

**CITY OF SOMERVILLE MASSACHUSETTS  
SOMERVILLE CITY HALL  
93 HIGHLAND AVENUE  
SOMERVILLE MA. 02143  
BIDDING INSTRUCTIONS FOR  
BID #15-31**

Enclosed you will find an invitation to bid for: Catch Basin and Drain Manhole Cleaning for the City of Somerville. Contract is for 1 year, from January 1, 2015 through December 31, 2015 with two (2), one-year options for renewal.

When submitting bid, please identify the bid item and number clearly. All bids must be sealed and delivered to Purchasing Department, City of Somerville, 93 Highland Ave., Somerville, MA 02143. Please mark the outside of all bid envelopes with the Bid number above and write "Catch Basins" on the bid envelope.

**BIDS SUBMITTED MUST BE AN ORIGINAL.**

The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided.

- 1) "Notice to Bidders" signed by person submitting bid.
- 2) "Signature Form" complete when submitting your bid.
- 3) Tax Compliance/Non Collusion Form
- 4) Certificate of Signature Authority
- 5) Somerville Living Wage Form
- 6) Quality Requirements
- 7) Bid Pricing Page

**NOTE: IF VENDOR IS INCORPORATED - AN UPDATED "CERTIFICATE OF GOOD STANDING" FROM THE COMMONWEALTH OF MASSACHUSETTS WILL BE NEEDED FOR THE AWARDED VENDOR ONLY.**

Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

Your cooperation is greatly appreciated.

## NOTICE TO BIDDERS

### BID # 15-31

All bids must be in accordance with terms and conditions set forth herein as stated.

- SECTION A. Sealed bids for: **Catch Basins and Drain Manhole Cleaning**  
The bids will be received at the office of the Purchasing  
Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA.  
02143 no later than **Thursday, November 13, 2014 at 11:00 A.M.** at  
which time and place they will be publicly opened and read.
- SECTION B. Forms of price bid, specifications and terms of contract can be obtained at  
the above office on or after **Tuesday, October 28, 2014.**
- SECTION C. Bid envelopes shall be clearly marked as follows: **"Bid No: 15-31,  
Bid for Catch Basins"**
- SECTION D. If **awarded** vendor is a Corporation, vendor must comply with request for  
"Certificate of Good Standing". See attached instructions.
- SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance  
requirements as stated in bid package.
- SECTION F. Living Wage – See Specifications
- SECTION G. The requirements in Section **E or F** will be waived if the words "Non-  
Applicable" (N/A) are inserted in the space designated.
- SECTION H. The Purchasing Director reserves the right to accept or reject any or all  
bids, to waive any informalities, to divide the award, to amend any  
specifications or to accept any portion of a bid, if in her sole judgment, the  
best interest of the City of Somerville would be served by so doing.
- SECTION I. The City reserves the right to cancel a contract, if awarded bidder does not  
respond to all necessary documents and required signature forms within  
twenty (20) working days of receipt of contract.

Company: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Tel. No: \_\_\_\_\_

Fax: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## City of Somerville

### Invitation for Bids for

### Catch Basin and Drain Manhole Cleaning

### Bid No. 15-31

#### I. General Information and Bid Submission Requirements

##### Bid Delivery

All bids must be delivered to City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143.

Bids must be delivered by **11:00 A.M. on Thursday, N.**

1 copy of the bid should be submitted. Bids must be sealed and marked as follows:  
**"Bid for Catch Basin Cleaning, Bid No. 12-42."**

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this IFB.

##### Bid Signature

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.

##### Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

##### Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed, faxed or emailed to all bidders on record as having picked up the IFB. No changes may be made to the bid documents, by the Bidders; without written

authorization and/or an addendum from the Purchasing Department.

### **Questions about the IFB**

Questions concerning this invitation for bids must be submitted in writing to: Orazio DeLuca, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 before **4:30 P.M. on Wednesday, November 5, 2014**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to **odeluca@somervillema.gov**. Written responses will be mailed, faxed or emailed to all bidders on record as having picked up the IFB.

If any Bidders or proposers contact anyone outside of Purchasing, for information about this proposal, the bid/proposal will be disqualified from the bidding process.

### **Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

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

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.

### **Right to Cancel/Reject Bids**

The City of Somerville may cancel this IFB, 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.

### **Bid Prices to Remain Firm**

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

### **Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be

accepted until that date and time.

#### Prevailing Wage Requirements

The Prevailing Wage Law applies to this contract. The applicable Prevailing Wage Rates, Compliance Form and Report Form are attached.

Notwithstanding anything to the contrary in Articles of the General Conditions included herein, the City may, in its sole discretion withhold payment from the Contractor with respect to a given application for payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. Payment by the City on one or more occasions in the absence of the Contractor's compliance with this section shall not constitute a waiver of the City's right to withhold payment for noncompliance on other occasions.

