

**TOWN OF WAYLAND, MASSACHUSETTS**

**INVITATION FOR BIDS  
#18-1046-IFB**

CONTRACT DOCUMENTS

FOR

**SOLID WASTE AND RECYCLING COLLECTION**

Elizabeth Doucette  
Procurement Specialist  
508-358-6821  
[edoucette@wayland.ma.us](mailto:edoucette@wayland.ma.us)

Issued February 8, 2018

Bids must be received by Thursday, February 22, 2018 at 2:00 p.m.



**LEGAL NOTICE  
TOWN OF WAYLAND  
INVITATION FOR BIDS  
IFB #18-1046**

**SOLID WASTE AND RECYCLING COLLECTION**

Sealed Bids for **SOLID WASTE AND RECYCLING COLLECTION AT MULTIPLE MUNICIPAL LOCATIONS** in Wayland, Massachusetts, will be received at the Facilities Department, 2nd Floor, Wayland Town Building, 41 Cochituate Road, Wayland, MA 01778 until **2PM on February 22, 2018** immediately after which the bids will be opened and read publicly. A three year contract will be awarded.

Bid documents will be available, free of charge, on or after **2:00 PM on February 8, 2018** and may be electronically downloaded from the Town of Wayland website at [www.wayland.ma.us/bids](http://www.wayland.ma.us/bids) by selecting **“18-1046-IFB Solid Waste and Recycling Collection”** or may be obtained at the Facilities Department, 2nd Floor, Wayland Town Building, 41 Cochituate Road, Wayland, MA 01778.

This Bid is subject to provisions of M.G.L. Chapter 30B as amended to date. Massachusetts Prevailing Wage Rates apply to this Contract.

The Town of Wayland reserves the right to accept any bid, in whole or in part, to reject any/or all bids and to waive minor irregularities and/or informalities as it deems to be in the best interest of the Town.

Elizabeth Doucette  
Procurement Specialist  
508-358-6821

For publication in the *Wayland Town Crier*, Thursday February 8, 2018  
For publication in the *Goods & Services Bulletin*, Monday February 5, 2018

## TABLE OF CONTENTS

<u>Section</u>	<u>Section Number</u>
<u>Bidding and Contract Requirements</u>	
Invitation to Bid	00020
Instructions to Bidders	00100
Qualification Data	00200
Form of General Bid	00300
Agreement	00500
Payment Bond	00620
Supplemental Conditions	00800
Excerpts from Applicable State Law	00800
Alternate 1	01030
Wage Rates	Appendix

SECTION 00020

**IFB # 18-1046-IFB  
INVITATION FOR BIDS  
SOLID WASTE AND RECYCLING COLLECTION**

Sealed bids for furnishing the following item will be received at the Facilities Department, 2<sup>ND</sup> Floor, Town of Wayland, Wayland Town Building, c/o Ms. Elizabeth Doucette, Procurement Specialist, 41 Cochituate Road, Wayland, MA 01778 until Thursday, February 22, 2018, at 2:00 p.m at which time the bids will be publicly opened and read at the Wayland Town Building, 41 Cochituate Road, Wayland, MA. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or, CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

Specifications and bid forms may be obtained at the Facilities Department, Monday through Friday between 8:00 a.m. and 4:00 p.m. or may be electronically downloaded from the Town of Wayland website at [www.wayland.ma.us/bids](http://www.wayland.ma.us/bids) by selecting “**18-1046-IFB Solid Waste and Recycling Collection**”.

Any questions regarding this Invitation For Bids shall be directed in writing no later than **Noon on Friday, February 16, 2018**, to Ms. Elizabeth Doucette, Procurement Specialist, 41 Cochituate Road, Wayland, MA 01778 or via email to [edoucette@wayland.ma.us](mailto:edoucette@wayland.ma.us). All questions will be answered via addendum to all perspective Bidders having registered with current contact information including the name and address of the interested firm or individual, a valid e-mail address, and phone number. No addenda will be issued within 72 hours of the bid submission date, with the exception of an addendum to extend the proposal deadline.

