INVITATION FOR BID

CATCH BASIN CLEANING



TOWN OF LONGMEADOW MASSACHUSETTS

August 14, 2013

LEGAL NOTICE:

INVITATION FOR BID

CATCH BASIN CLEANING TOWN OF LONGMEADOW, MA

The Town of Longmeadow is accepting sealed bids for Catch Basin Cleaning. The bid document is available from the Longmeadow Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106, phone 413-565-4185, cthompson@longmeadow.org. Bids will be received at the Purchasing Department until the bid deadline of Wednesday, August 28, 2013 at 11:00am. Bid documents can also be accessed online through the Purchasing Department page of the town website: www.longmeadow.org. Bidders that download documents online are required to monitor the website prior to the bid deadline for additional issued addenda. Failure to acknowledge addenda may result in a bid rejection. Bidders are encouraged to notify the Purchasing Department of interest in any active bid solicitations to get added to the bid list. The contract will be for one year, with renewal option at the sole discretion of the Town for one additional year of service. Wages are subject to Massachusetts minimum wage rates per MGL C.149, Section 26 to 27H, inclusive. This contract will be awarded under the provisions of MGL 30B. The Town acting through the Town Manager, the Awarding Authority, reserves the right to reject any or all bids, waive minor informalities and to award the contract in the best interest of the Town.

GENERAL DESCRIPTION:

The contractor shall furnish labor, materials, and equipment necessary to clean and dispose of all debris for up to 900 catch basins throughout the Town of Longmeadow. It should be noted that the Longmeadow DPW requires the vacuum method of cleaning, as opposed to the scoop method. Upon completion of each job, catch basins must be free of debris. Such degree of cleanliness is to be reasonable determined by a Longmeadow DPW representative. The contractor shall notify the DPW Superintendent to schedule their services; a DPW representative will be required to be present during the performance of work by the contractor. The contractor may be recalled to re-clean any unsatisfactorily cleaned basin(s) without charge. The awarded contractor will work simultaneously with one Town DPW representative that will be scheduled to work alongside the contractor and assist during the performance of the entire job. Traffic control, general labor, and inspection of work performed will be the general function of the DPW representative. Other traffic control service requiring the inclusion of Longmeadow Police (if required) will be provided at no additional charge to the awarded contractor. All material removed from the catch basins are to be transported utilizing the contractor's own truck and resources and shall be disposed of at a Longmeadow DPW site. There will be no tipping or dumping fees collected for utilizing the dump site for the basin deposits. Additional work on an as needed basis may be available.

EXAMINATION OF SITES/LOCATION:

The work shall be performed in various sections of the Town of Longmeadow, MA. The locations are inclusive of up to all catch basins within Town. The Town reserves the right to determine the actual number of basins to be serviced and the performance of services is dependant on the appropriation of funding. The awarded vendor will work with the Longmeadow Superintendent of Public Works to develop the schedule of locations to be services. The schedule will take into consideration completing the project by street locations or demographic locations to minimize contractor labor, expenses, and travel within the Town to and from each basin site. The Superintendent of Public Works will have final authorization on the project schedule and sequence of basins to be serviced.

CONTRACT WORKERS:

The contractor will supply at least one competent, skilled, and experienced operator per vehicle to perform the required work. If at any time the Town DPW Superintendent (or their designee) shall notify the contractor that an assigned operator is apparently incompetent, such operator shall be discharged promptly and shall not be employed again on the job. The Town shall supply one helper to work with the contractor.

CLEANUP:

Upon completion or suspension of the work, the contractor shall removal all materials, equipment and rubbish, and shall leave the premises in a neat and orderly condition. Such efforts shall include ensuring that both the basin cover itself and the area immediately surrounding the basin is free from any debris to prevent re-entry of such materials into the basins.

TIME OF STARTING AND COMPLETION:

If the contractor shall be delayed in completing the work in Longmeadow by or on account of an act of omission by the town, or as a result of strikes or other causes beyond the control of the contractor, the latter shall be entitled to a reasonable extension of time to be determined by DPW superintendent or their designee. Such request for an extension must be submitted in writing. The DPW is expecting the work to begin in early September, 2013 and to be completed by a date that is agreeable with the Superintendent of Public Works. Equipment breakdown shall not be considered a valid cause for a time extension request. The contractor shall be expected to have available backup equipment.

