem.com](mailto:whaskell@salem.com)  
(978) 619-5695

**PIPE CLEANING AND  
INSPECTION  
EQUIPMENT R-58**

**PLEASE PRINT OR TYPE:**

Name of Bidder:	Contact Individual:			
Address:				
#	Street	City/Town	State	Zip Code
Phone:	Alternate Phone:			
Email Address:	Social Security/Federal Tax Identification Number:			
Authorized Signature: _____				

**PIPE CLEANING AND  
INSPECTION  
EQUIPMENT R-58**

**Submissions:**

Please Check:

- Completed Cover Sheet
- Bidder's Checklist (this sheet)
- Bid Form
- Signed Certificate of Non-Collusion
- Signed Tax Compliance Certification
- Certificate as to Corporate Bidder
- Reference Form
- \$1,000.00 Bid Deposit
- Prevailing Wage Certification
- Debarment Certification
- Labor Harmony and OSHA Certification
- List of Similar Project/References
- Acknowledgement of Addenda: \_\_\_\_\_ (*if applicable*)  
(#s)

**PIPE CLEANING AND  
INSPECTION  
EQUIPMENT R-58**

The bidder agrees to furnish the equipment, laborers and operators for the prices specified in the attached 'Bid Form'.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Bidder (if different from above)

\_\_\_\_\_  
Date

COMPANY: \_\_\_\_\_

BID # R-58

PAGE 1 OF 1

**BID FORM - Unit Price Schedule  
Rental of Pipe Cleaning and Inspection Equipment, Equipment Operators and Laborers**

City of Salem Bid N-XX

BID FORM

NO	Equipment Request *	Hourly Rate Year 1 **	Hourly Rate Year 2	Hourly Rate Year 3	Minimum Hours Per Day	Overtime Factor ***	Weekend / Holiday Factor ***	Equipment to be Furnished: Make, Model, Year, Capacity, Power Type
1	Pipe cleaning, jetting and vacuum combination truck, includes root and/or grease cutting and heavy debris removal nozzles, includes disposal of cleanings.	\$	\$	\$	4			
2	Closed circuit televised (CCTV) inspection truck, capable of inspecting 6-24" pipe, including motorized, pan and tilt camera with zoom, provide video record.	\$	\$	\$	4			
3	CCTV inspection truck, with motorized camera, service lateral pipe launch camera, locator signal for location and depth tracking, pan and zoom, provide video record.	\$	\$	\$	4			
4	Combination: Pipe cleaning and CCTV inspection trucks, includes all requirements of Items 1 and (2 or 3) and operator for each truck.	\$	\$	\$	4			
5	Non-motorized "push" CCTV inspection camera for small diameter pipe, capable of recording still photos and video, fixed with depth/location locator signal.	\$	\$	\$	4			
6	Pump and hose combination for sewer or drain bypass, includes 4" minimum diameter pump and hoses, inflatable plugs, sand bags, etc. to achieve bypass.	\$	\$	\$	4			

\* Each piece of equipment must include one operator or driver, except for Item 6 (bypass pumping) which will be operated by same operator onsite for other work (Items 1-5).

\*\* City has Option to extend for two one-year periods.

\*\*\* Overtime or Weekend/ Holiday Rate Factor is applied to factor is applied to hourly rate to account for increased costs.

**PIPE CLEANING AND  
INSPECTION  
EQUIPMENT R-58**

**1. NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal 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.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Bidder (if different than name))

\_\_\_\_\_  
(Date)

## 2. TAX COMPLIANCE

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

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(Signature of authorized individual submitting proposal)

---

(Printed Name)

---

(Name of Bidder (if different than name))

---

(Date)

**3. CORPORATE BIDDER (*if applicable*)**

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein, that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Bidder (if different than name))

\_\_\_\_\_  
(Date)



#### 4. PREVAILING WAGES

The undersigned bidder or quoter hereby certifies, under the pains and penalties of perjury, that the foregoing bid or quote is based upon the payment to laborers 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 or quoter agrees to indemnify the awarding authority for, from and against any loss, expenses, damages, action 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 or quote to be based upon the payment of the said applicable prevailing wage rates, or (2) the failure of the bidder or quoter, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wages.

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(Signature of authorized individual submitting proposal)

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(Printed Name)

---

(Name of Bidder (if different than name))

---

(Date)

## 5. DEBARRMENT

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.