The Contractor shall submit payroll information on a weekly basis in a format approved by the City (form attached) numbered in numerical sequence and signed by the Contractor (including forms; for weeks when the Contractor is not on the site, in which case there shall be a notation to the effect "no work this payroll period" and a date anticipated for resuming work). The Contractor shall submit these forms to: DPW/Water Superintendant.

## **II. Purchase Description/Scope of Services**

### General Description

The City of Somerville is requesting bids for **Catch Basin and Drain Manhole Cleaning** for the Department of Public Works Water Department.

### Contract Term Length and Renewal Options

The contract will remain in effect from **January 1, 2015 through December 31, 2015**, with two (2), one-year options to renew.

### Price Submission

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

### Estimated Quantities

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

### Brand Name "Or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

### Warranty

The bidder warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.

The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.

The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

### Performance Standards

The vendor selected must have all equipment and personnel necessary to adequately perform the contract

Cleanings shall be scheduled in coordination with the Superintendent of the Water Department.

### Description of Services

#### ***Contract Award***

The City is awarding a 1 year contract, with two options to renew. This contract will cover the items listed for the Department of Public Works Water Division.

#### ***Invoicing***

Vendor will mail an invoice to the ordering department after completion of the services.

#### ***Cancellation***

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the specifications provided herein.

### Pricing

Prices are to include Delivery, the cost of fuel, the cost of labor, and all other charges related to the products listed herein. Prices are to remain the same for the entire contract period.

**CITY OF SOMERVILLE  
DEPARTMENT OF PUBLIC WORKS  
STATEMENT OF WORK  
CATCH BASIN CLEANING**

***A. Catch Basin and Drain Manhole Cleaning***

The work to be done under this contract shall consist of removing the accumulated dirt, refuse and other debris from each catch basin, the gutter mouth of curb inlets, and properly disposing of the materials removed. Drain manholes are considered catch basins in this contract.

The Contractor shall in each case remove the grate, clean the catch basin, including scraping the sides of the basin, to the satisfaction of the Director of Water and Sewer Enterprise or her designee, and carefully replace the grate. The catch basin shall be considered clean when remaining material in the catch basin is not more than four inches in depth, if leveled.

***B. Sequence of Cleaning***

The City will make available to the Contractor Work Route Maps showing the sequence in which the Contractor will proceed in cleaning the catch basins. The Contractor shall provide to the Sewer Foreman of the Public Works Department on a weekly basis a report containing the location and number of catch basins cleaned during the week and the total number of catch basins cleaned year to date.

***C. Start/Completion Time***

The time frame for cleaning of catch basins will be from April 15 to November 15 of the calendar year covered by the contract. Work will be performed normally between the hours of 7:30 AM and 3:30 PM. Work outside of normal hours, along with work on Saturday and Sunday, must be approved in advance, by the Director of Water and Sewer Enterprise or her designee.

***D. Construction Methods***

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

The Contractor is to remove the basin grate, thoroughly clean the catch basin and reset the grate prior to leaving the basin. It is anticipated that clam trucks, not Vac Trucks, will be utilized for this contract award.

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

During the operation, care shall be taken by the contractor not to damage grate, frame, catch basin, pipe, or curbing. If damage is caused by the negligence of the Contractor the damaged parts shall be satisfactory repaired or replaced at the Contractor's expense. The material removed from the catch basins shall be transported immediately to the approved disposal area in trucks that will not spill or leak the material along the roadway. Any material falling on the roadway shall be noted in the report.

***E. Traffic Control***

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

***F. Limits of Work***

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

***G. Method of Measurement***

Each of the approximately 2,500 basins satisfactorily cleaned will be measured as a complete unit. Basins not satisfactorily cleaned will be brought to the Contractor's attention and re-cleaned at no additional cost. A basin which cannot be cleaned due to a structural defect or absence of a sump will not be measured for payment. The Contractor shall mark the top of the catch basin grate with paint with the color specified by the Director of the Water & Sewer Enterprise after it has been cleaned.

***H. Basis of Payment***

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



### **III. Quality Requirements**

*Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:*

	Yes	No
Has the vendor performed at least 5 catch basin cleaning contracts within the past 5 years for similarly sized municipalities?		
Does the Vendor have a clam truck and not a Vac truck to perform the catch basin cleaning, as requested in the specifications?		
The Vendor is able to provide the catch basin cleaning services as described in the specifications?		
Did the vendor provide at least three references from similarly sized municipalities for whom similar services were performed?		
<u>Optional:</u> Vendor: are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

**IV. References**  
**REFERENCE FORM**

Bidder: \_\_\_\_\_

**IFB Title: 15-31 Catch Basin and Drain Manhole Cleaning**

Bidder must provide references for at least three other municipalities provided this product or service.

