PUBLIC WORKS SERVICES

Contract #16-5

STREET SWEEPING

FOR THE

TOWN OF HAMILTON

APRIL 2016

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TOWN OF HAMILTON

INVITATION TO BIDDERS

The Town of Hamilton will receive sealed bids for Street Sweeping. Prevailing Wage Laws apply to this bid.

The Contract period will run from April 15, 2016 through April 14, 2017, plus two possible 1-year extensions at the discretion of the TOWN.

Bids shall be submitted to the Town Clerk's Office of the Town of Hamilton, Town Hall, 577 Bay Road Hamilton, MA 01982 and shall be clearly marked "Bid #16-5 Street Sweeping". Bids will be received until 2:00 PM on Thursday, April 14, 2016 at which time they will be publicly opened and read in the Office of the Board of Selectmen. All bids must be submitted in the format provided in the bid package.

Solicitations, amendments, clarifications, changes or updates will be posted to the TOWN's webpage www.hamiltonma.gov. It is the responsibility of prospective proposers and or bidders to check the Town of Hamilton's website for new information any addenda or modifications to any solicitation.

In the case where the bid opening location shall be shut down for any reason, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open.

A bid deposit in the amount of 5% of the total amount of the bid shall be furnished with the bid in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or in a form of a bid bond executed by a surety company authorized to do business in the Commonwealth of Massachusetts, made payable to the Town of Hamilton. A 100% performance bond will be required as part of the bid. Specifications and bid forms may be obtained at the Hamilton Department of Public Works Office located at 577 Bay Road, Hamilton, MA 01982, during regular business hours.

The Town of Hamilton reserves the right to accept or reject any and all bids, or any portion of any bid, deemed to be in the best interest of the Town.

TERMINOLOGY

The following terms, references and conventions have the meaning indicated.

Terms in Use	General Meaning
TOWN	Town of Hamilton
Director of Public Works	The TOWN's Authorized Representative or his/her designee
Engineer	The Municipality's manager of the work performed under the Contract
Superintendent	The Municipality's manager of the work performed under the Contract
DPW	The Municipality's department responsible for directing the work performed under the Contract
Low Bidder(s)	The Lowest Responsive and Responsible Bidder with whom a Contract has or may be executed
Successful Bidder(s)	The Lowest Responsive and Responsible Bidder with whom a Contract has or may be executed
Contractor(s)	The Lowest Responsive and Responsible Bidder with whom a Contract has or may be executed
Bid Sheet(s)/Form(s)	Bid Form(s)
Proposal Sheet(s)/Forms(s)	Bid Price Form(s)

GENERAL INFORMATION

1. INTRODUCTION

a. The Town of Hamilton, herein referred to as "TOWN" is administering this bidding process.

b. The TOWN will identify low bidders for each bid item.

2. QUANTITIES

a. This IFB employs estimated quantities that may or may not be purchased during the contract term. The TOWN reserves the right to exceed or not meet the estimated quantities as its needs dictate. Estimated quantities will be used for comparison of bids, determining the Low Bidder and establishing the Bid Bond/Deposit Labor and Materials and Performance Bond amounts.

3. PRE-BID CONFERENCE

a. No pre-bid conference will be held for this IFB.

4. BIDDER ELIGIBILITY

a. Bidder must comply with all requirements of this Invitation for Bids (IFB) in order to be considered eligible for award.

b. The TOWN reserves the right to accept or reject any and all bids or portions thereof, to waive any informality in bidding, and to recommend awards as appears in the best interest of the TOWN.

5. AWARD

a. The contract will be awarded to the most responsible bid and that bid which represents and is the best interest of the Town to award.

b. Award recommendations will be based on the prices enclosed in bold borders as indicated on the Bid Price Forms. Bid Price Form arithmetic is apparent.