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(Signature of authorized individual submitting proposal)

---

(Printed Name)

---

(Name of Bidder (if different than name))

---

(Date)

## 6. LABOR HARMONY AND OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration 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 that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

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(Signature of authorized individual submitting proposal)

---

(Printed Name)

---

(Name of Bidder (if different than name))

---

(Date)

**REFERENCE FORM** *(Attach additional sheets as necessary.)*

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(1) Reference Name (Contact Person):		City/Town/Company:	
Address:			
Phone:	Fax:	Email:	
Dates of Services Provided: ____/____/____ to ____/____/____			
Description of Services Provided:			

(2) Reference Name (Contact Person):		City/Town/Company:	
Address:			
Phone:	Fax:	Email:	
Dates of Services Provided: ____/____/____ to ____/____/____			
Description of Services Provided:			

(3) Reference Name (Contact Person):		City/Town/Company:	
Address:			
Phone:	Fax:	Email:	
Dates of Services Provided: ____/____/____ to ____/____/____			
Description of Services Provided:			

## **PART 1. GENERAL INFORMATION**

### **1.1 PROCUREMENT DESCRIPTION**

The City of Salem is seeking bids for the rental of Pipe Cleaning and Inspection Equipment, operators and laborers.

The City intends to award multiple contracts from this solicitation in order to ensure that a variety of equipment is available to provide backup for any and all city projects, or if the first tier bidder is not available to furnish the equipment at the immediate request of the city. No guarantee of work is being made when a bidder is awarded a contract as a result of this solicitation.

Any contract that results from this procurement shall be for a term of three years.

### **1.2 APPLICABLE LAW**

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30, Section 39M.

### **1.3 APPROVAL**

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

### **1.4 INCORPORATION BY REFERENCE**

All requirements, specifications, terms and conditions described in this Invitation for Bids shall be incorporated by reference into any contract that may result.

### **1.5 TIME FOR AWARD**

Any contract that may result from the procurement shall be awarded within thirty (30) days after the bid opening. The Contractor must agree to hold its bid prices firm for that period.

### **1.6 RIGHT TO CANCEL/REJECT**

The City reserves the right to cancel this Invitation for Bids or reject in whole or in part any and all bids if the City determines that cancellation or rejection serves the best interests of the City.

### **1.7 TAXATION**

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid pricing.

Copies of the City's tax exempt paperwork shall be available upon request of the selected contractor.

### **1.8 OBTAINING THE INVITATION FOR BIDS**

The Invitation for Bids shall be available beginning, Wednesday, September 16, 2015

The Invitation for Bids and related documents shall be available for free download from the City's Purchasing Department website at [http://saalem.com/Pages/SalemMA\\_Purchasing/index](http://saalem.com/Pages/SalemMA_Purchasing/index) under the link titled "IFBs, RFPs, RFQs."

Hardcopies of the Invitation for Bids and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, Massachusetts 01970, between the hours of 8:00 AM-4:00 PM on Monday-Wednesday, 8:00-7:00 PM on Thursday, and 8:00 AM-12:00 PM on Friday.

**1.9 PRE-BID CONFERENCE**

Not Applicable

## **PART 2. INSTRUCTIONS FOR BIDDERS**

### **2.1 REQUIREMENTS AND SUBMISSIONS**

Below please find a description of the requirements and submissions that must be included as part of a bid. Bids must be sealed and marked as noted.

#### **2.1.1 BID FORM**

Every bid must include a completed 'Bid Form'. See attached. All material, equipment and labor is F.O.B. City of Salem.

#### **2.1.2 NON-COLLUSION**

Every bid must include a certification of good faith, certifying that the bid was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

#### **2.1.3 TAX COMPLIANCE**

Every bid must include a written certification that the bidder has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

#### **2.1.4 CORPORATE BIDDER**

If the bid is being submitted by a corporation, the bid must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

#### **2.1.5 REFERENCE FORM**

Every bid must be accompanied by at least three (3) professional references.

#### **2.1.6 BID DEPOSIT**

Each bid must be accompanied by a deposit of one thousand dollars (\$1,000.00). The bid deposit may be in the form of a certified treasurer's or cashier's check payable to the City of Salem from a responsible bank or trust company; cash; or a bid bond.