EXPERIENCE:

Each respondent is required to submit satisfactory evidence as part of their bid proposal demonstrating their experience cleaning catch basins. Accordingly, a list of municipalities where this type of work has been performed during the past two years shall be furnished, including contact persons and phone numbers. Failure to provide catch basin municipal work experience and references demonstrating competence to perform the scope of work required may result in a bid rejection.

EQUIPMENT:

All cleaning machines must be a 1990 model or newer and shall be capable of efficient, reliable operation. All contractors shall be expected to have and make available extension equipment on an as-needed basis in order to properly clean deeper basins.

Actual operation of equipment may need to be witnessed/verified by the DPW Superintendent, upon request, prior to awarding a contract. The equipment owned by the contractor will be indicated on the bid, in the space provided, together with the equipment available by lease.

PREVAILING WAGE:

Prevailing wage rates should be taken into consideration before submitting bids. The vendor receiving the contract award will be expected to follow procedures regarding payment and reporting of prevailing wage. Failure of the awarded contract to pay their employees "prevailing wage rates", which are the minimum wage rates listed on public works projects is a violation of M.G.L. ch.149, sec 27B.

TRAFFIC:

Work is to be accomplished with the least inconvenience to the general public, with regard to traffic safety. The DPW representative will provide general traffic control assistance if needed. Official traffic control provided by the Longmeadow Police (if necessary) will be provided at no additional charge to the contractor.

BASIS FOR PAYMENT:

The contractor will report to the DPW Superintendent the number of catch basins cleaned, street locations and the number of hours worked each day. These reports shall be due at the end of each week during which work has been performed.

PRICING STRUCTURE:

All prices submitted shall apply throughout the term of the contract, and shall be deemed all inclusive (i.e. include fuel costs, equipment fees, travel, mileage, setup, prevailing wage rates, surcharges, etc.) The Town of Longmeadow DPW strictly prohibits the unilateral imposition of all additional surcharges on the Town at any point during the contract period, including fuel surcharges.

<u>Unit Price per Basin</u>: Vendors must submit a bid on a unit price per basin. It shall be understood that this single unit price will apply to <u>all</u> types of basins (e.g. shallow, extra deep, double covered, etc.) cleaned regardless of basin size and content of the basin. Provide only one unit price for catch basin cleaning for the 'Unit Price per Basin' that will be applicable for both the initial contract term and the contract renewal option. The supply of more than one unit price for the 'Unit Price per Basin will result in a bid rejection.

<u>Hourly Prices</u>: Additional bids, on a per hour basis, may also be requested. Such hourly rates may be used for occasional random or emergency cleaning requests covering a small number of basins, or to cover other related cleaning projects, including but not limited to vaults, sediment basins, and dry wells. Hourly pricing does not apply in any

way to the cleaning services of the 900 basins per year to be cleaned as specified in this bid.

CONTINUITY OF WORK:

The primary purpose of the invitation is to cover the usual annual or semi-annual cleaning program in Longmeadow. It is expected that once work has started, the vendor will provide relatively continuous service until completion of the project.

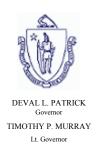
CONTRACT AWARD:

The contract will be awarded to the responsive and responsible bidder that offers the lowest price based on the 'Unit Price per Basin'. In the event of a discrepancy in the interpretation of unit pricing, the unit pricing written in words shall prevail in correcting the discrepancy.

TERM OF CONTRACTS:

The term of the contract award will begin once the Town Manager, the Awarding Authority provides written contract authorization. The contract will be for one year, with renewal option at the sole discretion of the Town for one additional year of service. Any renewal option will be pending the initial specified terms and conditions and unit pricing as submitted on the Contractors bid submission forms.