6. CONTRACTS

a. Contracts resulting from this IFB will be made by and between the Low Bidders and the TOWN. The form of Contract is attached.

b. Initial Contracts shall be for the period from the date of contract execution through April 14, 2017.

c. The TOWN may at its exclusive option and at their sole discretion, extend the resulting Contract for up to two (2) additional (1) calendar year periods at the unit prices bid. Extensions will be for the following time periods only: April 15, 2017 — April 14, 2018 and April 15, 2018 — April 14, 2019. Extensions are subject to the availability of funds appropriated to perform the contracted work and do not constitute a commitment by the TOWN to engage Contractors' services on the basis of stated estimated quantities.

d. All general requirements and terms and conditions contained in the "General Information" section of this IFB shall become part of and contained in any resulting Contract, except that terms, conditions and requirements peculiar to specifications for named types of work shall supersede.

e. Low Bidders are required to certify at the time of contract execution, using the form included in the Bid Certification Section, that they have met all Massachusetts tax obligations of eligibility.

f. This IFB document and all included forms and requirements will be incorporated into all resulting contracts.

7. APPLICABLE LAWS AND CERTIFICATIONS

a. Municipal governments are exempt from Massachusetts sales tax and U.S. excise tax.

b. Bids for Street Sweeping are subject to M.G.L. c.30B. Massachusetts Prevailing Wage laws apply and are attached with this IFB.

c. Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Hamilton.

d. Low Bidders must provide proof of possession in good standing of all applicable licenses and must obtain prior to performing contract work, all permits required by the Towns in which the work is performed unless waived by the appropriate issuing authority.

e. OSHA certification required.

f. Contractors shall be required to comply with all applicable Massachusetts General Law Chapter M.G.L. c. 149, §§26-27, and all other applicable Massachusetts General Laws.

g. The Contractor shall not discriminate with regard to the personnel employed on this project on the basis of race, color, creed, national origin, gender, sexual preference, handicap or age.

8. FORM OF BID

a. Bids **must** be submitted in a sealed envelope and received prior to 2:00 P.M. on **Thursday, April 14, 2016** to:

Town of Hamilton
c/o Hamilton Town Clerk's Office
577 Bay Road
Hamilton, MA 01982

b. All Bid envelopes must be clearly marked as follows:

TOWN BID #16-5 STREET SWEEPING
<Insert BID ITEM #'s as noted on enclosed Bid Price Form)>
April 14, 2016
SUBMITTED BY: *<Insert Bidders Name>*

c. Bids must be submitted on the accompanying applicable **Bid Price Form**. Bids must be marked with a unit price, subtotal and total price for the items. **Failure to fill out all sub-items will result in the rejection of the bid for that item.**

d. Bids must be signed and dated by an authorized representative of the Bidder and accompanied by proof of authorization (e.g. certificate of corporate vote, corporate seal, etc.) when representing a business entity other than a sole proprietorship.

e. Bid envelopes must contain the following documents:

1. A signed and dated General Bid Form attached to the Bid Price Form.
2. An acceptable form of Bid Bond.
3. A signed and dated Bid Certification form.
4. A list of References numbering not less than three (3) Massachusetts municipalities with specific, complete, current and accurate contact information.
5. State Tax Certification Clause and Certificate of Non-Collusion Form

f. **Bids which are incomplete, not properly endorsed, signed or otherwise contrary to these instructions may be rejected as informal by the DPW Director and or his representative. CONDITIONAL BIDS WILL NOT BE ACCEPTED.**

g. Prices as Bid shall remain firm: a) for the term of the initial Contract and any subsequent extensions; and b) for all work in the categories bid regardless of the TOWNs work quantities.

h. Bids shall remain valid and in effect for a period of sixty (60) days beyond (1) the initial date of opening and 2) the end of the specified contract periods to allow sufficient time for action by the TOWN.

i. Low Bidders shall process and deliver the required Contract documents within seven (7) calendar days of receipt of notification by the TOWN of their "Intention to Award a Contract".

9. **BONDS**

a. Bid documents must be accompanied by a Bid Bond or a certified/bank check in the amount of 5% of the estimated value of the work bid upon by a single contractor. ("Estimated value" equals the sum of all work bid on the basis of estimated quantities.) Bid Bonds must remain in effect for a period of not less than 60 days after the bid opening and will be returned to all unsuccessful bidders upon execution of a letter committing them to contract with The TOWN based on the need and timing as determined by The TOWN.

b. Contract documents must include a Performance Bond for 100% of the estimated value of the contract value.