#### **2.1.7 PAYMENT BOND**

The selected contractor shall be required to furnish a Payment Bond in the amount of fifty percent (50%) of the contract price, within ten days of the date of notification of the contract award.

#### **2.1.8 PREVAILING WAGE**

Wages for this project are subject to the prevailing wage rates as set by the Department of Labor Standards. A copy of the prevailing wage rates for this project is included in the Invitation for Bids, along with a Payroll Record Form and Statement of Compliance.

In the event that the option to renew is exercised, an updated prevailing wage rate sheet will be sent to the Contractor along with the contract amendment letter.



Certified Weekly Payroll documents shall be sent to the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970. Payroll records must be sent three (3) business days after the close of the previous work week. See ‘Certification Regarding Payment of Prevailing Wage Rates’ attached.

2.1.9 DEBARMENT

Every bid must include a certification regarding the contractor’s debarment status. A debarred contractor is not eligible for the award of public contracts during the period of its debarment. See ‘Certification Regarding Debarment’ attached.

2.1.10 LABOR HARMONY AND OSHA CERTIFICATION

Every bid must include a certification regarding labor harmony training approved by the U.S. Occupation Safety and Health Administration completed by all employees to be employed at the worksite. See ‘Labor Harmony and OSHA Certification’ attached.

**2.2 BID DELIVERY**

Below please find a description of the manner in which sealed bids must be submitted.

2.2.1 DUE DATE AND TIME

Bids shall be received by the Office of the Purchasing Agent on or before **11:00 AM on Wednesday, March 30, 2016.**

Any bid received after that time shall be rejected as non-responsive.

2.2.2 ADDRESS

Sealed bids shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem Massachusetts 01970.

2.2.3 HOURS OF OPERATION

Bids must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

2.2.4 COPIES

Bidders must submit one (1) original and one (1) copy of the bid.

2.2.5 LABELING

The outside of the envelope containing the sealed bid must be labeled with 1) the bid number 2) the bid opening date and time and 3) the name of the bidder.

**2.3 SIGNATURES**

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

## **2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS**

### **2.4.1 QUESTIONS/REQUESTS FOR CLARIFICATION**

Questions concerning this Invitation for Bids must be submitted in writing to: Whitney Haskell at [whaskell@salem.com](mailto:whaskell@salem.com) at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the Invitation for Bids.

### **2.4.2 CHANGES**

If any changes are made to this Invitation for Bids, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all bidders on record as having picked up the Invitation for Bids.

### **2.4.3 MODIFICATIONS AND WITHDRAWALS**

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Salem prior to the time and date set for bid opening.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. " to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the Invitation for Bids.

After the bid opening a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

## **2.5 UNFORESEEN OFFICE CLOSURES**

If, at the time of the scheduled bid opening, 93 Washington Street, 2nd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

## **2.6 BID OPENING PROCEDURE**

At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

## **PART 3. EVALUATION AND SELECTION**

### **4.2 RULE FOR AWARD**

Any contract that results from the procurement shall be awarded to the lowest responsible and eligible bidder, offering the lowest price on the "Bid Form." The City Reserves the right to award multiple contracts.

## PART 5. TERMS AND CONDITIONS

### 5.1 TERM OF CONTRACT

The performance period for any contract that results from this Invitation for Bids shall commence on or around October 1, 2015 and terminate on or around September 30, 2018.

### 5.2 ASSIGNMENTS AND SUBCONTRACTING

The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City. The successful bidder shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

### 5.4 INSURANCE REQUIREMENTS

General- The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

#### **5.5 CHANGE ORDERS AND ADJUSTMENTS**

Any request for a change order or adjustment must be submitted in writing and contain, an explanation of the need for the change order, a statement of work including a cost breakdown of each addition, and a statement that the change order is in the best interest of the awarding authority. The City is not obligated to pay for change orders that are not approved in writing, by the original contract signatories. Three (3) copies of the change order shall be required.

#### **5.6 INDEMNIFICATION**

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

#### **5.7 FEDERAL AND STATE LAW**

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

#### **5.8 STATEMENT OF WORK**

Except as otherwise specifically stated in the bid and contract documents the selected contractor shall secure, at its own expense, all necessary permits and licenses and comply with all city and state codes and regulations. The selected contractor shall provide and pay for all materials, equipment, labor, tools, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever for his performance of the Contract within the specified time, and required for this project. The selected contractor must provide all materials and equipment free of any lien, claim or encumbrance.

