

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR DPW
SUSTAINABLE MATERIALS MANAGEMENT DIVISION***

**REQUEST FOR PROPOSALS:
YARD WASTE HAULING AND COMPOSTING
*REQUEST FOR PROPOSALS #20-84***

Pre-Proposal Meeting: May 28, 2020 at 10:30 a.m.

Proposal Submittal Date: June 4, 2020 at 10:30 a.m.

May 2020

Ruthanne Fuller, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #20-84**

This City of Newton Request For Proposals (RFP) invites sealed proposals from contractors for:

YARD WASTE HAULING AND COMPOSTING

Pre-Proposal Meeting: **10:30 a.m., Thursday, May 28, 2020, Newton Resource Recovery Center, 115 Rumford Ave, Auburndale, MA (Not Mandatory)**

Proposals will be received until: **10:30 a.m., Thursday, June 4, 2020***

Proposers shall submit two separate sealed proposals, (i) one containing everything responsive to this RFP except for the proposer's price (Technical Proposal) and (ii) a Price Proposal. Immediately following the deadline for proposals, all Technical Proposals received within the time specified will be privately opened and the City shall post a notice of all proposers submitting proposals.

*** To promote the health and safety of City workers and the public, Newton City Hall is closed to the public. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. Proposals not sent by mail or courier can only be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**

- 2. A list of proposers submitting proposals will be scanned and posted as soon as practicable after the opening.**

This RFP and all related documents and attachments (collectively, "Contract Documents") will be available online at: www.newtonma.gov/bids or pick up at the Purchasing Department after **10:00 a.m., May 21, 2020**. **Proposers shall submit six (6) copies each of their Technical Proposal, one a signed original, four (4) photocopies, and one on a disk in an electronic format.**

An evaluation committee shall review, evaluate and rate each Technical Proposal and rank each proposal based on the Evaluative Criteria in the RFP. Upon completion of the evaluations, the City will open Price Proposals. The City will award a contract, if at all, to the Contractor it determines most advantageous, taking into consideration both the Technical and Price Proposals.

Once you've downloaded this RFP from the internet website www.newtonma.gov/bids. I strongly suggest you email (purchasing@newtonma.gov) your company's Name, address, EMAIL, phone, fax AND RFP NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addenda.

The City will reject any and all proposal in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond**, each in the amount of **50%** of the contract total.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to person(s) requiring assistance. If you need a reasonable accommodation, please contact the City of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Services, please dial 711.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
May 21, 2020

CITY OF NEWTON
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
YARD WASTE HAULING AND COMPOSTING

1.0 INTRODUCTION

1.1 Decision to Utilize a Request for Proposals

Due to the technical nature of the services required under the proposed contract, the City has determined that this procurement is best served by utilizing an RFP process. Such a process will enable the City to evaluate key factors such as the experience of the contractor and its staff and the quality of the planned approach to provide the services required by the proposed contract and award a contract not based on price alone. Because the seasonal nature of yard waste hauling and the space constraints at the City’s transfer station, it is important that the City have the ability to select the most advantageous proposal on the basis of both cost and the technical expertise of the selected contractor.

1.2 Background

The City of Newton, Massachusetts, (“the City”) with a population of over 85,000, through the Department of Public Works, is seeking Technical and Price Proposals for provision of yard waste hauling and composting as described subsequently in this RFP.

1.3 Proposal Submission Requirements

Due date for submittal of proposals is **Thursday, June 4, 2020 at 10:30 a.m.** local time. A site visit is scheduled for **May 28, 2020 at 10:30 a.m.** local time at the Newton Resource Recovery Center, 115 Rumford Ave, Auburndale, MA (Not Mandatory). Attendees at the site visit are requested to wear masks, bring their own pens and business cards for sign in, and observe prudent distancing.