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

JOANNE F. GOLDSTEIN Secretary HEATHER E. ROWE Director

Awarding Authority:

Town of Longmeadow

Contract Number:

City/Town: LONGMEADOW

Description of Work:

PUBLIC WORKS CATCH BASIN CLEANING (Equipment Use Non-Construction)

Job Location: LONGMEADOW, VARIOUS LOCATIONS

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities 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.
- 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. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during 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 regardless of 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 Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice 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 DAT, 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. 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 directly to the awarding authority 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.

Issue Date: 08/02/2013 **Wage Request Number:** 20130802-034

Classification Rental of Equipment - West	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.45	\$8.91	\$0.00	\$0.00	\$39.36
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.52	\$8.91	\$0.00	\$0.00	\$39.43
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.64	\$9.07	\$0.00	\$0.00	\$39.71
BATCH/CEMENT PLANT - ON SITE	06/01/2013	\$30.64	\$9.70	\$0.00	\$0.00	\$40.34
OPERATING ENGINEERS LOCAL 98	12/01/2013	\$31.54	\$9.70	\$0.00	\$0.00	\$41.24
	06/01/2014	\$32.49	\$9.70	\$0.00	\$0.00	\$42.19
	12/01/2014	\$33.44	\$9.70	\$0.00	\$0.00	\$43.14
	06/01/2015	\$34.44	\$9.70	\$0.00	\$0.00	\$44.14
	12/01/2015	\$35.44	\$9.70	\$0.00	\$0.00	\$45.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/POWER SHOVEL/TREE SHREDDER	06/01/2013	\$31.17	\$9.70	\$0.00	\$0.00	\$40.87
/CLAM SHELLOPERATING ENGINEERS LOCAL 98	12/01/2013	\$32.07	\$9.70	\$0.00	\$0.00	\$41.77
	06/01/2014	\$33.02	\$9.70	\$0.00	\$0.00	\$42.72
	12/01/2014	\$33.97	\$9.70	\$0.00	\$0.00	\$43.67
	06/01/2015	\$34.97	\$9.70	\$0.00	\$0.00	\$44.67
C C C C C C C C C C C C C C C C C C C	12/01/2015	\$35.97	\$9.70	\$0.00	\$0.00	\$45.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS" COMPRESSOR OPERATOR		****		#0.00	#0.00	****
OPERATING ENGINEERS LOCAL 98	06/01/2013	\$30.64	\$9.70	\$0.00	\$0.00	\$40.34
	12/01/2013	\$31.54	\$9.70	\$0.00	\$0.00	\$41.24
	06/01/2014	\$32.49	\$9.70	\$0.00	\$0.00	\$42.19
	12/01/2014	\$33.44	\$9.70	\$0.00	\$0.00	\$43.14
	06/01/2015	\$34.44	\$9.70	\$0.00	\$0.00	\$44.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2015	\$35.44	\$9.70	\$0.00	\$0.00	\$45.14
CRANE/BACKHOE/FRONT-END LOADER OPERATOR	06/01/2013	\$31.17	\$9.70	\$0.00	\$0.00	\$40.87
OPERATING ENGINEERS LOCAL 98	12/01/2013	\$32.07	\$9.70	\$0.00	\$0.00	\$41.77
	06/01/2014	\$33.02	\$9.70	\$0.00	\$0.00	\$42.72
	12/01/2014	\$33.97	\$9.70	\$0.00	\$0.00	\$43.67
	06/01/2015	\$34.97	\$9.70	\$0.00	\$0.00	\$44.67
	12/01/2015	\$35.97	\$9.70	\$0.00	\$0.00	\$45.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2013	\$56.98	\$9.80	\$0.00	\$0.00	\$66.78
S ER ES CAL SO (ESTE S)	08/01/2014	\$59.08	\$9.80	\$0.00	\$0.00	\$68.88
	08/01/2015	\$61.18	\$9.80	\$0.00	\$0.00	\$70.98
DIVER TENDER	08/01/2013	\$56.98	\$9.80	\$0.00	\$0.00	\$66.78
PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2014	\$59.08	\$9.80	\$0.00	\$0.00	\$68.88
	08/01/2015	\$61.18	\$9.80	\$0.00	\$0.00	\$70.98