#### **5.9 SAMPLE CONTRACT**

See 'Sample Contract' attached.

# SAMPLE CONTRACT

**CONTRACT NO. X-0.0**  
SCCS Kitchen Plumbing  
CITY OF SALEM  
CONTRACT FOR SERVICES  
Over \$10,000

This agreement is made and entered into by and between the City of Salem (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and \_\_\_\_\_(hereinafter the CONTRACTOR).

**ARTICLE I. DEFINITION.**

This CONTRACT as used herein shall mean these articles, and the “contract documents” which include but are not limited to the following identified items and all documents, and forms submitted therewith, or attached hereby.

- Attachment A: Scope of Services, and/or other bid package materials
- Attachment B: Additional Contract Terms and Conditions
- Attachment C: Statement of Corporate Authority
- Addenda: \_\_\_\_\_

**ARTICLE II. AMOUNT AND DURATION.**

This CONTRACT in an amount not to exceed \$\_\_\_\_\_shall commence on or about\_\_\_\_\_and shall terminate no later than\_\_\_\_\_, unless a written amendment to renew or extend this CONTRACT is executed in accordance with the provisions of this CONTRACT.

**ARTICLE III. PERFORMANCE.**

The Contractor agrees to provide all goods and/or services set forth in Invitation for Bids, Documents, Scope of Services, and the CONTRACTOR’s bid\_\_\_\_\_and/or as outlined in ATTACHMENT A - SCOPE OF SERVICES.

**ARTICLE IV. TERMINATION.**

Without Cause. The CITY may terminate this CONTRACT on sixty (60) calendar days notice, or may suspend this CONTRACT for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the City by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR.

For Cause. If the CONTRACTOR is determined by the CITY to be in default of any term or condition of CONTRACT, the CITY may terminate this contract on thirty (30) days notice by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR. If the CITY is determined by the CONTRACTOR to be in default of any term or condition of this CONTRACT the CONTRACTOR may terminate this contract on thirty (30) days notice by providing notice to the CITY, which shall be in writing and shall be deemed delivered and received when given in person to the CITY, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CITY.

Default. The following shall constitute events of default under this CONTRACT: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure to perform any of its obligations under this CONTRACT including, but not limited to the following: (i) failure to commence performance of this CONTRACT at the time specified in this CONTRACT due to a reason or circumstance within the CONTRACTOR'S reasonable control, (ii) failure to perform this CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of this CONTRACT within the specified time due to a reason or circumstance within the

CONTRACTOR'S reasonable control, (iii) failure to performance this CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of this CONTRACT, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

#### **ARTICLE V. REMEDIES OF THE CITY.**

The CITY may deduct the cost of any substitute contract or performance for expenses, losses, and all damages, including incidental and consequential damages as a result of any event of non-conformance or non-performance of the CONTRACTOR in complying with the terms of this CONTRACT, and shall withhold such expenses, losses, and damages from sums due, or to become due.

#### **ARTICLE VI. REMEDIES OF THE CONTRACTOR.**

If the damages, other than loss, non-conformance, or non-performance, are actually sustained by the CONTRACTOR due to any act or omission for which the CITY is legally responsible the CITY shall allow a sum equal to the amount of such damages sustained by the Contractor as determined by the CITY in writing, provided the Contractor shall have provided to all signatories of the contract a detailed written statement of such damages and cause thereof within 30 days of the act of omission by the CITY.

#### **ARTICLE VII. ASSIGNABILITY.**

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest in this contract without the prior written consent of the Procurement Officer of said City. In the event of such occurrence the City reserves the right to deal with any assignee subcontractor or transferee directly and the contractor agrees to remain bound by all terms and conditions of this contract in accordance with its original tenor. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

#### **ARTICLE VIII. INDEMNIFICATION.**

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

#### **ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.**

The CONTRACTOR shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and CONTRACTOR shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. Prior to commencement of any work and until completion of its work under this CONTRACT shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:  
General- The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies and certificate for insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow it subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

#### **ARTICLE X. CORPORATE CONTRACTOR.**

If CONTRACTOR is a corporation, CONTRACTOR shall endorse the Certificate of Corporate Authority for the CONTRACTORS' signatory (Attachment C), or shall otherwise provide a form similar in nature and substance acceptable to the CITY.