10. **INSURANCE AND INDEMNIFICATION**

a. Low Bidders shall be required to provide Insurance Certificates as part of the Contract documents demonstrating that the following forms and limits are in effect during the term of the Contract.

b. **CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect them from claims under workmen's compensation acts and other employee benefit acts, for claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by themselves or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is greater.

i. Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars ($1,000,000.00) and a general aggregate limit of liability no less than Three Million Dollars ($3,000,000.00); and a Products/Completed Operations (as may be required) Aggregate limit no less than Three Million Dollars ($3,000,000.00) for all injury and damages to or destruction of property during the policy period.

ii. Automobile Liability and Property Damage Insurance

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars ($1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor.

iii. Workers' Compensation Insurance
The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

iv. Umbrella Liability Insurance
The Contractor shall carry an Umbrella Liability Insurance policy following the same form as the underlying General Liability, Automobile Liability and Employer's Liability policies, with a minimum limit of Two Million Dollars ($2,000,000).

c. The TOWN shall be named as Additional Insured on Contractor's General Liability, Automobile Liability and Umbrella Liability policies and shall be provide with copies of actual policies upon request.

d. All insurance coverage shall be in force from the time of execution of the Agreement to the date when all work under the contract is completed and accepted by the TOWN. Contractors shall notify the TOWN should coverage become unavailable or if its policy should change.

e. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance, whether by the insurers of by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least 15 days prior to the intended effective date thereof, which date should be expressed in said notice.

f. Contractors shall indemnify, defend, and save harmless the TOWN, and all of its officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of Contractors in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this contract, whether by himself or his employees or subcontractors.

GENERAL TERMS AND CONDITIONS

1. **NORMAL HOURS OF WORK**
   - **a.** Normal Hours of Works shall be between the hours of 7:00 AM and 3:30 PM Monday through Friday, unless otherwise specified. Work shall not be performed on Saturdays, Sundays, Holidays or other than during Normal Hours of Work without express authorization from the TOWN as identified in the Contract documents.

2. **SCHEDULES AND DEADLINES**
   - **a.** Start and Finish Work: Contractors shall be available to begin work at locations designated by the Town no later than five (5) business days from the date of execution of a Contract or on a schedule approved by the TOWN. Once work has been started, Contractors shall remain on the job until all scheduled work is completed to the satisfaction of The TOWN.
   - **b.** Presence Known to Municipality: All work must be scheduled in advance and performed with the knowledge and consent of the Municipality. Contractors may not perform work within The TOWN absent such knowledge and consent.
   - **c.** Timeliness and Approved Delays: Time shall be of the essence regarding performance of each and every portion of the contracted work. Work schedules approved by the Municipality shall be binding upon the Contractor except for reasonable delays due to weather, failure of the Municipality in the timely performance of any of its prerequisite obligations, or site-related circumstances beyond the control of the Contractor. Extensions of time resulting from such delays are subject to approval by the Municipality and may not be unreasonably withheld.
   - **d.** Request for Service, Response, Failure to Respond: The Municipality may issue a formal written "Request for Service", calling for performance of the contracted work pursuant to a stated schedule, or for the establishing of a work schedule. Such "Request for Service", may be conveyed by e-mail, telephone, FAX, courier, or U.S. Postal Service. Contractors shall respond to the Municipality within Twenty-four (24) hours through an employee authorized to commit the Contractor. Failure to meet these obligations may subject Contractors to penalties of an assignment in the amount of $250 per day of non-compliance beyond a period of 24 hours after receipt of a written warning. Continued non-compliance may subject Contractors to loss of the contract and liability for the costs incurred by the TOWN.
   - **e.** Failure To Appear for Scheduled Work: In addition to the penalties noted in Section 3 of the General Terms and Conditions, Contractors that fail to appear for or cancel scheduled work to which police, or public works personnel are assigned on an additional pay basis, will be subject to contract back charges for costs incurred at the discretion of the TOWN. Such changes may include preparation by others that are required to be repeated.

3. **LEGAL DAMAGES**
   - **a.** If Contractors neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereby granted by The TOWN, then Contractors hereby agree, as part consideration for the awarding of this Contract, to pay to the TOWN the amount of $250 per day, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for complete the work.
   - **b.** The said amount is fixed and agreed upon by and between Contractors and The TOWN because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages The TOWN would in such event sustain, and said amount is agreed to be the amount of damages which The TOWN would in such event sustain, and said amount is agreed to be the amount of damages which The TOWN would sustain and said amount shall be retained from time to time by The TOWN from current periodical estimates.

