

Addendum #1

TOWN OF WAYLAND INVITATION FOR BIDS

#19-1017-IFB

STONE'S BRIDGE STABILIZATION

NOTE: Submission deadline remains scheduled for Thursday, July 19, 2018 at 2:00 PM

The Town of Wayland is issuing this addendum to provide information that was not provided in the original IFB package, as well as provide clarifications based upon questions received from Contractors relative to the project.

Acknowledgement of receipt of this addendum is required in all submitted bids.

A) This addendum provides responses to the following questions:

1. No Bid Form found in Package?

Response: Attached Invitation to Bid contains Instructions to Bidders and the Bid Form.

2. Unable to locate Genista Lydia "Bangle" in local nurseries . Please advise.

Response: For Bid purposes carry an allowance of \$3000 for the 47 Genista Lydia "Bangle". A source of supply or suitable alternative will be negotiated during project submittal process.

Issued July 17, 2018

TOWN OF WAYLAND

INVITATION FOR BID

IFB #19-1017

Stone's Bridge Stabilization

Ben Keefe
Public Buildings Director
508-358-3696
bkeefe@wayland.ma.us

ISSUED: JULY 5, 2018

SUBMISSION DEADLINE: JULY 19, 2018 AT 2:00PM

Table of Contents

Instructions to Bidders	1
Form for General Bid.....	6
Bid Bond Form.....	6
▪ Bidder’s Qualifications and Reference Form.....	8
▪ Statement of Corporate Authority	9
▪ Certificate of Tax Compliance	10
▪ Certificate of Non-collusion	11
▪ Certificate of OSHA Compliance.....	12
Contract Forms (Informational Only - Not required at time of bid submittal)	13
▪ General Contract for the Provision of Goods and/or Professional Services.....	13
Payment Bond Form	27
Wage Rate Requirements	29
▪ Notice to Awarding Authorities and Contractors.....	29
▪ Statement of Compliance.....	29
▪ Weekly Payroll Report Form	30
▪ Department of Labor Minimum Wage Rates	31

**LEGAL NOTICE
TOWN OF WAYLAND
INVITATION FOR BIDS
STONE'S BRIDGE STABILIZATION
19-1017-IFB**

Sealed Bids for the STONE'S BRIDGE STABILIZATION , in Wayland, Massachusetts, will be received at the Facilities Department, 2nd Floor, Wayland Town Building, 41 Cochituate Road, Wayland, MA 01778 until 2:00 PM, Thursday July 19, 2018, immediately after which the bids will be opened and read publicly. The estimated value of the Contract is \$400,000. The Contract shall commence upon Notice to Proceed.

The work of this contract generally consists of the stabilization of the arches of the dry masonry constructed Stone's Bridge a historically significant bridge that is not used for traffic of any kind located over the Sudbury River in Wayland, MA..

Bid documents will be available, free of charge, on or after 2:00 PM on Thursday, July 5, 2017, and may be electronically downloaded from the Town of Wayland website at www.wayland.ma.us/bids by selecting "19-1017-IFB STONE'S BRIDGE STABILIZATION" or may be obtained at the Facilities Department.

Bid Deposit: Bid bond, cash, or certified or Treasurer's check in an amount not less than five percent (5%) of the value of the total bid.

Surety Bonds: Labor & Materials Payment Bond – fifty percent (50%) of the value of the total bid, and Insurance Coverage are required at the time of award.

This Bid is subject to provisions of M.G.L. Chapter 30 §39M, 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.