If CONTRACTOR is a non-profit corporation, CONTRACTOR shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This agreement shall not be enforceable against the CITY unless and until the CONTRACTOR complies with this section. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

#### **ARTICLE XI. SUBJECT TO APPROPRIATION.**

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.



In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of the state, federal grant.

**ARTICLE XII. DOCUMENTS, MATERIALS, ETC.**

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY, except as otherwise required by law. The CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The CONTRACTOR shall at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

**ARTICLE XIII. AUDIT, INSPECTION, RECORD KEEPING.**

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CIT shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

**ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.**

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of their weekly payroll records to the awarding authority. Once collected, the awarding authority is also required to preserve those records for three years.

**ARTICLE XV. CONFLICT OF INTEREST.**

CITY. No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the CONTRACTOR shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

CONTRACTOR. CONTRACTOR agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR, his/her/its agents, servants or employees further stipulates that in the performance of this CONTRACT, no person having any such interest shall be employed. Conflicts of Interest include but are not limited to (a) immediate family relationships with officials of the CITY, (b) instances where the CONTRACTOR, his/her/it agents, servants or employees during the period of this CONTRACT was connected as an officer, employee or member of the governing body of the CITY, and (c) instances where the CONTRACTOR has an interest in any CITY department, its agents, servants or employees or parcels of land within the CITY. Compliance with this section shall be material to the CONTRACT.

**ARTICLE XVI. PAYMENT.**

The CITY agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth in the CONTRACTOR'S bid or proposal within thirty (30) days of receipt of an invoice at the Office of the City Auditor detailing the work completed.

Subject to pending statutory appeal rights, CONTRACTOR agrees that all sums otherwise due and payable to the CITY for outstanding taxes, fines, fees and or other municipal charges may be deducted from the sum(s) otherwise payable under this CONTRACT prior to disbursement to the CONTRACTOR.

**ARTICLE XVII. CONFLICT.**

In the event there is a conflict between these Articles and Attachment A. Attachment A shall supersede these Articles.  
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**ARTICLE XVIII. WAIVER AND AMENDMENT.**

The provisions contained in this CONTRACT may be modified only as specifically provided by ATTACHMENT B - ADDITIONAL TERMS AND CONDITIONS. Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this CONTRACT may be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

To the extent allowed by law, all conditions, duties, and obligations contained in this CONTRACT may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

**ARTICLE XIX. CERTIFICATION.**

IN WITNESS WHEREOF, THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.

DEBARMENT. The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.

AMERICANS WITH DISABILITIES ACT. The CONTRACTOR is aware of the recently enacted Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

**ARTICLE XX. FORUM AND CHOICE OF LAW**

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

IN WITNESS WHEREOF the parties have hereto and to three other identical instruments set forth their hands the day and year first above written.

THE CITY:

THE CONTRACTOR:

\_\_\_\_\_  
Kimberley Driscoll,  
Mayor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Whitney Haskell,  
Purchasing Agent

Approved as to form:

\_\_\_\_\_  
Elizabeth Rennard, Esq.,  
City Solicitor

Approved as Contract Manager:

\_\_\_\_\_

I certify that funds have been encumbered  
in the amount of :       \$

\_\_\_\_\_  
Sarah Stanton,  
Finance Director

Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Status (Corporate/Non- Corporate)

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Date

## ATTACHMENT A

### SCOPE OF SERVICES

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***INSTRUCTIONS FOR DEPARTMENT AND CONTRACTOR:*** Please attach for reference purposes a copy of all bid/proposal documents, including but not limited to (i) invitations/instructions for bidders (ii) invitation/instructions for proposers, (iii) general and specific conditions, and please provide a detailed description of all types of goods and/or services that will be provided pursuant to this CONTRACT, not otherwise provided in any bid/proposal instructions, specifications, conditions or other documents.

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**ATTACHMENT B**

**ADDITIONAL CONTRACT TERMS AND CONDITIONS**

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***INSTRUCTIONS FOR DEPARTMENTS:*** *Please specify any additions or modifications to the terms and conditions (not to conflict with the public procurement laws or City ordinances or regulations):*

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**ATTACHMENT C**

**CERTIFICATE OF CORPORATE AUTHORITY**

If the Contractor is a corporation, complete the following certification:

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_ (Name of the Corporation) held on \_\_\_\_\_ (Date), at which all the Directors were present or waived notice, it was voted that, \_\_\_\_\_ (Name), \_\_\_\_\_ (Officer) of this company, is authorized 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 obligation in this company's name on its behalf by such \_\_\_\_\_ (Officer) of the company, shall be valid and binding upon this company.