Proposers shall submit, **in separate sealed envelopes**: (i) six (6) copies each of their Technical Proposal, one a signed original, four (4) photocopies, and one in electronic format, and (ii) one (1) Price Proposal. All submittal requirements identified herein, with the exception of price, must be included with the Technical Proposal. All envelopes must be clearly labeled as to their contents, whether Technical or Price Proposal. Please mark envelopes with the Project Title and “**RFP No. #20-84.**” **It is important that the Price and Technical Proposals are sealed and separate, as proposers that include their Price Proposal in their Technical Proposal may be rejected as nonresponsive.**

Proposals must be delivered no later than the specified time to:

City of Newton
Purchasing Department
1000 Commonwealth Avenue Room 201
Newton, MA 02459

Late proposals will not be accepted and will be returned unopened. There will be no public opening of proposals. Following the deadline for acceptance, a register of all firms submitting responses will be prepared and posted on the City website. Proposal contents will not be made public until after the City has completed evaluation. Price Proposals will be kept by the Chief Procurement Officer and not disclosed to the Evaluation Committee until it has completed evaluation of the Technical Proposals.

Faxed proposals **will not** be accepted.

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this Act.

RFP Documents will be available for pickup at the Purchasing Department and online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., May 21, 2020**. There will be no charge for RFP documents.

The City will answer proposer questions about the RFP by addendum. Proposers must submit questions in writing to purchasing@newtonma.gov. The deadline for submitting questions is 12:00 noon on Friday, May 29, 2020.

1.4 Contract. The successful proposer shall execute a City-Contractor Agreement, substantially similar in form to that attached hereto, within fourteen (14) calendar days of delivery of the contract to the proposer. If the successful proposer fails to execute such Agreement within such time period, the City may accept the next most advantageous proposal. The failure of any proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

1.5 To the extent legally permitted, the City reserves the right to reject any or all proposals or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and may be rejected.

1.6 Addenda. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#20-60), if you would like to be recorded as taking out. It is the contractor's sole responsibility to ensure that they have received all addenda's prior to the RFP submittal date.

1.7 Acceptance of Proposal Content. The successful proposal shall become incorporated into the final contract documents.

1.8 Contract and Term. The term of the contract shall be from date of execution through June 30, 2023.

1.9 Force Majeure. Neither the City nor the Contractor shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.

1.10 Termination. If applicable, Contractor shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.

1.11 Non-discrimination/Equal Opportunity. Contractor shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City facilities.

1.12 Assignment. Contractor shall not assign or subcontract any portion of the operation without prior written approval from the City.

1.13 Independent Contractor. Contractor and its employees will operate as an independent contractor and are not considered to be City employees.

1.14 Price Proposal. Proposers shall use "Price Proposal Form #20-84" attached hereto in submitting this price proposal. Please remember to submit your price proposal in a **separately sealed marked envelope**. Any Technical Proposal with prices included may be deemed unresponsive.

2.0 DESCRIPTION OF FACILITIES

The Newton Resource Recovery Center is located at 115 Rumford Avenue, Auburndale, MA 02466. This site has a staging area for yard waste that is collected curbside by the City's residential hauler. This site does not have a scale. This site also has a residential recycling drop-off area and household hazardous waste area. City waste from public spaces is disposed at the site and the City's cart operations are based at the site.

3.0 SCOPE OF SERVICES

3.1 General

This RFP is for the *hauling of unprocessed yard waste* to an active composting site that is registered with the Massachusetts Department of Environmental Protection (DEP). The contractor will establish and maintain the relationship with the most suitable composting site for their operation and be able to provide documentation demonstrating what composting site is used. The City collects, and subsequently needs hauled, approximately 22,000 cubic yards of yard waste annually. The contractor will be expected to haul all yard waste that is collected during each fiscal year.

3.2 Hauling Services

3.2.1. Contractor shall provide all necessary hauling equipment and staff in order to haul yard waste quickly and efficiently so as to prevent a backlog of yard waste material accumulating at the Newton Resource Recovery Center.

3.2.2 Contractor shall be responsive to requests for additional hauling needs during the spring and fall peak collection times.

3.2.3 Contractor shall provide a point of contact to arrange hauling schedules.

3.3 Other Contractor Responsibilities

3.3.1 Contractor shall provide all necessary technical, management, administrative and labor relations personnel for backup and support of regular contract employees.