 Issue Date:
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PERATING ENGINEER		00/01/2015	Φ50.01	Ψ2.70	Ψ0.00	Ψ0.00	ψ10.51
OPERATING ENGINEERS LOCAL 98		12/01/2013	\$31.54	\$9.70	\$0.00	\$0.00	\$41.24
		06/01/2014	\$32.49	\$9.70	\$0.00	\$0.00	\$42.19
		12/01/2014	\$33.44	\$9.70	\$0.00	\$0.00	\$43.14
		06/01/2015	\$34.44	\$9.70	\$0.00	\$0.00	\$44.14
		12/01/2015	\$35.44	\$9.70	\$0.00	\$0.00	\$45.14
	•	NEERS - Local 98 Class 3					
	Tective Date - 06/01/2013		1.1		Supplemental		
Step	<u> </u>	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
1	60	\$18.38	\$9.70	\$0.00	\$0.00	\$28.08	
2	70	\$21.45	\$9.70	\$0.00	\$0.00	\$31.15	
3	80	\$24.51	\$9.70	\$0.00	\$0.00	\$34.21	
4	90	\$27.58	\$9.70	\$0.00	\$0.00	\$37.28	
Eff o	rective Date - 12/01/2013 p percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	60	\$18.92	\$9.70	\$0.00	\$0.00	\$28.62	
2	70	\$22.08	\$9.70	\$0.00	\$0.00	\$31.78	
3	80	\$25.23	\$9.70	\$0.00	\$0.00	\$34.93	
4	90	\$28.39	\$9.70	\$0.00	\$0.00	\$38.09	
Not	tes: Steps 1-2 are 1000 hrs.; Ste	ps 3-4 are 2000 hrs.					
Ap	prentice to Journeyworker Rat	io:1:6					
AGGER & SIGN	ALER (HEAVY & HIGHWAY)	06/01/2013	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
BORERS - ZONE 3 (HI	EAVY & HIGHWAY)	12/01/2013	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
		06/01/2014		\$7.10	\$0.00	\$0.00	\$27.60
		12/01/2014		\$7.10	\$0.00	\$0.00	\$27.60
		06/01/2015		\$7.10	\$0.00	\$0.00	\$27.60
		12/01/2015		\$7.10	\$0.00	\$0.00	\$27.60
		06/01/2016	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
		12/01/2016	\$20.50	\$7.10	\$0.00	\$0.00	\$27.60
	see "Apprentice- LABORER (Heavy and	Highway)					
RK LIFT/CHERI		06/01/2013	\$30.86	\$9.70	\$0.00	\$0.00	\$40.56
WEST OPERATIN	IG ENGINEERS LOCAL 98	12/01/2013	\$31.76	\$9.70	\$0.00	\$0.00	\$41.46
		06/01/2014	\$32.71	\$9.70	\$0.00	\$0.00	\$42.41
		12/01/2014	\$33.66	\$9.70	\$0.00	\$0.00	\$43.36
		06/01/2015	\$34.66	\$9.70	\$0.00	\$0.00	\$44.36