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

A true copy,

Attest: \_\_\_\_\_ (Clerk)

Place of Business: \_\_\_\_\_

Corporate Seal:

## **PREVAILING WAGE RATES**



**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**

RONALD L. WALKER, II  
Secretary

WILLIAM D MCKINNEY  
Director

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

**Awarding Authority:** City of Salem  
**Contract Number:** R-58 **City/Town:** SALEM  
**Description of Work:** Sewer/drain pipe cleaning and internal inspection services.  
**Job Location:** Various, Salem, MA 01970

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 Division of Apprentice Standards (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. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice 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.



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Rental of Equipment - East</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.65	\$10.41	\$0.00	\$0.00	\$42.06
	06/01/2016	\$32.15	\$10.41	\$0.00	\$0.00	\$42.56
	08/01/2016	\$32.15	\$10.91	\$0.00	\$0.00	\$43.06
	12/01/2016	\$32.15	\$10.91	\$0.00	\$0.00	\$43.06
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.72	\$10.41	\$0.00	\$0.00	\$42.13
	06/01/2016	\$32.22	\$10.41	\$0.00	\$0.00	\$42.63
	08/01/2016	\$32.22	\$10.91	\$0.00	\$0.00	\$43.13
	12/01/2016	\$32.22	\$10.91	\$0.00	\$0.00	\$43.13
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.84	\$10.41	\$0.00	\$0.00	\$42.25
	06/01/2016	\$32.34	\$10.41	\$0.00	\$0.00	\$42.75
	08/01/2016	\$32.34	\$10.91	\$0.00	\$0.00	\$43.25
	12/01/2016	\$32.34	\$10.91	\$0.00	\$0.00	\$43.25
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.29	\$9.80	\$0.00	\$0.00	\$98.09
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$0.00	\$0.00	\$53.73
	06/01/2016	\$44.48	\$10.00	\$0.00	\$0.00	\$54.48
	12/01/2016	\$45.73	\$10.00	\$0.00	\$0.00	\$55.73
	06/01/2017	\$46.73	\$10.00	\$0.00	\$0.00	\$56.73
	12/01/2017	\$47.73	\$10.00	\$0.00	\$0.00	\$57.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$0.00	\$0.00	\$53.73
	06/01/2016	\$44.48	\$10.00	\$0.00	\$0.00	\$54.48
	12/01/2016	\$45.73	\$10.00	\$0.00	\$0.00	\$55.73
	06/01/2017	\$46.73	\$10.00	\$0.00	\$0.00	\$56.73
	12/01/2017	\$47.73	\$10.00	\$0.00	\$0.00	\$57.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$0.00	\$0.00	\$53.31
	06/01/2016	\$44.06	\$10.00	\$0.00	\$0.00	\$54.06
	12/01/2016	\$45.29	\$10.00	\$0.00	\$0.00	\$55.29
	06/01/2017	\$46.28	\$10.00	\$0.00	\$0.00	\$56.28
	12/01/2017	\$47.27	\$10.00	\$0.00	\$0.00	\$57.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$44.73	\$10.00	\$0.00	\$0.00	\$54.73
	06/01/2016	\$45.48	\$10.00	\$0.00	\$0.00	\$55.48
	12/01/2016	\$46.73	\$10.00	\$0.00	\$0.00	\$56.73
	06/01/2017	\$47.73	\$10.00	\$0.00	\$0.00	\$57.73
	12/01/2017	\$48.73	\$10.00	\$0.00	\$0.00	\$58.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$0.00	\$0.00	\$40.13
	06/01/2016	\$30.65	\$10.00	\$0.00	\$0.00	\$40.65
	12/01/2016	\$31.52	\$10.00	\$0.00	\$0.00	\$41.52
	06/01/2017	\$32.21	\$10.00	\$0.00	\$0.00	\$42.21
	12/01/2017	\$32.90	\$10.00	\$0.00	\$0.00	\$42.90
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