It is the responsibility of all Respondents to register on the Town of Wayland website at [www.wayland.ma.us/bids](http://www.wayland.ma.us/bids) and by selecting “**18-1046-IFB Solid Waste and Recycling**” to receive any addenda that may be issued. Notwithstanding the foregoing, it is the IFB Respondent’s responsibility to ensure that it has obtained all IFB Addenda issued prior to the submission deadline.

A labor and materials bond in an amount equal to 50 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required at time of award.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30B.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder, based on the total base bid.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Wayland

By: Elizabeth Doucette, MCPPO, Procurement Specialist

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1. Receipt and Opening of Bids

The Town of Wayland, Massachusetts, herein called the Owner, acting by and through its Board of Selectmen, will receive sealed Bids for the project known as the **Solid Waste and Recycling Collection Project**.

General bids shall be addressed to the Facilities Department, 2<sup>nd</sup> Floor, Wayland Town Building, 41 Cochituate Road, Wayland, MA 01778 and endorsed "**Bid for Solid Waste and Recycling Collection Project**" (Project) will be received at the Facilities Department until **2:00 p.m.** prevailing time, on **Thursday, February 22, 2018** at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

#### 2. Location and Work to be Done

The Contractor shall furnish all labor, services, materials, equipment, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

The work of this contract includes the following:

- A. Hauling and disposal of municipal solid waste and the transportation of certain recyclable materials from the Wayland Transfer Station located at 484 Boston Post Road, Wayland, MA 01778. Prospective bidder will be required to pick up and transport municipal solid waste to a permitted disposal facility. Containers and frequency as indicated in **Section G**. Bidder must indicate the cost for hauling each container and the tipping fee for disposal. In addition, various recyclable materials will require transportation to various facilities.
- B. Bidders must indicate the cost of hauling each container to the locations indicated in **Section H**. The locations of the facilities for recyclable material may change over the life of the contract due to contractual requirements. The Town of Wayland will notify the contractor of any changes within a reasonable time period.

- C. Collection and disposal of municipal solid waste and certain recyclable materials from schools and municipal buildings, with suggested container sizes and required frequency pick-up schedule, outlined in **Section I**. The bidder will be required to furnish all vehicles and equipment necessary to provide the requested services. Cost of service should include disposal cost for solid waste at a per-ton charge. The Town is requiring that prospective bidders be aware of the sensitive nature of collecting solid waste and recyclable materials at these public places. **Safety is of paramount concern**. The bidder must arrange a schedule with the Town to avoid traffic issues with school buses and other activities at the schools and municipal buildings. Local by-laws do not allow collection before **7:00 AM** and after **11:00 PM**.
- D. Current recyclables that are being collected are cardboard and other paper products and co-mingled containers.

The Town will entertain innovative collection proposals from bidders, such as single stream recycling at the schools and municipal buildings.

The Town will require estimates or actual tonnage figures on a monthly basis for compliance with DEP reporting requirements.

Prospective bidders are free to use equipment they deem appropriate, including rear loaders.

There are separate recycling containers at each location. The materials are mostly cardboard, but some co-mingle containers. The Contractor receiving the contract will take ownership of the recyclable material.

The size of the containers at various locations will be up to the bidder, after they review the location. Standard industry colors of containers are acceptable.

- E. These containers are the property of the Town of Wayland and must be returned after emptying. We currently use seven (7) containers at a time at the Transfer Station, 3 are owned by the Town and 4 are provided by the Contractor.

F. Addition Information:

- Approximate cost of this service in previous year Schools and Town: \$183,000
- Approximately 920 tons come out of the Transfer Station per year
- There are no Metals, CRTs, Tires or Glass
- The Town owns the compactors at the Transfer Station
- The totals on tonnage for each size compactor on average: -
  - Bulky Waste 42 cubic yards compactor - 8-12 tons 1-2 times/week
  - 41 cubic yard compactor – 8-12 tons 2-3/week
  - 50 cubic yard compactor – 10-15 tons 1 time/week
  - 20 cubic yard plastic bags – every 3 weeks or more