3.3.2 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract.

Worker's Compensation:	Per M.G.L. c..149, s.34 and c.. 152, as amended
General Liability:	\$3,000,000 Combined Single Limit
Professional Liability:	\$3, 000,000 Combined Single Limit
Automotive Liability:	\$500,000 each person
Personal Injury:	\$1,000,000 aggregate
Property Damage:	\$500,000

The City of Newton Owner shall be named as additional insured on the Contractor's General Liability Policies.

The Contractor shall not commence services until proof of compliance with this section has been furnished to the City by submitting a copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the City at least thirty days prior to the effective date thereof, which shall be expressed in said notice. If the City is damaged by the Contractor's failure to maintain insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

3.4 City's Rights and Responsibilities

3.4.1 All land, buildings, improvements, and permanent equipment which are presently in place, or new facilities which will be added by construction projects, shall remain the property of the City. The City reserves the right to use for its own purpose, or to lease to a third party, space, facilities or property within the boundaries of the facilities, providing such use or lease does not, in the City's opinion, impede the Contractor's ability to perform the services required herein.

The Contractor may not authorize, lease, or rent space to any other party without the express written permission of the City.

3.4.2 The City agrees to support the contract operations of the yard waste hauling and composting in the following ways:

- A. Make available staff and a front-end loader to load yard waste into contractor hauling equipment according to an agreed upon schedule.
- B. Perform grounds maintenance and snow removal functions.
- C. Manage the site in order to allow trucks or other hauling equipment to turn around.
- D. Collect and transport yard waste from residential curbside set out to the Newton Resource Recovery Center. Yard waste from residential collection must meet the following guidelines:
 - i. Paper yard waste bags or reusable barrels are used for set out. No plastic bags will be picked up.
 - ii. Accepted materials: Grass clippings, leaves, tree and shrub prunings, wood chips, small vegetable and flower plants, other vegetative matter, twigs and branches less than 4' long and 6" in diameter, pumpkins

4.0 PROPOSAL SUBMISSION REQUIREMENTS

4.1 Technical Proposal

The Technical Proposal must respond in detail to each category of information described below:

Company history and experience: Provide general company background. Identify when the company was organized, and if a corporation, where incorporated and how many years engaged in providing Contract Operations Services under that name.

Provide a list of all contracts currently on hand for yard waste hauling services for municipalities. Include the name of the municipal contact, address, phone number and a brief description of the frequency of yard waste hauling service.

Company capabilities: Proposal must demonstrate, via a brief narrative description regarding previous contract experience and reference to a client list, the proposer's ability to haul yard waste to active and registered composting sites efficiently and reliably.

Proposal must include a description of corporate resources available to support contract operations.

Plan of services: The technical proposal must contain a project approach, describing the way the contractor proposes to provide the services outlined in this RFP. Any discussion of the project approach must, at a minimum, cover the following general topics:

- 1) Staffing needs and equipment to be used
- 2) Accounting: a description of accounting methods for hauled loads and monthly billing procedures
- 3) Communication procedure to arrange for the hauling schedule

4.2 Price Proposal

4.2.1 The Proposer shall submit its Price Proposal, **in a separate sealed envelope clearly marked with the Project Title ("Yard Waste Hauling and Composting RFP # 20-84")** on the form provided for that purpose herein. The Price Proposal shall include a price per cubic yard to perform the services described in this RFP.

5.0 MINIMUM CRITERIA

5.1 In order for a proposal to be considered for further review with respect to Comparative Criteria, the Technical Proposal must demonstrate the proposer meets or exceeds the following Minimum Criteria:

- A. Contractor must have been in the business of providing similar contract hauling services for at least five years.
- B. Contractor must provide documentation from the active and registered compost site that yard waste will be hauled to.

6.0 COMPARATIVE CRITERIA

6.1 General

Proposals which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify a response. Criteria are listed in order of priority.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

6.2 Comparative Criteria

1) Contractor has at least 5 years of experience providing municipal yard waste hauling services to an active and registered compost site.