4. **TERMINATION FOR CAUSE**

a. This Contract may be terminated for cause due to unsatisfactory performance, after written warning and an opportunity for Contractors to correct the subject performance; or due to the absence of a municipal appropriation for the type of work for which the contract is made. Contractors will hold the Town harmless from all damages as a result of funding constraints. Municipal parties shall make a reasonable good faith effort to obtain sufficient additional appropriations to pay for work authorized and performed in excess of appropriations.

5. **INVOICING & PAYMENT**

a. Payment for services will be made upon final satisfactorily completion of work assigned.

b. Pricing shall be based on unit prices as bid.

c. Invoices shall clearly indicate quantities, hours, location, prices and other applicable measures that can be verified by The TOWN on the basis of service or delivery slips provided at the time work was performed.

6. **MISCELLANEOUS**

a. Terms, conditions and requirements particular to specifications for named types of work shall supersede those contained in the "GENERAL INFORMATION" section of this IFB.

b. Contractors must make a diligent effort to coordinate scheduled work among The TOWN.

c. Contractors shall complete all work of a continuous nature scheduled and called for by the TOWN prior to leaving the worksite or the municipality unless so authorized by the TOWN.

d. Where a conflict in requirements is apparent between Section A: General Terms and Conditions and the Section B: Specifications, the Specifications shall control.

e. **The IFB and addendums, amendments, etc.** will be on-line at the TOWN's website www.hamiltonma.gov, you must register for each proposal you are interested in. Solicitations, amendments, clarifications, changes or updates will be posted to this webpage. It is the responsibility of prospective proposers and or bidders to check the Town of Hamilton's website for new information any addenda or modifications to any solicitation.

f. It is the responsibility of the prospective bidder to keep current the email address of the bidder's contact person and to monitor that email inbox for communications from the Town of Hamilton, including requests for clarification. The Town assumes no responsibility if a prospective bidder's designated email address is not current, or if technical problems, including those with the prospective bidder's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder to be lost or rejected by any means including email or spam filtering.

g. The Town of Hamilton accepts no responsibility and will provide no accommodation to Bidders who submit a response and or bid based on an out-of-date solicitation or on information received from a source other than the Town of Hamilton.

h. In the case where the bid opening location shall be shut down as the result of an emergency, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open.

GENERAL BID FORM

TOWN OF HAMILTON

Use this form as a cover sheet attached to all Bid Price Forms submitted.

Company Name: _____

Business Address: _____

Telephone: _____ Fax: _____ e-mail: _____

Contact Person: _____

Submits the attached Bid Price Form for the following bid item numbers:

_____

to the TOWN OF HAMILTON on the authority of the undersigned and as dated below. The Bidder confirms and pledges to abide by and be held to the requirements of this IFB and its resulting Contract(s), and further, to diligently and promptly perform any tasks and deliver any documents required, and to execute a Contract with any TOWN.

This Bid includes Addenda number(s):_____.
(Bidder must acknowledge only Addenda that apply to the bid items bid upon.)
Authorized agent of the Bidder (if a corporation, attach certificate of vote to apply corporate seal).

_____
Name

_____
Title

_____
Date

BID PRICE FORM

Company: _____ Initials: _____

Item No.	Description	Est. Quantity	Unit Price	Sub-Total
1.	**Street Sweeping** Curb Miles	100 Miles	/mi	$
2.	Hourly Rate	____Hours	/hr	$
3.	**Spring Cleanup of Town Lots** Public Safety Building, Town Hall, Lot on Railroad Avenue, Lot across from Senior Center Building (at tennis courts)	Lump Sum	/ls	$
4.	**Spring Cleanup of School Lots** Cutler School, Winthrop School, Hamilton Wenham High School, Miles River Middle School	Lump Sum	/ls	$

TOTAL: $_____

BID CERTIFICATIONS

The undersigned assures that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work; that he has informed himself fully in regard to the specifications and forms attached. Also, he has made his own examinations and estimates and from them makes this proposal.

The undersigned understands that the TOWN herein addressed reserves the right to waive any formalities in, to reject any and all bids or any part thereof, and/or accept any bid or part thereof, or to select a bidder whose bid is not the lowest, which it considers to be in the best interests of the TOWN.