- The Contractor shall not permit the accumulation of debris, both exterior and interior, and the work areas must be kept satisfactorily clean at all times. The Contractor shall remove debris from the site of work and dispose of it at any private or public dump the Contractor may choose. The Contractor shall make all arrangements and obtain any approvals necessary from the owners or officials in charge of such dumps and shall bear all costs, including fees resulting from such disposal. Garbage shall be removed daily.
- No open fire shall be permitted on site.
- Chemical waste shall be stored in corrosion-resistant containers, removed from the project site, and disposed of not less frequently than monthly, unless otherwise directed. Disposal of chemical waste shall be in accordance with standard established practices. Filling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded or burned shall be disposed of in accordance with approved procedures meeting all applicable Federal, State, and local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State or applicable local regulations, the Owner shall be notified immediately. The Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spill resulting from the Contractor's operations. Any costs incurred in cleaning up any such spills shall be borne by the Contractor.

G. Trash Containers at the Wayland Transfer Station

CONTAINER	SIZE	FREQUENCY OF PICK-UP
Trash #1	50 cubic yards	On-call basis – Generally once a week – Fridays
Trash #2	42 cubic yards	On-call basis – Generally once every two weeks – Fridays
Trash #3– Bulky Waste	42 cubic yards	On-call basis – Generally once a week; occasional twice a week – Tuesdays and Fridays

H. Certain Recyclable Containers: Frequency of pick-up and Delivery Locations

CONTAINER	SIZE	FREQUENCY OF PICK-UP	DELIVERY LOCATION
Plastic bags*	30 yard closed-top	Every two weeks	Conigliaro's – Framingham

\* The Town, on average, collects 1,500 lbs of plastic bags every two weeks.

The Town may require additional pick-ups during the year due to seasonal increases in materials. This request will be on an on-call basis.



Please note: The Town currently uses this vendor and is requesting transportation cost for delivery to this location. The individual company will invoice the Town for processing and/or recycling.

For the Transfer Station, the only cost per ton will be for trash and trash-bulky waste. Estimated tonnage for both the municipal buildings and the Transfer Station has been averaging **2,800 tons per year**.

For the Transfer Station containers, the Town is requiring a per-container hauling charge and a disposal cost for solid waste.

For the schools and municipal buildings, the cost of service should include disposal of solid waste. The two larger schools, High School and Middle School, have been averaging approximately 1,500 lbs per container; the elementary schools slightly less. Tonnage numbers are required by DEP for annual reporting.

For Year 2 and Year 3, the Town is anticipating annual costs assuming either a flat rate for the three years or a percentage increase due to cost of business. The Town is basing the tonnage from the schools, municipal buildings and transfer station at **2,800 tons per year**.

#### I. SERVICE LOCATIONS, CONTAINER SIZES, AND PICK-UP FREQUENCY

##### SCHOOLS\*

	Suggested Container	Suggested Pick-up Frequency	School Start Times
<b>High School</b>			
Trash	10yd F.E.	Twice during school/Once a week after school is out.	7.25 am
Recycling	10yd F.E.	Twice a week	
<b>Middle School</b>			
Trash	10yd F.E.	Twice a week	7.45 am
Recycling	10yd F.E.	Once a week	
<b>Happy Hollow School</b>			
Trash	10yd F.E.	Once a week	8.30 am
Recycling	10yd F.E.	Once a week	
<b>Loker School</b>			
Trash	10yd F.E.	Once a week	8.30 am
Recycling	10yd F.E.	Once a week	
<b>Claypit Hill School</b>			
Trash	10yd F.E.	Once a week	8.30 am
Recycling	10yd F.E.	Once a week	

##### MUNICIPAL BUILDINGS

<b>Town Building</b>			
Trash	10yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
<b>Public Safety Building**</b>			
Trash	10yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
<b>Cochituate Fire Station</b>			
Trash	4yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	
<b>Library</b>			
Trash	4yd F.E.	Once a week	
Recycling	4yd F.E.	Once a week	

<b>Highway</b>			
	Trash	4yd F.E.	Once a week
	Recycling	4yd F.E.	Once a week
<b>Wastewater Treatment Plant</b>			
	Trash	4yd F.E.	Once a week
	Recycling	4yd F.E.	Once a week
<b>Water Treatment Plant</b>			
	Trash	4yd F.E.	Once a week
	Recycling	4yd F.E.	Once a week
<b>Housing Authority</b>			
<b>Bent Ave</b>			
	Trash	10yd F.E.	Once a week
	Recycling	4yd F.E.	Once a week
<b>Cochituate</b>			
	Trash	10yd F.E.	Once a week
	Recycling	4yd F.E.	Once a week