Effective Date

06/01/2013

Base Wage

\$30.64

Health

\$9.70

Pension

\$0.00

Classification

FIREMAN

Supplemental

\$0.00

Unemployment

Total Rate

\$40.34

Issue Date: 08/02/2013 **Wage Request Number:** 20130802-034 **Page 3 of 7**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATORS/LIGHTING PLANTS	06/01/2013	\$27.41	\$9.70	\$0.00	\$0.00	\$37.11
OPERATING ENGINEERS LOCAL 98	12/01/2013	\$28.31	\$9.70	\$0.00	\$0.00	\$38.01
	06/01/2014	\$29.26	\$9.70	\$0.00	\$0.00	\$38.96
	12/01/2014	\$30.21	\$9.70	\$0.00	\$0.00	\$39.91
	06/01/2015	\$31.21	\$9.70	\$0.00	\$0.00	\$40.91
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2015	\$32.21	\$9.70	\$0.00	\$0.00	\$41.91
GRADER/TRENCHING MACHINE/DERRICK	06/01/2013	\$31.17	\$9.70	\$0.00	\$0.00	\$40.87
OPERATING ENGINEERS LOCAL 98	12/01/2013	\$32.07	\$9.70	\$0.00	\$0.00	\$41.77
	06/01/2014	\$33.02	\$9.70	\$0.00	\$0.00	\$42.72
	12/01/2014	\$33.97	\$9.70	\$0.00	\$0.00	\$43.67
	06/01/2015	\$34.97	\$9.70	\$0.00	\$0.00	\$44.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2015	\$35.97	\$9.70	\$0.00	\$0.00	\$45.67
LABORER	06/03/2013	\$27.40	\$7.10	\$0.00	\$0.00	\$34.50
LABORERS - ZONE 3 (BUILDING & SITE)	12/02/2013	\$28.04	\$7.10	\$0.00	\$0.00	\$35.14
	06/02/2014	\$28.70	\$7.10	\$0.00	\$0.00	\$35.80
	12/01/2014	\$29.36	\$7.10	\$0.00	\$0.00	\$36.46
	06/01/2015	\$30.05	\$7.10	\$0.00	\$0.00	\$37.15
	12/07/2015	\$30.73	\$7.10	\$0.00	\$0.00	\$37.83
	06/06/2016	\$31.42	\$7.10	\$0.00	\$0.00	\$38.52
	12/05/2016	\$32.10	\$7.10	\$0.00	\$0.00	\$39.20

Apprentice -	LABORER -	Zone 3	Building &	Site
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Effect	ive Date -	06/03/2013				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	60		\$16.44	\$7.10	\$0.00	\$0.00	\$23.54
2	70		\$19.18	\$7.10	\$0.00	\$0.00	\$26.28
3	80		\$21.92	\$7.10	\$0.00	\$0.00	\$29.02
4	90		\$24.66	\$7.10	\$0.00	\$0.00	\$31.76
Effect	ive Date -	12/02/2013				Supplemental	
Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	60		\$16.82	\$7.10	\$0.00	\$0.00	\$23.92
2	70		\$19.63	\$7.10	\$0.00	\$0.00	\$26.73
3	80		\$22.43	\$7.10	\$0.00	\$0.00	\$29.53
4	90		\$25.24	\$7.10	\$0.00	\$0.00	\$32.34
Notes:							