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## V. Rule for Award

One contract will be awarded to the responsive and responsible bidder offering the lowest total price based on estimated quantities.

## VI. Bid Pricing Sheet

Please quote on the following items. Prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products & services listed below. All prices are to remain the same for the entire contract period. All prices are to be based on the estimated quantities listed below.

Prices shown shall include all services specified herein with disposal of catch basin debris at a **non-City** owned site at contractor's expense.

The number of catch basins is an estimate only. The City of Somerville does not guarantee all catch basins will be approved for cleaning on a yearly basis. Cleanings will be approved according to budget guidelines.

	1/01/2015 to 12-31-2015		Optional year 2 1-01-2016 to 12-31-2016		Optional year 3 1-01-2017 to 12-31-2017	
Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2,500 catch basins:						

Name of Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

ADDENDA #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ ACKNOWLEDGED

Failure to acknowledge receipt of addenda may result in your bid being rejected.

## CERTIFICATE IN GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE IN GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate in Good Standing”**.

If you require information on how to obtain the “Certificate in Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at: [www.MA.GOV/SEC/COR](http://www.MA.GOV/SEC/COR)

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

### IMPORTANT NOTICE

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,  
Purchasing Director

## TERMS AND CONDITIONS

1. FREIGHT ON BOARD (F.O.B.)  
All prices are to be firm, F.O.B. delivered destination (Somerville), to the address specified on the "Notice to Bidders" (Form #2) or any other department location doing business for the City of Somerville in need of such services.
2. UNIT PRICE  
In case of error in extension of prices quoted herein, the unit price will govern.
3. PRICE REDUCTION  
It is understood and agreed that should any price reductions occur between the opening of this bid and completion of this delivery, the benefit of all such reductions will be extended.
4. CANCELLATION OF BID  
To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted.
5. SAMPLES  
The qualified low bidder will be required to submit samples upon request of the Purchasing Director. Acceptable samples will be a determining factor in the vendor selection process.
6. FINANCIAL AND OPERATIONAL INFORMATION  
By submitting a bid, the bidder authorizes the City of Somerville to contact any and all parties referenced by the bidder regarding financial and operational information.
7. PAYMENT  
The City of Somerville shall make no payment for a supply or service rendered prior to the execution of this contract.
8. DOCUMENTATION  
Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.
10. EXTENSION OF CONTRACT  
The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/01/12



## **Non-Collusion Form and Tax Compliance Certification**

**Instructions:** Complete each part of this two-part form and sign and date where indicated below.

### **A. NON-COLLUSION FORM**

I, the undersigned, hereby certify 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: \_\_\_\_\_  
(Individual Submitted Bid or Proposal)  
Duly Authorized

Name of Business or Entity: \_\_\_\_\_

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

### **B. TAX COMPLIANCE CERTIFICATION**

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, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

Name of Business or Entity: \_\_\_\_\_

Social Security Number or Federal Tax ID#: \_\_\_\_\_

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

**CITY OF SOMERVILLE  
SIGNATURE FORM**

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

\_\_\_\_\_

TITLE: \_\_\_\_\_

RESIDENCE: \_\_\_\_\_

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

\_\_\_\_\_  
\_\_\_\_\_

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: \_\_\_\_\_

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: \_\_\_\_\_

THE PRESIDENT IS: \_\_\_\_\_

THE TREASURER IS: \_\_\_\_\_

THE CLERK/SECRETARY IS: \_\_\_\_\_

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL  
AGREEMENT IF DIFFERS FROM ABOVE: \_\_\_\_\_.

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A  
POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL  
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

\_\_\_\_\_

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority  
(Limited Liability Companies Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

\_\_\_\_\_  
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: \_\_\_\_\_.

3. The LLC is managed by **(check one)** a ☐ Manager or by its ☐ Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title

5. **Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

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



Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority  
(Corporations Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

\_\_\_\_\_  
(Insert Full Name of Corporation)

2. I hereby certify that the following individual \_\_\_\_\_  
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected \_\_\_\_\_ of said Corporation.  
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on \_\_\_\_\_  
(Insert Date: Must be *on or before* Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

\_\_\_\_\_  
(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
(Clerk or Secretary)

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Date Must Be *on or after* Date Officer Signed Contract/Bonds)

## INSURANCE SPECIFICATIONS

### INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

#### A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ 500,000.00

Property Damage Liability.....\$ 500,000.00

#### B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

#### C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

#### Certificate Should Be Made Out To:

City Of Somerville  
Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE \$
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$
	ANY AUTO						
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CITY OF SOMERVILLE  
PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

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## CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE  
MAYOR

### Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

---

TIN

---

Signature

---

Printed Name of Person signing

---

Company

---

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143  
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344  
[www.somervillema.gov](http://www.somervillema.gov)





**SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM**  
**CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.\***

**Instructions:** This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

**Purpose:** The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

**Definition of "Living Wage":** For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than **\$12.05** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

\* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 06/10/14

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

**CERTIFIED BY:**

Signature: \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

Title: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

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

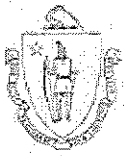
**INSTRUCTIONS: PLEASE POST**

**NOTICE TO ALL EMPLOYEES  
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2014 is \$12.05 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.