**\*The schools are all in residential areas. No pick-ups will be permitted before 7 a.m.**

**\*\* The Public Safety Building is in the Wayland Historical District and the container is inside an enclosed gated area, which limits the size of the container for that location.**

### 3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

### 4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

All addenda will be sent to all prospective bidders as specified in subsection 8 of Section 00100, Addenda and Interpretations. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and, provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

The Owner may make such investigations as it deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means

of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

It is the responsibility of all Bidders to register on the Town of Wayland website at [www.wayland.ma.us/bids](http://www.wayland.ma.us/bids) and by selecting **“18-1046-IFB Solid Waste and Recycling Collection”** to receive any addenda that may be issued. Notwithstanding the foregoing, it is the IFB bidder’s responsibility to ensure that it has obtained all IFB Addenda issued prior to the submission deadline.

Every request for such interpretation should be in writing addressed to Ms. Elizabeth Doucette, Procurement Specialist, 41 Cochituate Road, Wayland, MA 01778 or via email to [edoucette@wayland.ma.us](mailto:edoucette@wayland.ma.us), and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. No addenda will be issued later than four (4) days prior to the date of receipt of bids, except addendum which includes postponement of the date for receipt of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be sent via email to all prospective bidders of record at the respective address furnished by them for such purposes. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Payment of Labor and Materials

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond for the payment of all persons performing labor and materials under this contract. The surety on such bond shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with

his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

14. Information Not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents. It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

18. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms. In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. **The Lowest bidder will be determined based on the Total Base Bid. Alternate 1 is not a factor in determining the low bidder, though may be included in the contract at the discretion of the Owner.** Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

20. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M, as amended, need not be accepted and the Owner may reject every such bid.

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. Prevailing Wage Rates are attached. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in Agreement and in such form as shall protect him performing work covered by this Contract, and the Town of Wayland and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Town shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

SECTION 00200

QUALIFICATION DATA

**CONTRACT QUALIFICATION DATA**

- a) List the exact name of your firm.

\_\_\_\_\_

- b) How many years has your firm been in business under its present business name and business organization structure? \_\_\_\_\_ years

- c) How many years has your firm been regularly and actively engaged, performing the type of work described in the specification. \_\_\_\_\_ years

- d) Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine? ☐ Yes ☐ No

If yes, please list number: (      ) \_\_\_\_\_

Indicate below three (3) references that will serve to illustrate the ability of your firm to act as the primary contractor for the contract:

Client Name and Address	Contact Person and Telephone Number
1.	
2.	
3.	

**SIGNATURE OF AUTHORIZED INDIVIDUAL** \_\_\_\_\_



SECTION 00300

FORM OF GENERAL BID

IFB #18-1046 SOLID WASTE AND RECYCLING COLLECTION

Bid of \_\_\_\_\_ (hereinafter called "Bidder")\*

(\_\_\_\_) a corporation, organized and existing under the laws of the state of \_\_\_\_\_

(\_\_\_\_) a partnership

(\_\_\_\_) a joint venture

(\_\_\_\_) an individual  
doing business as \_\_\_\_\_

To: Town of Wayland (Awarding Authority)

The Undersigned proposes to furnish all labor and materials required for provision of **Solid Waste and Recycling Collection** in accordance with the accompanying plans and specifications provided by the Awarding Authority for the contract price specified below, subject to additions and deductions, if any, according to the terms of the specifications.