Apprentice to Journeyworker Ratio:1:5

ADODEDG ZON	E 2 (TTE (T	77 0 IIICIIII	***	00/01/2015	Ψ20.77	Ψ7.10	Ψ0.00	4	Ψ5 1.07
ABORERS - ZON	E 3 (HEAV	ı & HIGHWA	1)	12/01/2013	3 \$27.49	\$7.10	\$0.00	\$0.00	\$34.59
				06/01/2014	\$27.99	\$7.10	\$0.00	\$0.00	\$35.09
				12/01/2014	\$28.49	\$7.10	\$0.00	\$0.00	\$35.59
				06/01/2015	\$28.99	\$7.10	\$0.00	\$0.00	\$36.09
				12/01/2015	\$29.49	\$7.10	\$0.00	\$0.00	\$36.59
				06/01/2016	5 \$29.99	\$7.10	\$0.00	\$0.00	\$37.09
				12/01/2016	\$30.74	\$7.10	\$0.00	\$0.00	\$37.84
	Annre	ntice - LA	BORER (Heavy & Highwa	v) - Zone 3					
		ive Date -	06/01/2013	,,			Supplemental		
	Step	percent		Apprentice Base Wage	Health	Pension	Unemployment	Total Rate	
	1	60		\$16.19	\$7.10	\$0.00	\$0.00	\$23.29	
	2	70		\$18.89	\$7.10	\$0.00	\$0.00	\$25.99	
	3	80		\$21.59	\$7.10	\$0.00	\$0.00	\$28.69	
	4	90		\$24.29	\$7.10	\$0.00	\$0.00	\$31.39	
	Effort	ive Date -	12/01/2013						
	Step	percent	12/01/2015	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
	1	60		\$16.49	\$7.10	\$0.00	\$0.00	\$23.59	
	2	70		\$19.24	\$7.10	\$0.00	\$0.00	\$26.34	
	3	80		\$21.99	\$7.10	\$0.00	\$0.00	\$29.09	
	4	90		\$24.74	\$7.10	\$0.00	\$0.00	\$31.84	
	Notes:	 :							
	Appre	entice to Jou	urneyworker Ratio:1:5						
ECHANIC/V	VELDEI	R/BOOM T	RUCK	06/01/2013	3 \$30.64	\$9.70	\$0.00	\$0.00	\$40.34
ERATING ENG	INEERS L	OCAL 98		12/01/2013		\$9.70	\$0.00	\$0.00	\$41.24
				06/01/2014			\$0.00	\$0.00	\$42.19
				12/01/2014		\$9.70	\$0.00	\$0.00	\$43.14
				06/01/2015		\$9.70	\$0.00	\$0.00	\$44.14
				12/01/2015		\$9.70	\$0.00	\$0.00	\$45.14
For apprentice	e rates see	"Apprentice- C	PERATING ENGINEERS"	12, 01, 2010	220	42.,0			
LER				06/01/2013	3 \$26.33	\$9.70	\$0.00	\$0.00	\$36.03
ERATING ENG	INEERS L	OCAL 98		12/01/2013	3 \$27.23	\$9.70	\$0.00	\$0.00	\$36.93
				06/01/2014	\$28.18	\$9.70	\$0.00	\$0.00	\$37.88
				12/01/2014		\$9.70	\$0.00	\$0.00	\$38.83
				06/01/2015		\$9.70	\$0.00	\$0.00	\$39.83
				12/01/2015		\$9.70	\$0.00	\$0.00	\$40.83
				12/01/2015	ν Φυ1.1.ν	Ψ2.10	Ψ0.00	Ψ0.00	

Effective Date

06/01/2013

Base Wage

\$26.99

Health

\$7.10

Pension

\$0.00

Classification

LABORER (HEAVY & HIGHWAY)