<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>
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$0.00	\$0.00	\$68.66
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$0.00	\$0.00	\$51.84
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$0.00	\$0.00	\$72.86
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$0.00	\$0.00	\$98.03
For apprentice rates see "Apprentice- PILE DRIVER"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2015	\$20.50	\$7.45	\$0.00	\$0.00	\$27.95
	06/01/2016	\$20.50	\$7.45	\$0.00	\$0.00	\$27.95
	12/01/2016	\$20.50	\$7.45	\$0.00	\$0.00	\$27.95
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$0.00	\$0.00	\$53.73
	06/01/2016	\$44.48	\$10.00	\$0.00	\$0.00	\$54.48
	12/01/2016	\$45.73	\$10.00	\$0.00	\$0.00	\$55.73
	06/01/2017	\$46.73	\$10.00	\$0.00	\$0.00	\$56.73
	12/01/2017	\$47.73	\$10.00	\$0.00	\$0.00	\$57.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$0.00	\$0.00	\$40.13
	06/01/2016	\$30.65	\$10.00	\$0.00	\$0.00	\$40.65
	12/01/2016	\$31.52	\$10.00	\$0.00	\$0.00	\$41.52
	06/01/2017	\$32.21	\$10.00	\$0.00	\$0.00	\$42.21
	12/01/2017	\$32.90	\$10.00	\$0.00	\$0.00	\$42.90
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$0.00	\$0.00	\$53.73
	06/01/2016	\$44.48	\$10.00	\$0.00	\$0.00	\$54.48
	12/01/2016	\$45.73	\$10.00	\$0.00	\$0.00	\$55.73
	06/01/2017	\$46.73	\$10.00	\$0.00	\$0.00	\$56.73
	12/01/2017	\$47.73	\$10.00	\$0.00	\$0.00	\$57.73

**Classification**

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

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 12/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.05	\$10.00	\$0.00	\$0.00	\$34.05
2	60	\$26.24	\$10.00	\$0.00	\$0.00	\$36.24
3	65	\$28.42	\$10.00	\$0.00	\$0.00	\$38.42
4	70	\$30.61	\$10.00	\$0.00	\$0.00	\$40.61
5	75	\$32.80	\$10.00	\$0.00	\$0.00	\$42.80
6	80	\$34.98	\$10.00	\$0.00	\$0.00	\$44.98
7	85	\$37.17	\$10.00	\$0.00	\$0.00	\$47.17
8	90	\$39.36	\$10.00	\$0.00	\$0.00	\$49.36

**Effective Date - 06/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.46	\$10.00	\$0.00	\$0.00	\$34.46
2	60	\$26.69	\$10.00	\$0.00	\$0.00	\$36.69
3	65	\$28.91	\$10.00	\$0.00	\$0.00	\$38.91
4	70	\$31.14	\$10.00	\$0.00	\$0.00	\$41.14
5	75	\$33.36	\$10.00	\$0.00	\$0.00	\$43.36
6	80	\$35.58	\$10.00	\$0.00	\$0.00	\$45.58
7	85	\$37.81	\$10.00	\$0.00	\$0.00	\$47.81
8	90	\$40.03	\$10.00	\$0.00	\$0.00	\$50.03

**Notes:**

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

LABORER	12/01/2015	\$31.15	\$7.45	\$0.00	\$0.00	\$38.60
LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$0.00	\$0.00	\$39.10
	12/01/2016	\$32.40	\$7.45	\$0.00	\$0.00	\$39.85

**Classification**

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

**Apprentice - LABORER - Zone 2**

**Effective Date - 12/01/2015**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.69	\$7.45	\$0.00	\$0.00	\$26.14
2	70	\$21.81	\$7.45	\$0.00	\$0.00	\$29.26
3	80	\$24.92	\$7.45	\$0.00	\$0.00	\$32.37
4	90	\$28.04	\$7.45	\$0.00	\$0.00	\$35.49

**Effective Date - 06/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.45	\$0.00	\$0.00	\$26.44
2	70	\$22.16	\$7.45	\$0.00	\$0.00	\$29.61
3	80	\$25.32	\$7.45	\$0.00	\$0.00	\$32.77
4	90	\$28.49	\$7.45	\$0.00	\$0.00	\$35.94

**Notes:**

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

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$22.27	\$10.00	\$0.00	\$0.00	\$32.27
	06/01/2016	\$22.66	\$10.00	\$0.00	\$0.00	\$32.66
	12/01/2016	\$23.31	\$10.00	\$0.00	\$0.00	\$33.31
	06/01/2017	\$23.82	\$10.00	\$0.00	\$0.00	\$33.82
	12/01/2017	\$24.34	\$10.00	\$0.00	\$0.00	\$34.34