A. This bid includes addenda numbered \_\_\_\_\_

B. The proposed contract prices are:

**Transfer Station**

Trash #1 –	50 Cu.Yd.	\$ _____	Per Haul; + Per Ton \$ _____
Trash #2 –	42 Cu.Yd	\$ _____	Per Haul; + Per Ton \$ _____
Trash #3 Bulky Waste	42 Cu.Yd.	\$ _____	Per Haul; + Per Ton \$ _____
Plastic Bags	30 Cu. Yd	\$ _____	Per Haul

**Municipal Buildings**

Solid Waste	9-10 Cu.Yd	\$ _____	Per Container per dump
	5- 4 Cu.Yd	\$ _____	Per Container per dump
Recycling	5-10 Cu. Yd	\$ _____	Per Pick Up
	9-4 Cu. Yd	\$ _____	Per Pick Up Transfer Station

**Total Hauling and Tonnage**  
**Based on 2,800 Cubic tons per year:**

Year 1 TOTAL COST \_\_\_\_\_

Year 2 TOTAL COST \_\_\_\_\_

Year 3 TOTAL COST \_\_\_\_\_

**Alternate No. 1 Provision of containers**

Alternate 1: Contractor to provide seven (7) 42-yard octagonal containers in good working order and free of leaks that would be serviced by bringing in empty units to replace the full units that are to be hauled away. Price per container and deduction to total annual contract cost.

**Alternate 1 is not considered in determining low bidder. Alternate 1 may be considered during award of contract at the discretion of the Owner.**

Add annual Cost for Containers, if any      \$ \_\_\_\_\_ .  
Deduction to total annual Cost, if any      \$ \_\_\_\_\_

The undersigned agrees that if he is selected as contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

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 MGL c.29, §29F , or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

By signing and submitting a bid, the undersigned represents that in regard to the conditions affecting the work to be done and the labor and materials needed, his bid is based on his familiarization with the site in conjunction with the plans and specifications and not on any oral or other representations of any employee, officer, agent or consultant of the Awarding Authority.

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

\_\_\_\_\_  
(Name of Bidder)

By:

\_\_\_\_\_  
(Name of Person Signing Bid and Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State and ZIP Code)

To the Town of Wayland, Massachusetts (hereinafter called "Owner").

Gentlemen:

(A) The undersigned Bidder, in compliance with your invitation for bids for the project known as **18-1046-IFB Solid Waste and Recycling Collection Project**, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to provide services as specified in the bid documents for a period of three (3) years.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
\*Specify corporation, partnership or individual as applicable.

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for contract prices listed above in Section B.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a payment bond in an amount at least equal to fifty percent (50%) of the contract price in accordance with Section 00620 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for \_\_\_\_ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

---

---

---

---

---

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
----------------------------	-------------------------	----------------------------	----------------------------	---------------------------	--------------------------

a. \_\_\_\_\_

\_\_\_\_\_

b. \_\_\_\_\_

\_\_\_\_\_

c. \_\_\_\_\_

\_\_\_\_\_

d. \_\_\_\_\_

\_\_\_\_\_

e. \_\_\_\_\_

\_\_\_\_\_

f. \_\_\_\_\_

\_\_\_\_\_

Bank reference \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Bank)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under 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.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

(Type Name of Bidder)

---

(Title)

---

(Business Address)

---

(City and State)

---

(Telephone Number)

SECTION 00500

SAMPLE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_  
in the year Two Thousand and \_\_\_\_\_, between \_\_\_\_\_, with a  
usual place of business at \_\_\_\_\_, hereinafter  
called the CONTRACTOR, and the Town of \_\_\_\_\_, acting by its \_\_\_\_\_, with a  
usual place of business at \_\_\_\_\_ Street, \_\_\_\_\_, MA \_\_\_\_\_, hereinafter called the  
OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the \_\_\_\_\_  
Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \_\_\_\_\_.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before \_\_\_\_\_.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract



Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \_\_\_\$500.00\_\_\_ per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.  
  
(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings,

Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

~~There is a project Landscape Architect for this project who is Marshall Gary LLC. Except as otherwise indicated in the Contract Documents, the Landscape Architect shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Landscape Architect. Except as otherwise provided, the Landscape Architect shall have all the authority of the Owner set forth in the Contract Documents. In general, the Landscape Architect shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.~~

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or

credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
  - (1) Labor.
  - (2) Materials entering permanently into the work.
  - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
  - (4) Power and consumable supplies for the operation of power equipment.
  - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- E. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

#### 10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid  
Instructions to Bidders  
This Contract Form  
Bid Form  
Labor & Materials Payment Bond  
Non-Collusion Certificate  
Tax Compliance Certificate  
Clerk's Certificate of Corporate Vote  
Certificate of Insurance  
General Conditions  
Supplementary General Conditions  
Specifications and Addenda  
Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.