As required under Chapters 2133 and 701 of the Mass. Acts and Resolves of 1983, all bidders must certify to the following by signing this page in the space indicated below:

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

b. "Pursuant to M.G.L. Chapter 62C, section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law."

c. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to Chapter 30, Section 39M of the Massachusetts General Laws.

d. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of Chapter 29, Section 29F of the General Laws, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated hereunder.

Social Security Number or Federal I.D. Number of Bidder: _____

DATE: _____

COMPANY NAME: _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

_____

NAME & TITLE OF PERSON AUTHORIZED TO SIGN THIS FORM

_____

Authorized Signature

Failure to submit this sheet properly signed may be reason to reject the bid.

RECORD OF CONTRACTOR'S PERFORMANCE

The Bidder shall list at least 3 Massachusetts Municipalities including contact information where the Bidder has provided similar municipal sweeping services.

Job Description	Location	Reference

STREET SWEEPING

1. DEFINITIONS

The term debris, as used in these specifications, shall mean all material normally picked up by a mechanical sweeper such as sand, salt, glass, paper, cans etc. It shall not include large items that would cause damage to the equipment such as tree limbs, wood, cable, large stones etc.

The term, street, shall mean the paved area between the normal curb lines of a roadway whether or not there is an actual curb. It includes all debris swept from sidewalks and other adjacent areas such as driveway aprons, and debris along the centerline of the roadway. This debris is to be removed by the contractor at no additional compensation. This work will be included in the unit bid curb mile price for spring clean up.

2. SCOPE OF WORK

- **a.** The contractor will sweep all streets owned and maintained by the respective Towns along with all municipal building parking lots, cemeteries, school grounds etc. as listed by each community under Section V on or before May 15th for each contract year. The contractor shall be required to sweep streets at other times as directed by the Director of Public Works.
- **b.** Failure to meet this schedule may result in a penalty of $250.00 per day after that time until completion.
- **c.** When required by the respective Directors of Public Works, the contractor will be required to supply a sweeper within 48 hours, except in the case of emergencies when a sweeper will be supplied within 24 hours. In emergency situations, the contractor will be paid a minimum rate of four (4) hours for all emergency or regular schedules.
- **d.** The contractor will not be required to re-sweep areas blocked by parked cars or areas where debris has washed back onto the roadway without additional compensation.
- **e.** The Town will supply dump trucks into which the sweeper will dump debris swept up.

3. EQUIPMENT

- **a.** Sweepers must be capable of dumping directly into the dump trucks supplied by the Towns.
- **b.** Sweepers must be equipped with an efficient water spray system for dust control.
- **c.** All equipment must be six (6) years of age or less and will be inspected prior to award of contract. Equipment must be in good operating condition, and so maintained for the duration of the contract. The contractor shall maintain a sufficient supply of spare brooms and parts in order to insure a continuous operation. Excessive "downtime" will result in the cancellation of the contract
- **d.** A minimum of at least (3) three sweepers must be properly registered (twelve months per year), inspected and insured in accordance with the Motor Vehicle Laws of the Commonwealth of Massachusetts and available to be assigned (1) one to each Town.

4. ESTIMATED CURB MILES FOR ANNUAL SPRING CLEANUP

COMMUNITIES INVOLVED: Hamilton

TOWN Estimate 100 miles

The estimated curb miles set forth by the Political Subdivisions are indicated above. It is understood and agreed that the curb miles shown are approximate and that the contract shall cover only the actual amount swept during the contract period, whether this is more or less than quantities indicated.

5. MUNICIPAL PARKING LOTS, CEMETERIES & SCHOOL GROUNDS TO BE SWEPT

The following list of municipal parking lots, and school grounds are to be swept each spring in the order directed by the Town before May 15th of each contract year for the unit bid price as awarded under items #3 & #4 of the Bid form.

It is the contractor's responsibility to familiarize him/her of all the lots described below when preparing a lump sum unit bid price.