DEVAL L. PATRICK  
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

RACHEL KAPRIELIAN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Somerville

Contract Number:

City/Town: SOMERVILLE

Description of Work: Catch Basin and Manhole cleaning

Job Location: Various

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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 A</i>	08/01/2014	\$32.40	\$9.91	\$0.00	\$0.00	\$42.31
	12/01/2014	\$32.40	\$9.91	\$0.00	\$0.00	\$42.31
	06/01/2015	\$32.75	\$9.91	\$0.00	\$0.00	\$42.66
	08/01/2015	\$32.75	\$10.41	\$0.00	\$0.00	\$43.16
	12/01/2015	\$32.75	\$10.41	\$0.00	\$0.00	\$43.16
	06/01/2016	\$33.25	\$10.41	\$0.00	\$0.00	\$43.66
	08/01/2016	\$33.25	\$10.91	\$0.00	\$0.00	\$44.16
	12/01/2016	\$33.25	\$10.91	\$0.00	\$0.00	\$44.16
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.47	\$9.91	\$0.00	\$0.00	\$42.38
	12/01/2014	\$32.47	\$9.91	\$0.00	\$0.00	\$42.38
	06/01/2015	\$32.82	\$9.91	\$0.00	\$0.00	\$42.73
	08/01/2015	\$32.82	\$10.41	\$0.00	\$0.00	\$43.23
	12/01/2015	\$32.82	\$10.41	\$0.00	\$0.00	\$43.23
	06/01/2016	\$33.32	\$10.41	\$0.00	\$0.00	\$43.73
	08/01/2016	\$33.32	\$10.91	\$0.00	\$0.00	\$44.23
	12/01/2016	\$33.32	\$10.91	\$0.00	\$0.00	\$44.23
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.59	\$9.91	\$0.00	\$0.00	\$42.50
	12/01/2014	\$32.59	\$9.91	\$0.00	\$0.00	\$42.50
	06/01/2015	\$32.94	\$9.91	\$0.00	\$0.00	\$42.85
	08/01/2015	\$32.94	\$10.41	\$0.00	\$0.00	\$43.35
	12/01/2015	\$32.94	\$10.41	\$0.00	\$0.00	\$43.35
	06/01/2016	\$33.44	\$10.41	\$0.00	\$0.00	\$43.85
	08/01/2016	\$33.44	\$10.91	\$0.00	\$0.00	\$44.35
	12/01/2016	\$33.44	\$10.91	\$0.00	\$0.00	\$44.35
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$0.00	\$0.00	\$97.16
	08/01/2015	\$90.51	\$9.80	\$0.00	\$0.00	\$100.31
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$0.00	\$0.00	\$51.10
	12/01/2014	\$42.09	\$10.00	\$0.00	\$0.00	\$52.09
	06/01/2015	\$42.83	\$10.00	\$0.00	\$0.00	\$52.83
	12/01/2015	\$44.07	\$10.00	\$0.00	\$0.00	\$54.07
	06/01/2016	\$44.82	\$10.00	\$0.00	\$0.00	\$54.82
	12/01/2016	\$46.05	\$10.00	\$0.00	\$0.00	\$56.05
	06/01/2017	\$47.04	\$10.00	\$0.00	\$0.00	\$57.04
	12/01/2017	\$48.03	\$10.00	\$0.00	\$0.00	\$58.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	12/01/2014	\$43.49	\$10.00	\$0.00	\$0.00	\$53.49
	06/01/2015	\$44.24	\$10.00	\$0.00	\$0.00	\$54.24
	12/01/2015	\$45.49	\$10.00	\$0.00	\$0.00	\$55.49
	06/01/2016	\$46.24	\$10.00	\$0.00	\$0.00	\$56.24
	12/01/2016	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	06/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
	12/01/2017	\$49.49	\$10.00	\$0.00	\$0.00	\$59.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$0.00	\$0.00	\$38.80
	12/01/2014	\$29.50	\$10.00	\$0.00	\$0.00	\$39.50
	06/01/2015	\$30.02	\$10.00	\$0.00	\$0.00	\$40.02
	12/01/2015	\$30.89	\$10.00	\$0.00	\$0.00	\$40.89
	06/01/2016	\$31.41	\$10.00	\$0.00	\$0.00	\$41.41
	12/01/2016	\$32.28	\$10.00	\$0.00	\$0.00	\$42.28
	06/01/2017	\$32.97	\$10.00	\$0.00	\$0.00	\$42.97
	12/01/2017	\$33.66	\$10.00	\$0.00	\$0.00	\$43.66
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$58.24	\$9.80	\$0.00	\$0.00	\$68.04
	08/01/2015	\$60.34	\$9.80	\$0.00	\$0.00	\$70.14
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$41.60	\$9.80	\$0.00	\$0.00	\$51.40
	08/01/2015	\$43.10	\$9.80	\$0.00	\$0.00	\$52.90
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$62.40	\$9.80	\$0.00	\$0.00	\$72.20
	08/01/2015	\$64.65	\$9.80	\$0.00	\$0.00	\$74.45
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$0.00	\$0.00	\$97.16
	08/01/2015	\$90.51	\$9.80	\$0.00	\$0.00	\$100.31
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2014	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	12/01/2014	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	06/01/2015	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	12/01/2015	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	06/01/2016	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	12/01/2016	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$0.00	\$0.00	\$38.80
	12/01/2014	\$29.50	\$10.00	\$0.00	\$0.00	\$39.50
	06/01/2015	\$30.02	\$10.00	\$0.00	\$0.00	\$40.02
	12/01/2015	\$30.89	\$10.00	\$0.00	\$0.00	\$40.89
	06/01/2016	\$31.41	\$10.00	\$0.00	\$0.00	\$41.41
	12/01/2016	\$32.28	\$10.00	\$0.00	\$0.00	\$42.28
	06/01/2017	\$32.97	\$10.00	\$0.00	\$0.00	\$42.97
	12/01/2017	\$33.66	\$10.00	\$0.00	\$0.00	\$43.66
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49

## Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.82	\$10.00	\$0.00	\$0.00	\$32.82
2	60	\$24.89	\$10.00	\$0.00	\$0.00	\$34.89
3	65	\$26.97	\$10.00	\$0.00	\$0.00	\$36.97
4	70	\$29.04	\$10.00	\$0.00	\$0.00	\$39.04
5	75	\$31.12	\$10.00	\$0.00	\$0.00	\$41.12
6	80	\$33.19	\$10.00	\$0.00	\$0.00	\$43.19
7	85	\$35.27	\$10.00	\$0.00	\$0.00	\$45.27
8	90	\$37.34	\$10.00	\$0.00	\$0.00	\$47.34

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.37	\$10.00	\$0.00	\$0.00	\$33.37
2	60	\$25.49	\$10.00	\$0.00	\$0.00	\$35.49
3	65	\$27.62	\$10.00	\$0.00	\$0.00	\$37.62
4	70	\$29.74	\$10.00	\$0.00	\$0.00	\$39.74
5	75	\$31.87	\$10.00	\$0.00	\$0.00	\$41.87
6	80	\$33.99	\$10.00	\$0.00	\$0.00	\$43.99
7	85	\$36.12	\$10.00	\$0.00	\$0.00	\$46.12
8	90	\$38.24	\$10.00	\$0.00	\$0.00	\$48.24

## Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER	06/01/2014	\$34.10	\$7.30	\$0.00	\$0.00	\$41.40
LABORERS - ZONE 1	12/01/2014	\$34.85	\$7.30	\$0.00	\$0.00	\$42.15
	06/01/2015	\$35.60	\$7.30	\$0.00	\$0.00	\$42.90
	12/01/2015	\$36.35	\$7.30	\$0.00	\$0.00	\$43.65
	06/01/2016	\$37.10	\$7.30	\$0.00	\$0.00	\$44.40
	12/01/2016	\$38.10	\$7.30	\$0.00	\$0.00	\$45.40

**Apprentice - LABORER - Zone 1****Effective Date - 06/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.46	\$7.30	\$0.00	\$0.00	\$27.76
2	70	\$23.87	\$7.30	\$0.00	\$0.00	\$31.17
3	80	\$27.28	\$7.30	\$0.00	\$0.00	\$34.58
4	90	\$30.69	\$7.30	\$0.00	\$0.00	\$37.99

**Effective Date - 12/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.91	\$7.30	\$0.00	\$0.00	\$28.21
2	70	\$24.40	\$7.30	\$0.00	\$0.00	\$31.70
3	80	\$27.88	\$7.30	\$0.00	\$0.00	\$35.18
4	90	\$31.37	\$7.30	\$0.00	\$0.00	\$38.67