Unacceptable – lack of experience in providing similar contract hauling services or hauling experience of less than 3 years

Not Advantageous – contract hauling service has been provided for material other than yard waste and/or hauling experience is less than five years

Advantageous – experience with contract hauling service for non-municipal yard waste for at least 5 years

Highly Advantageous – experience with contract hauling service for municipal yard waste for at least 5 years

2) Proposal demonstrates that contractor is able to provide efficient and reliable service during peak yard waste seasons.

Unacceptable – proposal does not mention peak yard waste seasons

Not Advantageous – proposal mentions peak yard waste seasons, but is vague or does not demonstrate how service will adapt to haul during peak seasons

Advantageous – proposal addresses peak yard waste seasons and describes that the operation will adapt, but does not specify a maximum number of cubic yards of yard waste that can be hauled

Highly Advantageous – proposal addresses peak yard waste seasons and specifies a maximum number of cubic yards of yard waste that can be hauled in order to prevent a back log of material at the City of Newton Resource Recovery Center

3) Proposal documents one or more active and registered compost sites to which Newton's yard waste will be hauled.

Unacceptable – proposal does not mention an end site for yard waste

Not Advantageous – proposal includes an inactive and/or unregistered compost site

Advantageous – proposal includes mention of an active and registered compost site, but is vague

Highly Advantageous – proposal includes details about one or more active and registered compost sites to which Newton’s yard waste will be hauled. Details may include the name of the site, number of years in operation, size of site, amount of yard waste the site is willing to accept, etc. ***DO NOT INCLUDE PRICING INFORMATION FOR THE COMPOST SITE*** in these details.

7.0 INTERVIEWS

After review of the Technical Proposal, the Evaluation Committee may, at its discretion, schedule interviews with any or all of the companies responding to this RFP, for the purpose of further evaluation of the proposer’s capabilities, qualifications and expertise to provide the required service. Interviewees will be ranked, by the Comparative Committee, based on their presentation at the interview. Interviews, if conducted, will be scheduled with all proposers.

8.0 SELECTION AND CONTRACT AWARD

- 8.1 The Evaluation Committee shall evaluate all proposals based on the Minimum and Comparative Criteria described herein. Each proposal will be assigned a final, overall evaluation of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable.
- 8.2 During the evaluation of proposals the City reserves the right to request additional documentation from proposers and to inspect municipal facilities currently operated and maintained by a proposer. Any costs incurred by the City for travel, lodging or meals, shall be paid by the City.
- 8.3 The Evaluation Committee shall make its recommendations to the Chief Procurement Officer and identify any changes in the Plan of Services requiring negotiation. The City reserves the right, if it is in the best interests of the City, to reject all proposals at any time.
- 8.4 The Chief Procurement Officer shall award a contract for yard waste hauling and composting to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration both the technical and price proposals. The award may be conditioned on successful negotiations of revisions to the plan of services specified in the evaluations. The Notification of Award shall be made in writing.
- 8.5 If the City awards the contract to a responsive and responsible proposer which did not submit the lowest price, the Chief Procurement Officer shall justify in writing the basis of the decision.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PUBLIC WORKS

YARD WASTE HAULING AND COMPOSTING

PRICE PROPOSAL FORM #20-84

- a. The undersigned, having familiarized itself with all local conditions affecting the cost of work agrees to provide all personnel, materials and equipment required to perform the services specified in the documents entitled City of Newton, Yard Waste Hauling and Composting, and to fully meet all terms, conditions and requirements specified therein and elsewhere in these proposal documents, for the price(s) specified below, subject to additions and deductions according to the terms of the specifications.
- b. This proposal includes addendum _____, _____, _____, _____, _____,
- c. The proposed contract price is as follows:
 - 1. **Price per cubic yard:** _____

The City bases its annual budget on hauling 22,000* cubic yards of yard waste.