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$26.08	\$10.00	\$0.00	\$0.00	\$36.08
	06/01/2016	\$26.54	\$10.00	\$0.00	\$0.00	\$36.54
	12/01/2016	\$27.29	\$10.00	\$0.00	\$0.00	\$37.29
	06/01/2017	\$27.89	\$10.00	\$0.00	\$0.00	\$37.89
	12/01/2017	\$28.50	\$10.00	\$0.00	\$0.00	\$38.50

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$0.00	\$0.00	\$53.31
	06/01/2016	\$44.06	\$10.00	\$0.00	\$0.00	\$54.06
	12/01/2016	\$45.29	\$10.00	\$0.00	\$0.00	\$55.29
	06/01/2017	\$46.28	\$10.00	\$0.00	\$0.00	\$56.28
	12/01/2017	\$47.27	\$10.00	\$0.00	\$0.00	\$57.27

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.28	\$9.07	\$0.00	\$0.00	\$39.35
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POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$0.00	\$0.00	\$53.73
	06/01/2016	\$44.48	\$10.00	\$0.00	\$0.00	\$54.48
	12/01/2016	\$45.73	\$10.00	\$0.00	\$0.00	\$55.73
	06/01/2017	\$46.73	\$10.00	\$0.00	\$0.00	\$56.73
	12/01/2017	\$47.73	\$10.00	\$0.00	\$0.00	\$57.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$0.00	\$0.00	\$53.73
	06/01/2016	\$44.48	\$10.00	\$0.00	\$0.00	\$54.48
	12/01/2016	\$45.73	\$10.00	\$0.00	\$0.00	\$55.73
	06/01/2017	\$46.73	\$10.00	\$0.00	\$0.00	\$56.73
	12/01/2017	\$47.73	\$10.00	\$0.00	\$0.00	\$57.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$0.00	\$0.00	\$40.13
	06/01/2016	\$30.65	\$10.00	\$0.00	\$0.00	\$40.65
	12/01/2016	\$31.52	\$10.00	\$0.00	\$0.00	\$41.52
	06/01/2017	\$32.21	\$10.00	\$0.00	\$0.00	\$42.21
	12/01/2017	\$32.90	\$10.00	\$0.00	\$0.00	\$42.90
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$0.00	\$0.00	\$53.31
	06/01/2016	\$44.06	\$10.00	\$0.00	\$0.00	\$54.06
	12/01/2016	\$45.29	\$10.00	\$0.00	\$0.00	\$55.29
	06/01/2017	\$46.28	\$10.00	\$0.00	\$0.00	\$56.28
	12/01/2017	\$47.27	\$10.00	\$0.00	\$0.00	\$57.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.94	\$10.41	\$0.00	\$0.00	\$42.35
	06/01/2016	\$32.44	\$10.41	\$0.00	\$0.00	\$42.85
	08/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$32.23	\$10.41	\$0.00	\$0.00	\$42.64
	06/01/2016	\$32.73	\$10.41	\$0.00	\$0.00	\$43.14
	08/01/2016	\$32.73	\$10.91	\$0.00	\$0.00	\$43.64
	12/01/2016	\$32.73	\$10.91	\$0.00	\$0.00	\$43.64
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$0.00	\$0.00	\$53.31
	06/01/2016	\$44.06	\$10.00	\$0.00	\$0.00	\$54.06
	12/01/2016	\$45.29	\$10.00	\$0.00	\$0.00	\$55.29
	06/01/2017	\$46.28	\$10.00	\$0.00	\$0.00	\$56.28
	12/01/2017	\$47.27	\$10.00	\$0.00	\$0.00	\$57.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$32.52	\$10.41	\$0.00	\$0.00	\$42.93
	06/01/2016	\$33.02	\$10.41	\$0.00	\$0.00	\$43.43
	08/01/2016	\$33.02	\$10.91	\$0.00	\$0.00	\$43.93
	12/01/2016	\$33.02	\$10.91	\$0.00	\$0.00	\$43.93
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

<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>
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.94	\$10.41	\$0.00	\$0.00	\$42.35
	06/01/2016	\$32.44	\$10.41	\$0.00	\$0.00	\$42.85
	08/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35

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.