Supplemental

\$0.00

Unemployment

Total Rate

\$34.09

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS VI OPERATING ENGINEERS LOCAL 98	06/01/2013	\$24.35	\$9.70	\$0.00	\$0.00	\$34.05
OFERATING ENGINEERS LOCAL 90	12/01/2013	\$25.25	\$9.70	\$0.00	\$0.00	\$34.95
	06/01/2014	\$26.20	\$9.70	\$0.00	\$0.00	\$35.90
	12/01/2014	\$27.15	\$9.70	\$0.00	\$0.00	\$36.85
	06/01/2015	\$28.15	\$9.70	\$0.00	\$0.00	\$37.85
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2015	\$29.15	\$9.70	\$0.00	\$0.00	\$38.85
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$0.00	\$0.00	\$39.35
PUMP OPERATOR (CONCRETE)	06/01/2013	\$31.17	\$9.70	\$0.00	\$0.00	\$40.87
OPERATING ENGINEERS LOCAL 98	12/01/2013	\$32.07	\$9.70	\$0.00	\$0.00	\$41.77
	06/01/2014	\$33.02	\$9.70	\$0.00	\$0.00	\$42.72
	12/01/2014	\$33.97	\$9.70	\$0.00	\$0.00	\$43.67
	06/01/2015	\$34.97	\$9.70	\$0.00	\$0.00	\$44.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2015	\$35.97	\$9.70	\$0.00	\$0.00	\$45.67
PUMP OPERATOR (DEWATERING, OTHER)	06/01/2013	\$30.64	\$9.70	\$0.00	\$0.00	\$40.34
OPERATING ENGINEERS LOCAL 98	12/01/2013	\$31.54	\$9.70	\$0.00	\$0.00	\$41.24
	06/01/2014	\$32.49	\$9.70	\$0.00	\$0.00	\$42.19
	12/01/2014	\$33.44	\$9.70	\$0.00	\$0.00	\$43.14
	06/01/2015	\$34.44	\$9.70	\$0.00	\$0.00	\$44.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2015	\$35.44	\$9.70	\$0.00	\$0.00	\$45.14
ROLLER OPERATOR	06/01/2013	\$30.03	\$9.70	\$0.00	\$0.00	\$39.73
OPERATING ENGINEERS LOCAL 98	12/01/2013	\$30.93	\$9.70	\$0.00	\$0.00	\$40.63
	06/01/2014	\$31.88	\$9.70	\$0.00	\$0.00	\$41.58
	12/01/2014	\$32.83	\$9.70	\$0.00	\$0.00	\$42.53
	06/01/2015	\$33.83	\$9.70	\$0.00	\$0.00	\$43.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2015	\$34.83	\$9.70	\$0.00	\$0.00	\$44.53
SCRAPER	06/01/2013	\$30.64	\$9.70	\$0.00	\$0.00	\$40.34
OPERATING ENGINEERS LOCAL 98	12/01/2013	\$31.54	\$9.70	\$0.00	\$0.00	\$41.24
	06/01/2014	\$32.49	\$9.70	\$0.00	\$0.00	\$42.19
	12/01/2014	\$33.44	\$9.70	\$0.00	\$0.00	\$43.14
	06/01/2015	\$33.44	\$9.70	\$0.00	\$0.00	\$44.14
	12/01/2015	\$35.44	\$9.70	\$0.00	\$0.00	\$45.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM OPERATING ENGINEERS LOCAL 98	06/01/2013	\$27.41	\$9.70	\$0.00	\$0.00	\$37.11
A DISTRICT DISTRIBUTED DO GILL 70	12/01/2013	\$28.31	\$9.70	\$0.00	\$0.00	\$38.01
	06/01/2014	\$29.26	\$9.70	\$0.00	\$0.00	\$38.96
	12/01/2014	\$30.21	\$9.70	\$0.00	\$0.00	\$39.91
	06/01/2015	\$31.21	\$9.70	\$0.00	\$0.00	\$40.91
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2015	\$32.21	\$9.70	\$0.00	\$0.00	\$41.91
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.74	\$8.91	\$0.00	\$0.00	\$39.65

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$31.03	\$8.91	\$0.00	\$0.00	\$39.94
TRACTORS	06/01/2013	\$30.03	\$9.70	\$0.00	\$0.00	\$39.73
OPERATING ENGINEERS LOCAL 98	12/01/2013	\$30.93	\$9.70	\$0.00	\$0.00	\$40.63
	06/01/2014	\$31.88	\$9.70	\$0.00	\$0.00	\$41.58
	12/01/2014	\$32.83	\$9.70	\$0.00	\$0.00	\$42.53
	06/01/2015	\$33.83	\$9.70	\$0.00	\$0.00	\$43.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2015	\$34.83	\$9.70	\$0.00	\$0.00	\$44.53
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$31.32	\$8.91	\$0.00	\$0.00	\$40.23
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55
This classification applies only to the trimming of branches on and around utility lines.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52
This classification applies only to the trimming of branches on and around utility lines.						
VAC-HAUL/CATCH BASIN CLEANING TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.74	\$8.91	\$0.00	\$0.00	\$39.65

Additional Apprentice Information:

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

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

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

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

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SAMPLE CONTRACT TERMS AND CONDITIONS: <u>AGREEMENT</u>

The following provisions shall constitute an Agreement between the Town of Longmeadow, acting by and through its Town Manager and/or Select Board, hereinafter referred to as "Town", and VENDOR with an address of __hereinafter referred to as "Contractor", effective as of the _____day of August, 2013. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work in accordance with the specifications contained in Attachment A - Scope of Services: <u>Town of Longmeadow, Invitation for Bid (IFB): Catch Basin</u> Cleaning.

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required on or before ______. The contract will be for one year, with renewal option at the sole discretion of the Town for one additional year of service. Any renewal option will be pending the initial specified terms and conditions and unit pricing as submitted on the Contractors bid submission forms.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, on the basis of the following unit pricing: _______. The contractor shall commence and perform work as instructed and pre-authorized by the Town. Compensation shall be in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment B, the price proposal.