Total = Price per cubic yard × 22,000 cubic yards: \$ _____

COMPANY: _____

* The bid is based on estimated an quantity of collected yard waste, based on prior experience. Actual quantities may be more or less than the estimate. Regardless of the amount of the actual quantity, the per cubic yard unit price shall be that set forth above.

- d. The undersigned has completed and submits herewith the following documents:
 - Bidder’s Qualifications and References Form, 2 pages
 - Certificate of Non-Collusion, 1 page
 - Certification of Tax Compliance. 1 page
 - Certificate of Foreign Corporation, 1 page
 - Debarment Letter, 1 page
 - IRS Form W-9, 1 page
 - Signed Price Proposal Form, 2 pages
- e. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
 Prompt Payment Discount _____% _____ Days
 Prompt Payment Discount _____% _____ Days

- f. The undersigned hereby certifies that s/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 s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

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 subsection the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Date _____

(Name of General Bidder)

BY: _____
(Signature)

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

_____/_____
(Telephone) (FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

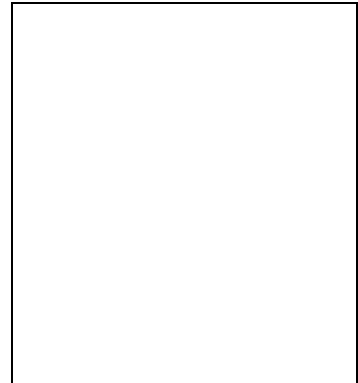
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

Purchasing Department

Nicholas Read *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Request for Proposal #20-84

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 Line 1 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
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶	Name
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AGREEMENT FOR YARD WASTE HAULING & COMPOSTING

This agreement is made this _____ day of _____ in the year Two Thousand and Twenty by and between the **CITY OF NEWTON**, a municipal corporation organized and existing under the Commonwealth of Massachusetts (hereinafter referred to as "CITY") which has offices at City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459, acting through its Purchasing Agent and Commissioner of Public Works but without personal liability to them and _____ (hereinafter, collectively, "CONTRACTOR"),

WHEREAS, the CITY wishes to engage a qualified organization for management, operations and maintenance of its water, wastewater and stormwater facilities and has conducted a public Request for Proposals for such services; and

WHEREAS, CONTRACTOR is a qualified and experienced company and has submitted a proposal to City which proposal was determined to be the most advantageous proposal from a responsible and responsive offeror;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. SCOPE OF SERVICES:** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

YARD WASTE HAULING & COMPOSTING

Contractor shall perform all such work in a manner consistent with the requirements and representations set out in such Contract Documents and in a satisfactory and proper manner as determined reasonably and fairly by the City.

CONTRACT DOCUMENTS: The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Proposals #20-84 issued by the Purchasing Department;
- c. Addenda Number(s) _____;
- d. The Technical Proposed submitted by the CONTRACTOR in response to the Request for Proposals and accompanying documents and certifications;
- e. The Price Proposal submitted by the Contractor in response to the Request for Proposals;

Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;

Duly authorized and executed Amendments, Change Orders or Working orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

- II. PRIORITY OF DOCUMENTS:** In the event of any inconsistency between the terms of this CITY-CONTRACTOR Agreement and any of the Contract Documents, the terms of this Agreement shall prevail.
- III. APPLICABLE STATUTES:** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- IV. CONTRACT TERM:** The term of this Agreement **shall extend from the contract executed date through June 30, 2021**. The City, at its sole discretion, shall have the option to renew this Contract for **two (2) additional one (1) year terms**, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.
- V. PAYMENTS:** The Contractor shall submit monthly invoices to the City for services rendered under this Agreement and the City shall make payment to Contractor within 30 days of receipt of each approved invoice.
- VI. KEY PERSONNEL:** For all work performed under this Agreement, Contractor shall assign the team of personnel identified in its Proposal. In the event that any of such personnel become unavailable to perform such work, Contractor

will promptly so advise the City. All subsequent assignments of substitute personnel shall be subject to the prior approval of the City.