A. TOWN OF HAMILTON

1. Town Hall Driveway and Parking Lots
2. Public Safety Building Driveway and Parking Lots
3. Lot on Railroad Ave.
4. Lot across from Senior Center Building (across from tennis courts)

B. SCHOOLS

1. Cutler School
2. Winthrop School
3. Hamilton Wenham High School
4. Miles River Middle School

6. OBLIGATION OF TOWN TO CONTRACTOR

a. The Towns will provide sufficient dumps for dumping debris picked up by sweepers, if a sweeper is required to wait more than twenty (20) minutes for truck debris may be dumped in an area designated by the Town along that roadway. Any unauthorized dumping of debris will be the contractor's responsibility for removal.

b. The Town will provide an area to park the sweeper. The Town will not assume any responsibility for damage done to the sweeper.

c. The Town will make an effort to reduce excessive heavy debris required to be swept from sidewalks prior to the contractor making his/her pass along main roadways areas whenever possible.

7. OBLIGATION OF CONTRACTOR TO TOWN

a. The contractor must be able to meet all requirements of these specifications. He shall submit, with his bid proposal, a list of equipment owned by him as evidence that he has the capability of meeting the requirements of these specifications.

b. The contractor must coordinate with the **Water Department** to obtain permission to use water for the filling of the water spray systems. The contractor will be required to obtain the necessary permits and to pay the fees required by the water district where the water is obtained without compensation by said town.

c. The contractor will be required to use sufficient water to adequately perform the work. The contractor may be directed to add additional water during sweeping upon the request of the Director of Public Works.

d. The contractor must make available a vacuum truck sweeper upon the request of the Director of Public Works.

e. The contractor shall submit a list of municipal contracts of similar size that he has completed within the past three (3) years as evidence that he has the ability to perform a contract of this scope.

f. The contractor must have a supervisor available to direct operations. This supervisor will report to the Directors of Public Works any problems as well as give daily progress reports.

g. The contractor will not sublet or assign this contract without the prior approval and authorization of each Towns awarding authority. No contractual relationship shall be created between any sub-contractor or assignee and the Towns.

8. MEASUREMENT AND PAYMENT

Item 1: *Curb Miles* will be paid for by the curb mile swept during the annual spring clean-up of streets in TOWN. This item will be measured in place and paid by the unit each, complete and approved.

Item 2: *Hourly Rate* will be paid for by the hours swept for any additional regular call back or on an emergency basis, complete and approved. These hours shall not include time spent during the spring clean-up in TOWN.

Items 3: *Spring Clean up Town Lots* will be paid for by the lump sum once the annual spring clean-up of TOWN lots has been completed and approved.

Item 4: *Spring Clean up School Lots* will be paid for by the lump sum once the annual spring clean-up of school lots has been completed and approved.

Date: _____

STATE TAX CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

_____ By: _____

* Signature of Individual or Corporate Name (Mandatory)

Corporate Officer (Mandatory, if applicable)

_____

**Social Security No. (Voluntary) or Federal Identification No.

*Approval of a contract or other agreement will not be granted unless this certification clause, if signed,
Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency **will not have a contract or agreement issued, reviewed, or extended. This request is made under the authority of Mass. G.L. 62C, S.49A.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this 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.

Firm		Signature	
Address		Name (print)	
City, State		Title	
Phone No.		Date	

Tax Exemption
The project is exempt from payment of Massachusetts sales tax to the extent permitted by MGL c.64H, Subsection 6F. Exemption Certificate E-046-001-168 shall be used in lieu thereof.

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

Prevailing Wage Rates

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town Of Hamilton

Contract Number:

City/Town: HAMILTON

Description of Work: Street sweeping around town

Job Location: Hamilton

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
Sweeper						
Driver *{HAMILTON}*	05/01/2016	$19.78	$8.36	$0.00	$0.00	$28.14
	07/01/2016	$20.18	$8.36	$0.00	$0.00	$28.54
	04/01/2017	$20.99	$8.36	$0.00	$0.00	$29.35
	04/01/2018	$21.83	$8.36	$0.00	$0.00	$30.19
Laborer *{HAMILTON}*	05/01/2016	$18.41	$8.36	$0.00	$0.00	$26.77
	07/01/2016	$18.78	$8.36	$0.00	$0.00	$27.14
	04/01/2017	$19.53	$8.36	$0.00	$0.00	$27.89
	04/01/2018	$20.31	$8.36	$0.00	$0.00	$28.67

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.