ARTICLE 4; CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

- 1. This Agreement.
- 2. Amendments, or other changes mutually agreed upon between the parties.
- 3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten 10) days written notice for the reasons outlined as follows:

- 1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
- 2. Violation of any of the provisions of this Agreement by the Contractor.
- 3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds,
- or criminal activity with any funds provided by this Agreement.
- 4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Longmeadow, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Longmeadow for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability: \$1,000,000 per occurrence Property Damage Liability \$1,000,000 per occurrence (or combined single limit) \$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability: \$1,000,000 per occurrence Property Damage Liability \$1,000,000 per occurrence (or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws. Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 12: PREVAILING WAGE RATES

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes. The schedules of prevailing wage rates are included in the Contract Documents.

ARTICLE 13: SAFETY AND PROTECTION

Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. The contractor shall at all times safely guard and protect their own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon the completion of the work.

The Contractor shall comply with all applicable OSHA, State and municipal regulations and requirements for services and facilities in the performance of all requirements of this contract. OSHA safety requirements and training certification shall be adhered to for all personnel working on Town property.

ARTICLE 14: PROGRESS PAYMENTS

Applications for Payment shall be processed in accordance with the General Conditions and in accordance with Massachusetts General Law. The Town shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction. All progress payments will be measured by the schedule of values as specified in the General Conditions. The Town shall retain from progress payments five (5) percent of the value of Work completed.

ARTICLE 15: CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- CONTRACTOR is aware of the general nature of Work to be performed by Town and others at the Site that relates to the Work as indicated in the Contract Documents.
- CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- CONTRACTOR has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Town is acceptable to CONTRACTOR.
- D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

BID SUBMISSION FORMS IFB: CATCH BASIN CLEANING TOWN OF LONGMEADOW, MA

BIDDER NAME:			-
BASE BID: Bid price per Catch Basin t Labor (prevailing wage), m debris of up to 900 catch ba included in the bid price pe UNIT PRICE PER BASI	aterial and equipasins. Any addit r catch basin.	tional expenses sl	hould be considered and
(Unit price per basi			
	bids, on a per higency cleaning ing projects, incords pricing doe catch basin clean	nour basis may also requests covering cluding but not ling s not apply to the	so be requested. Such hourly a small number of basins, or mited to vaults, sediment the cleaning requirements
(Hourly rate, writte	n in words)		
REFERENCES: Work experience, performance, eq into consideration in awarding the experience and references demonstresult in a bid rejection by the Tow WORK EXPERIENCE: It completed in the past 2 years.	contract. Failur trating competer on. Provide information	re to provide catch nce to perform the	h basin municipal work
Municipality Name		Contact	Phone Number
			PG 1 of 3- BID FORMS

BID SUBMISSION FORMS IFB: CATCH BASIN CLEANING TOWN OF LONGMEADOW, MA

EQUIPMENT LIST: Provide a list of all cleaning machines owned by the contractor that would be utilized in the project including extension equipment. Indicate if any equipment will be leased (equipment leased would be at no additional charge to the Town).

Equipment Description:	
AVAILABILITY: The goal start date will be in early September, 2013 started, the vendor will provide relatively continuou project. Additional work throughout the year will be availability to start the job.	s service until the completion of the
ADDENDA: The bidder acknowledges receipt of the fo	ollowing addenda,,
COMPANY INFORMATION:	
Company Name:	
Contact/Title:	
Address:	
Telephone:	
Fax:	
Email:	
Soc Sec/Federal ID No:	PG 2- BID FORMS

BID SUBMISSION FORMS IFB: CATCH BASIN CLEANING TOWN OF LONGMEADOW, MA

CERTIFICATE OF NON-COLLUSION

"The undersigned certifies under the 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 work "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. (Signature of person signing bid or proposal) (Name of Business) CERTIFICATE OF TAX COMPLIANCE Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,______, authorize signatory for______ (Name of Contractor) do hereby certify under the pains and penalties or perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes. Contractor (Signature of Authorized Representative) (Title) (Date)

PG 3- BID FORMS