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

OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2014	\$21.48	\$10.00	\$0.00	\$0.00	\$31.48
	12/01/2014	\$22.00	\$10.00	\$0.00	\$0.00	\$32.00
	06/01/2015	\$22.38	\$10.00	\$0.00	\$0.00	\$32.38
	12/01/2015	\$23.03	\$10.00	\$0.00	\$0.00	\$33.03
	06/01/2016	\$23.42	\$10.00	\$0.00	\$0.00	\$33.42
	12/01/2016	\$24.07	\$10.00	\$0.00	\$0.00	\$34.07
	06/01/2017	\$24.58	\$10.00	\$0.00	\$0.00	\$34.58
	12/01/2017	\$25.10	\$10.00	\$0.00	\$0.00	\$35.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2014	\$25.03	\$10.00	\$0.00	\$0.00	\$35.03
	12/01/2014	\$25.64	\$10.00	\$0.00	\$0.00	\$35.64
	06/01/2015	\$26.09	\$10.00	\$0.00	\$0.00	\$36.09
	12/01/2015	\$26.84	\$10.00	\$0.00	\$0.00	\$36.84
	06/01/2016	\$27.30	\$10.00	\$0.00	\$0.00	\$37.30
	12/01/2016	\$28.05	\$10.00	\$0.00	\$0.00	\$38.05
	06/01/2017	\$28.65	\$10.00	\$0.00	\$0.00	\$38.65
	12/01/2017	\$29.26	\$10.00	\$0.00	\$0.00	\$39.26
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	06/01/2014	\$41.10	\$10.00	\$0.00	\$0.00	\$51.10
	12/01/2014	\$42.09	\$10.00	\$0.00	\$0.00	\$52.09
	06/01/2015	\$42.83	\$10.00	\$0.00	\$0.00	\$52.83
	12/01/2015	\$44.07	\$10.00	\$0.00	\$0.00	\$54.07
	06/01/2016	\$44.82	\$10.00	\$0.00	\$0.00	\$54.82
	12/01/2016	\$46.05	\$10.00	\$0.00	\$0.00	\$56.05
	06/01/2017	\$47.04	\$10.00	\$0.00	\$0.00	\$57.04
	12/01/2017	\$48.03	\$10.00	\$0.00	\$0.00	\$58.03