- VII. RESPONSIBILITY FOR WORK:** Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the water, wastewater and stormwater facilities and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the water, wastewater and stormwater facilities which results from activities undertaken by Contractor, its employees, subcontractors or agents. The Contractor shall be responsible for any damage or loss to the City's water, wastewater and stormwater facilities and equipment which results from activities undertaken by Contractor, its employees, subcontractors and agents and in case of such damage or loss, Contractor shall repair, make good or pay the City for the full amount of any damage or loss.
- VIII. INSURANCE/INDEMNIFICATION:** At the time of execution of this Agreement, Contractor shall provide the City with Certificate(s) of Insurance evidencing current coverage in accordance with the insurance requirements set out in the Contract Documents. Such insurance will be maintained throughout the term of the Agreement and the Contractor will provide to the City, as necessary, updated Certificate(s) of Insurance. In the event of any revisions, cancellations, or non-renewal of coverage that may occur during the term of this Agreement, Contractor shall immediately notify the City in writing.
- Contractor shall indemnify, hold harmless and defend the City from and against any liability, whether in tort, contract, response to government order or threat of same, or other claim, including all expenses, fees, costs and attorneys' fees, resulting from any negligent act or omission arising out of the Contractor's obligations or actions undertaken pursuant to this Agreement or the obligations or actions of its agents, employees, affiliates, assignees, successors, or associates.
- The Contractor further agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- IX. WARRANTY:** Except as may be otherwise provided in the Contract Documents, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- X. ASSIGNMENT/SUB-CONTRACTING:** The Contractor agrees that it will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION:** If the work to be done under this Agreement shall be abandoned, or if this Agreement or any part thereof shall be assigned or transferred without the previous written consent of the City, or if the Agreement or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Agreement, the City may immediately terminate this Agreement. In the event of such a termination, the City or its agent may take possession of the water, wastewater and stormwater facilities and equipment and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found at such facilities. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY:** The provisions of this Agreement are severable. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.

XIV. AMENDMENTS: This Agreement may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Print Name: _____

Title _____

Date _____

Affix Corporate Seal Here

I hereby certify that funds are available in the following account numbers:
0140133-529202

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By: _____
Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or her designee

Date: _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute 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.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2020, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___ day of _____ 2020.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. **The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits in pdf format verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.** The Contractor is obligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



CHARLES D. BAKER
Governor

KARYNE POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: City of Newton
Contract Number: #20-84 City/Town: NEWTON
Description of Work: Yard Waste Hauling & Composting

Job Location: Rumford Ave

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 Department of Labor Standards, Division of Apprentice Standards (DLS/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. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency 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.