17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

**TOWN OF WAYLAND, MASSACHUSETTS**  
(Owner)

\_\_\_\_\_ Date: \_\_\_\_\_  
Nan Balmer, Town Administrator

**CONTRACTOR:** \_\_\_\_\_

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

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City and State)

Approved as Project Manager:

By \_\_\_\_\_ Date: \_\_\_\_\_  
[Project Manager and Title]

Approved as to Form:

By \_\_\_\_\_ Date: \_\_\_\_\_  
KP Law, P.C., Town Counsel

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

By \_\_\_\_\_ Date: \_\_\_\_\_  
, Director of Finance

\_\_\_\_\_  
Appropriation No.

\_\_\_\_\_  
Purchase Order No.

CERTIFICATE OF VOTE  
(to be filed if Contractor is a Corporation)

I, \_\_\_\_\_, hereby certify that I am the duly qualified  
(Secretary of the Corporation)  
and acting Secretary of \_\_\_\_\_ and I further certify that a meeting of the  
(Name of Corporation)  
Directors of said Company, duly called and held on \_\_\_\_\_, at which  
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

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

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: \_\_\_\_\_  
(Secretary of Corporation)

A True Copy:

Attest: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_  
(Date)

**CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACTS**

**You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.**

**TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

**NON-COLLUSION**

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 subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

---

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

---

**OSHA TRAINING**

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

**COMPLETE AND SIGN BELOW:**

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership, Joint Venture or  
Individual)

hereinafter called "Principal" and \_\_\_\_\_ of \_\_\_\_\_,  
(Surety)

State of \_\_\_\_\_ hereinafter called the "Surety" and licensed by the State  
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of \_\_\_\_\_, Massachusetts, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ ( ) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

_____	By	_____ Surety
		_____ (Attorney-in-Fact)
		_____
_____ (SEAL)		_____ (Address-Zip Code)
Witness as to Surety		
_____		
_____		
(Address-Zip Code)		

NOTE:      Date of Bond must not be prior to date of Contract.    If Contractor is a Partnership, all partners should execute Bond.

## SECTION 00800

### SUPPLEMENTAL CONDITIONS

	<u>Page</u>
1. Introduction	2
2. Prevailing Wage Rates	2
3. Insurance Requirements	2-3
4. Incorporations of Applicable Provisions of the Massachusetts General law	4
5. Wage rates	Appendix 5

#### **§ SC 1.1 INTRODUCTION**

The following provisions modify, change, delete from or add to Section 00500 Agreement. Where any Subsection of the Agreement is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

#### **§ SC 2.1 PREVAILING WAGE**

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Appendix A herein.

#### **§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE**

In no case shall the limits of liability be less than the following:

The Contractor shall provide Certificates of Insurance coverage as listed below and shall be provided by insurer(s) licensed to do business in the Commonwealth of Massachusetts. Said insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

Certificates evidencing that such insurance are in full force and effect shall be delivered to the Town simultaneously with the final execution of this contract, and renewal certificates will be provided annually throughout the contract term. Failure to do so shall constitute a material breach of this contract and be grounds for immediate termination.

The Contractor's Liability Policies shall be so written that the Town of Wayland and the Architect shall be named as "**Additional Insured**" and that the Town will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation, and shall include:

1. Workers' Compensation Insurance as required by law
2. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit
3. Vehicle Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability per accident, with a \$3,000,000 Annual Aggregate Limit.

INCORPORATIONS OF APPLICABLE PROVISIONS OF THE MASSACHUSETTS  
GENERAL LAW

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Condition



## SECTION 01030

### ALTERNATE 1

#### DESCRIPTION OF ALTERNATE WORK

**Alternate 1:** Contractor to provide seven (7) 42-yard octagonal containers in good working order and free of leaks that would be serviced by bringing in empty units to replace the full units that are to be hauled away. Price per container.

Alternate 1 is not considered in determining low bidder. Alternate 1 may be considered during award of contract at the discretion of the Owner.

**APPENDIX**  
**WAGE RATES**