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.23	\$9.91	\$0.00	\$0.00	\$42.14
	12/01/2014	\$32.23	\$9.91	\$0.00	\$0.00	\$42.14
	06/01/2015	\$32.58	\$9.91	\$0.00	\$0.00	\$42.49
	08/01/2015	\$32.58	\$10.41	\$0.00	\$0.00	\$42.99
	12/01/2015	\$32.58	\$10.41	\$0.00	\$0.00	\$42.99
	06/01/2016	\$33.08	\$10.41	\$0.00	\$0.00	\$43.49
	08/01/2016	\$33.08	\$10.91	\$0.00	\$0.00	\$43.99
	12/01/2016	\$33.08	\$10.91	\$0.00	\$0.00	\$43.99
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$0.00	\$0.00	\$51.49
	12/01/2014	\$42.49	\$10.00	\$0.00	\$0.00	\$52.49
	06/01/2015	\$43.24	\$10.00	\$0.00	\$0.00	\$53.24
	12/01/2015	\$44.49	\$10.00	\$0.00	\$0.00	\$54.49
	06/01/2016	\$45.24	\$10.00	\$0.00	\$0.00	\$55.24
	12/01/2016	\$46.49	\$10.00	\$0.00	\$0.00	\$56.49
	06/01/2017	\$47.49	\$10.00	\$0.00	\$0.00	\$57.49
	12/01/2017	\$48.49	\$10.00	\$0.00	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING; OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$0.00	\$0.00	\$38.80
	12/01/2014	\$29.50	\$10.00	\$0.00	\$0.00	\$39.50
	06/01/2015	\$30.02	\$10.00	\$0.00	\$0.00	\$40.02
	12/01/2015	\$30.89	\$10.00	\$0.00	\$0.00	\$40.89
	06/01/2016	\$31.41	\$10.00	\$0.00	\$0.00	\$41.41
	12/01/2016	\$32.28	\$10.00	\$0.00	\$0.00	\$42.28
	06/01/2017	\$32.97	\$10.00	\$0.00	\$0.00	\$42.97
	12/01/2017	\$33.66	\$10.00	\$0.00	\$0.00	\$43.66
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$0.00	\$0.00	\$51.10
	12/01/2014	\$42.09	\$10.00	\$0.00	\$0.00	\$52.09
	06/01/2015	\$42.83	\$10.00	\$0.00	\$0.00	\$52.83
	12/01/2015	\$44.07	\$10.00	\$0.00	\$0.00	\$54.07
	06/01/2016	\$44.82	\$10.00	\$0.00	\$0.00	\$54.82
	12/01/2016	\$46.05	\$10.00	\$0.00	\$0.00	\$56.05
	06/01/2017	\$47.04	\$10.00	\$0.00	\$0.00	\$57.04
	12/01/2017	\$48.03	\$10.00	\$0.00	\$0.00	\$58.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	12/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	06/01/2015	\$33.04	\$9.91	\$0.00	\$0.00	\$42.95
	08/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	12/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	06/01/2016	\$33.54	\$10.41	\$0.00	\$0.00	\$43.95
	08/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
	12/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.98	\$9.91	\$0.00	\$0.00	\$42.89
	12/01/2014	\$32.98	\$9.91	\$0.00	\$0.00	\$42.89
	06/01/2015	\$33.33	\$9.91	\$0.00	\$0.00	\$43.24
	08/01/2015	\$33.33	\$10.41	\$0.00	\$0.00	\$43.74
	12/01/2015	\$33.33	\$10.41	\$0.00	\$0.00	\$43.74
	06/01/2016	\$33.83	\$10.41	\$0.00	\$0.00	\$44.24
	08/01/2016	\$33.83	\$10.91	\$0.00	\$0.00	\$44.74
	12/01/2016	\$33.83	\$10.91	\$0.00	\$0.00	\$44.74
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$0.00	\$0.00	\$51.10
	12/01/2014	\$42.09	\$10.00	\$0.00	\$0.00	\$52.09
	06/01/2015	\$42.83	\$10.00	\$0.00	\$0.00	\$52.83
	12/01/2015	\$44.07	\$10.00	\$0.00	\$0.00	\$54.07
	06/01/2016	\$44.82	\$10.00	\$0.00	\$0.00	\$54.82
	12/01/2016	\$46.05	\$10.00	\$0.00	\$0.00	\$56.05
	06/01/2017	\$47.04	\$10.00	\$0.00	\$0.00	\$57.04
	12/01/2017	\$48.03	\$10.00	\$0.00	\$0.00	\$58.03
.. For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$33.27	\$9.91	\$0.00	\$0.00	\$43.18
	12/01/2014	\$33.27	\$9.91	\$0.00	\$0.00	\$43.18
	06/01/2015	\$33.62	\$9.91	\$0.00	\$0.00	\$43.53
	08/01/2015	\$33.62	\$10.41	\$0.00	\$0.00	\$44.03
	12/01/2015	\$33.62	\$10.41	\$0.00	\$0.00	\$44.03
	06/01/2016	\$34.12	\$10.41	\$0.00	\$0.00	\$44.53
	08/01/2016	\$34.12	\$10.91	\$0.00	\$0.00	\$45.03
	12/01/2016	\$34.12	\$10.91	\$0.00	\$0.00	\$45.03
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55
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>	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52
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.						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL/CATCH BASIN CLEANING	08/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2014	\$32.69	\$9.91	\$0.00	\$0.00	\$42.60
	06/01/2015	\$33.04	\$9.91	\$0.00	\$0.00	\$42.95
	08/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	12/01/2015	\$33.04	\$10.41	\$0.00	\$0.00	\$43.45
	06/01/2016	\$33.54	\$10.41	\$0.00	\$0.00	\$43.95
	08/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45
	12/01/2016	\$33.54	\$10.91	\$0.00	\$0.00	\$44.45

**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.



# MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:												
Employer's Signature:		Title:		Contract No.:		Tax Payer ID No.:												
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet No.:												
General / Prime Contractor's Name:		Subcontractor's Name:		Employer's Hourly Fringe Benefit Contributions														
Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification:	Appt. Rate (%)	Hours							Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages (G)	Total Gross Wages (H)	
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.								At Other Hours
	<input type="checkbox"/>																	
	<input type="checkbox"/>																	
	<input type="checkbox"/>																	
	<input type="checkbox"/>																	
	<input type="checkbox"/>																	
	<input type="checkbox"/>																	
	<input type="checkbox"/>																	

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

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

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

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

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

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 20\_\_\_\_

I, \_\_\_\_\_

(Name of signatory party)

(Title)

do hereby state:

That I pay or supervise the payment of the persons employed by  
\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	
Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Appendix A**  
**Sample Contract**

CONTRACT  
BY AND BETWEEN  
THE CITY OF SOMERVILLE ACTING THROUGH  
THE PURCHASING DEPARTMENT  
AND  
VENDOR NAME

Contract No.: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

P.O. No.:

P.O. Amount: \$ \_\_\_\_\_

Bid No.:

Contract Period: Start date to End Date

Contract For: Goods and/or Supplies Furnished

Vendor: Vendor Name  
Address  
City, State, Zip Code  
Phone #

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

**SUPPLY AND SERVICES CONTRACT  
BY AND BETWEEN  
THE CITY OF SOMERVILLE  
AND  
VENDOR NAME  
ADDRESS  
CITY, STATE, ZIP CODE  
PHONE #**

This Contract made this 21st day of May 25, 2004, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and Vendor Name (hereinafter, the "Vendor").