Issue Date: 05/13/2020

Wage Request Number: 20200513-026

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2019	\$35.35	\$12.41	\$0.00	\$0.00	\$47.76
	06/01/2020	\$36.25	\$12.41	\$0.00	\$0.00	\$48.66
	08/01/2020	\$36.25	\$12.91	\$0.00	\$0.00	\$49.16
	12/01/2020	\$36.25	\$12.91	\$0.00	\$0.00	\$49.16
	06/01/2021	\$37.05	\$12.91	\$0.00	\$0.00	\$49.96
	08/01/2021	\$37.05	\$13.41	\$0.00	\$0.00	\$50.46
	12/01/2021	\$37.05	\$13.41	\$0.00	\$0.00	\$50.46
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2019	\$35.42	\$12.41	\$0.00	\$0.00	\$47.83
	06/01/2020	\$36.32	\$12.41	\$0.00	\$0.00	\$48.73
	08/01/2020	\$36.32	\$12.91	\$0.00	\$0.00	\$49.23
	12/01/2020	\$36.32	\$12.91	\$0.00	\$0.00	\$49.23
	06/01/2021	\$37.12	\$12.91	\$0.00	\$0.00	\$50.03
	08/01/2021	\$37.12	\$13.41	\$0.00	\$0.00	\$50.53
	12/01/2021	\$37.12	\$13.41	\$0.00	\$0.00	\$50.53
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2019	\$35.54	\$12.41	\$0.00	\$0.00	\$47.95
	06/01/2020	\$36.44	\$12.41	\$0.00	\$0.00	\$48.85
	08/01/2020	\$36.44	\$12.91	\$0.00	\$0.00	\$49.35
	12/01/2020	\$36.44	\$12.91	\$0.00	\$0.00	\$49.35
	06/01/2021	\$37.24	\$12.91	\$0.00	\$0.00	\$50.15
	08/01/2021	\$37.24	\$13.41	\$0.00	\$0.00	\$50.65
	12/01/2021	\$37.24	\$13.41	\$0.00	\$0.00	\$50.65
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$102.78	\$9.90	\$0.00	\$0.00	\$112.68
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$49.73	\$12.50	\$0.00	\$0.00	\$62.23
	06/01/2020	\$50.83	\$12.50	\$0.00	\$0.00	\$63.33
	12/01/2020	\$51.98	\$12.50	\$0.00	\$0.00	\$64.48
	06/01/2021	\$53.08	\$12.50	\$0.00	\$0.00	\$65.58
	12/01/2021	\$54.23	\$12.50	\$0.00	\$0.00	\$66.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$32.47	\$12.50	\$0.00	\$0.00	\$44.97
	06/01/2020	\$33.22	\$12.50	\$0.00	\$0.00	\$45.72
	12/01/2020	\$34.00	\$12.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.75	\$12.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.54	\$12.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$68.52	\$9.90	\$0.00	\$0.00	\$78.42
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$48.94	\$9.90	\$0.00	\$0.00	\$58.84
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$73.41	\$9.90	\$0.00	\$0.00	\$83.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2019	\$102.78	\$9.90	\$0.00	\$0.00	\$112.68
For apprentice rates see "Apprentice- PILE DRIVER"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	12/01/2019	\$23.50	\$8.10	\$0.00	\$0.00	\$31.60
	06/01/2020	\$23.50	\$8.10	\$0.00	\$0.00	\$31.60
	12/01/2020	\$24.50	\$8.10	\$0.00	\$0.00	\$32.60
	06/01/2021	\$24.50	\$8.10	\$0.00	\$0.00	\$32.60
	12/01/2021	\$24.50	\$8.10	\$0.00	\$0.00	\$32.60
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$32.47	\$12.50	\$0.00	\$0.00	\$44.97
	06/01/2020	\$33.22	\$12.50	\$0.00	\$0.00	\$45.72
	12/01/2020	\$34.00	\$12.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.75	\$12.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.54	\$12.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.49	\$8.10	\$0.00	\$0.00	\$31.59
2	70	\$27.41	\$8.10	\$0.00	\$0.00	\$35.51
3	80	\$31.32	\$8.10	\$0.00	\$0.00	\$39.42
4	90	\$35.24	\$8.10	\$0.00	\$0.00	\$43.34

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.08	\$8.10	\$0.00	\$0.00	\$32.18
2	70	\$28.10	\$8.10	\$0.00	\$0.00	\$36.20
3	80	\$32.11	\$8.10	\$0.00	\$0.00	\$40.21
4	90	\$36.13	\$8.10	\$0.00	\$0.00	\$44.23

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2019	\$23.08	\$12.50	\$0.00	\$0.00	\$35.58
	06/01/2020	\$23.63	\$12.50	\$0.00	\$0.00	\$36.13
	12/01/2020	\$24.20	\$12.50	\$0.00	\$0.00	\$36.70
	06/01/2021	\$24.75	\$12.50	\$0.00	\$0.00	\$37.25
	12/01/2021	\$25.33	\$12.50	\$0.00	\$0.00	\$37.83

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2019	\$27.64	\$12.50	\$0.00	\$0.00	\$40.14
	06/01/2020	\$28.29	\$12.50	\$0.00	\$0.00	\$40.79
	12/01/2020	\$28.97	\$12.50	\$0.00	\$0.00	\$41.47
	06/01/2021	\$29.61	\$12.50	\$0.00	\$0.00	\$42.11
	12/01/2021	\$30.29	\$12.50	\$0.00	\$0.00	\$42.79

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2019	\$35.18	\$12.41	\$0.00	\$0.00	\$47.59
	06/01/2020	\$36.08	\$12.41	\$0.00	\$0.00	\$48.49
	08/01/2020	\$36.08	\$12.91	\$0.00	\$0.00	\$48.99
	12/01/2020	\$36.08	\$12.91	\$0.00	\$0.00	\$48.99
	06/01/2021	\$36.88	\$12.91	\$0.00	\$0.00	\$49.79
	08/01/2021	\$36.88	\$13.41	\$0.00	\$0.00	\$50.29
	12/01/2021	\$36.88	\$13.41	\$0.00	\$0.00	\$50.29

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.73	\$12.50	\$0.00	\$0.00	\$61.23
	06/01/2020	\$49.83	\$12.50	\$0.00	\$0.00	\$62.33
	12/01/2020	\$50.98	\$12.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$52.08	\$12.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$53.23	\$12.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$32.47	\$12.50	\$0.00	\$0.00	\$44.97
	06/01/2020	\$33.22	\$12.50	\$0.00	\$0.00	\$45.72
	12/01/2020	\$34.00	\$12.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$34.75	\$12.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$35.54	\$12.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2019	\$35.64	\$12.41	\$0.00	\$0.00	\$48.05
	06/01/2020	\$36.54	\$12.41	\$0.00	\$0.00	\$48.95
	08/01/2020	\$36.54	\$12.91	\$0.00	\$0.00	\$49.45
	12/01/2020	\$36.54	\$12.91	\$0.00	\$0.00	\$49.45
	06/01/2021	\$37.34	\$12.91	\$0.00	\$0.00	\$50.25
	08/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
	12/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2019	\$35.93	\$12.41	\$0.00	\$0.00	\$48.34
	06/01/2020	\$36.83	\$12.41	\$0.00	\$0.00	\$49.24
	08/01/2020	\$36.83	\$12.91	\$0.00	\$0.00	\$49.74
	12/01/2020	\$36.83	\$12.91	\$0.00	\$0.00	\$49.74
	06/01/2021	\$37.63	\$12.91	\$0.00	\$0.00	\$50.54
	08/01/2021	\$37.63	\$13.41	\$0.00	\$0.00	\$51.04
	12/01/2021	\$37.63	\$13.41	\$0.00	\$0.00	\$51.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.23	\$12.50	\$0.00	\$0.00	\$60.73
	06/01/2020	\$49.31	\$12.50	\$0.00	\$0.00	\$61.81
	12/01/2020	\$50.45	\$12.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$51.54	\$12.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$52.68	\$12.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2019	\$36.22	\$12.41	\$0.00	\$0.00	\$48.63
	06/01/2020	\$37.12	\$12.41	\$0.00	\$0.00	\$49.53
	08/01/2020	\$37.12	\$12.91	\$0.00	\$0.00	\$50.03
	12/01/2020	\$37.12	\$12.91	\$0.00	\$0.00	\$50.03
	06/01/2021	\$37.92	\$12.91	\$0.00	\$0.00	\$50.83
	08/01/2021	\$37.92	\$13.41	\$0.00	\$0.00	\$51.33
	12/01/2021	\$37.92	\$13.41	\$0.00	\$0.00	\$51.33
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2019	\$35.64	\$12.41	\$0.00	\$0.00	\$48.05
	06/01/2020	\$36.54	\$12.41	\$0.00	\$0.00	\$48.95
	08/01/2020	\$36.54	\$12.91	\$0.00	\$0.00	\$49.45
	12/01/2020	\$36.54	\$12.91	\$0.00	\$0.00	\$49.45
	06/01/2021	\$37.34	\$12.91	\$0.00	\$0.00	\$50.25
	08/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
	12/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75

Additional Apprentices 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. Apprentices 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.

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The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c149, §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. This is required to be done on a weekly basis. 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 Department of Labor & Workforce Development/Division of Occupational Safety 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

_____, 2020

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 _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