**WHEREAS**, the City seeks the following supplies/services: \_\_\_\_\_;

(hereinafter, the "supplies/services"); and

**WHEREAS**, the City has followed an formal sealed bid procedure to solicit competition pursuant to G.L. c. 30B, §5, (See Appendix A – Notice to Bidders/Copy of Ad attached and made a part hereto); and

**WHEREAS**, the Vendor was found to be the lowest responsive and responsible Vendor (See Appendix B – Proposal Page attached and made a part hereto); and

**NOW THEREFORE**, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## **ARTICLE I. VENDOR'S SERVICES/SUPPLIES**

The Vendor shall provide the Services and/or Supplies described in **Appendix C**, Scope of Services/Specifications, attached and made part hereof.

## **ARTICLE II. TERM AND/OR DELIVERY**

### **A. Term.**

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by \_\_\_\_\_ (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

### **B. Delivery (Applicable to Supplies Only).**

1. The Supplies are to be delivered F.O.B. to:
2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal. (Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

## **ARTICLE III. PRICE AND/OR COMPENSATION**

### **A. Price (Applicable To Supplies Only).**

1. In case of an error in extension prices quoted herein, the unit price will govern.
2. The Supplies and the unit price for the Supplies are listed in **Appendix B**, attached and made a part hereto.

### **B. Payments.**

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$\_\_\_\_\_ for Services rendered and/or Supplies received as specified in **Appendix C**.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.
3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.
4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

**C. Invoicing.**

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.
2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

**ARTICLE IV. DEFAULT; TERMINATION; REMEDIES**

**A. Events of Default.**

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or
2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or
3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or
4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or
5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or



6. The Vendor is involved in a winding up or dissolution of its corporate structure; or
7. Any failure by the Vendor 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 Vendor'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 Vendor's reasonable control,
  - (iii) failure to perform this Contract in a manner reasonably satisfactory to the City,
  - (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,
  - (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor'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; or
8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

**B. Termination Upon Default.**

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default and shall set a date, by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City,

acting through its Chief Procurement Officer, may, at its option terminate the Contract.

**C. Termination For Convenience.**

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.
2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

**D. Obligations Upon Termination.**

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City:

1. Cease performance upon the stated termination date;
2. Surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and
3. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

**E. Rights and Remedies.**

1. The City shall have the right to:
  - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
  - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and
  - c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor

obligations hereunder; and

- d) pursue remedies under any bond provided; and
- e) pursue such other local, state and federal actions and remedies as may be available to the City.

2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.

3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.

4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

#### **ARTICLE V. INSURANCE**

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in **Appendix D** attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring ninety (90) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

## **ARTICLE VI. GENERAL PROVISIONS**

- A. Governing Law.** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: **MO46 001 414**.
- E. Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.



**M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:

Appendix A – Notice to Proposers/Copy of Advertisement

Appendix B – Price Proposal Page

Appendix C – Scope of Services

Appendix D – Insurance

Appendix E – Additional Terms & Conditions

The above-described appendices are, by this clause, made an integral part of this Contract.

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

**ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR**

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: Corporation, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: President (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.

- C. Non-Collusion.** This Contract was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: #                     . The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).
- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

**ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)**

- A. The Vendor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.
- B. The Vendor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.
- C. The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix \_\_\_\_\_.

**ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)**

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix E**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.





IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

**CITY OF SOMERVILLE**

I hereby certify that the total contract amount is \$\_\_\_\_\_, and that an unencumbered balance of \$\_\_\_\_\_ is available for the first fiscal year of this contract. I further certify that a sum of \$\_\_\_\_\_ is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.

\_\_\_\_\_  
Edward Bean  
City Auditor

\_\_\_\_\_  
Joseph A. Curtatone  
Mayor

\_\_\_\_\_  
Rositha Durham  
Purchasing Director

\_\_\_\_\_  
Department Head

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Gannon  
City Solicitor

**VENDOR**

Vendor Name

X\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent of

\_\_\_\_\_  
Title of Authorized Agent of Vendor

\_\_\_\_\_  
Street Address of Vendor

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Tax ID #

**FOR CORPORATIONS ONLY:**

I certify that the individual signing on behalf of the corporation has the authority to bind the corporation.

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Print or Type Clerk's Name