Ben Keefe
Public Building Director
508-358-3786

For publication in the *Wayland Town Crier*, Thursday July 5, 2017

For publication in *Central Register*, Wednesday, July 4, 2017

For publication in *CommBuys*, Wednesday, July 4, 2017

IFB #19-1017
INVITATION FOR BID

Stone's Bridge Stabilization

Instructions to Bidders

1.01 Definitions

- A. Bidding documents include the advertisement, Invitation to Bid, Instructions to Bidders, Form for General Bid, Bidder's Qualification Forms, Wage Rate Requirements and the proposed contract documents including any addenda issued prior to receipt of bids. The Contract Document proposed for the work consists of the General Contract for the Provision of Goods and/or Professional Services between the contractor and the Town of Wayland, Certificate by Corporation to Sign Contract, Statutory Provisions for Massachusetts Public Construction Contracts, the specifications, and all addenda issued prior to and all modifications issued after the execution of the contract.
- B. All definitions set forth in contract documents are applicable to the bidding documents.
- C. Addenda are written or graphic instruments issued by the Town of Wayland prior to the execution of the contract, which modify or interpret the bidding documents by additions, deletions, clarifications or corrections.
- D. A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the bidding documents.
- E. The base bid is the sum stated in the bid for which the bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in alternate bids.
- F. An alternate bid (or alternate) is an amount stated in the bid to be added or deducted from the amount of the base bid if the corresponding change in the work, as described in the bidding documents, is accepted.

1.02 Copies of Bidding Documents

- A. Bidders may obtain complete sets of the bidding documents from the issuing office designated in the advertisement or invitation to bid.
- B. Bidders shall use complete sets of bidding documents in preparing bids. The Town of Wayland assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- C. The Town of Wayland in making copies of the bidding documents available on the above terms does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

1.03 Bidder's Representations

- A. Each bidder, by making his bid, represents that:
 - 1. He has read and understands the bidding documents and his bid is made in accordance therewith.

2. He has visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed contract documents.
 3. His bid is based upon the materials, systems and equipment required by the bidding documents without exception.
- B. By signing and submitting a bid, each bidder represents that in regard to the conditions affecting the work to be done and the labor and materials needed, his general bid is based solely 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.

1.04 Interpretation and Correction of Bidding Documents

- A. Bidders shall promptly notify the Office of the Public Buildings Director, Facilities Department, or via email by contacting bkeefe@wayland.ma.us of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents or the site and local conditions.
- B. Bidders requiring clarification or interpretation of the bidding documents shall make a written request which shall reach the Office of the Public Buildings Director, Facilities Department, or via email by contacting bkeefe@wayland.ma.us at least **four (4) days** prior to the date for receipt of bids.
- C. Any interpretations, corrections or changes to the bidding documents will be made by addenda. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections or changes.

1.05 Addenda

- A. If the Town determines to respond to any questions submitted or to amend the IFB in response thereto, the Town will do so in the form of an Addendum to the IFB issued no later than July 17, 2018, 2pm. Addenda will be sent by e-mail to all persons on record as 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.

It is the responsibility of all Bidders to register on the Town of Wayland website at www.wayland.ma.us/bids and by selecting “**19-1017-IFB Stone’s Bridge Stabilization**” 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.

- B. Addenda will be sent by email to all bidders of record at the respective addresses furnished by the bidders for such purposes.
- C. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.
- D. No addenda will be issued within 48 hours of the proposal submission date, with the exception of an addendum to extend the proposal deadline.
- E. Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt in his bid.

1.06 Preparation of General Bids

- A. Every bid must be submitted on the prescribed Form for General Bid, and must include the following required Forms:
- Bidder's Qualifications and Reference Form,
 - Bid Deposit Form,
 - Certificate of OSHA Compliance,
 - Certificate of Tax Compliance,
 - Certificate of Non-collusion.

Copies of all required forms are included with the bidding documents and are available without charge at the office of the Public Buildings Director, Facilities Department, or via download from the Town of Wayland website at www.wayland.ma.us/bids and by selecting "19-1017-IFB Stone's Bridge Stabilization".

- B. Every bid which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for, will be rejected. All blank spaces shall be filled in, in ink or typewritten, in words and figures. Use figures alone only where no space is provided for words.
- C. All bids for this project are subject to the provisions of Massachusetts General Laws c.149 as amended.

1.07 Bid Deposit

- A. Every general bid must be accompanied by a **bid deposit** equal to **five percent (5%)** of the bid amount in the form of a bid bond, cash, or a certified or treasurer's or cashier's check, issued by a responsible US bank or trust company, payable to the Town of Wayland.
- B. Every bid which is not accompanied by the required bid security will be rejected.
- C. The bid securities of all bidders, except those of the three (3) lowest responsible and eligible bidders, will be returned within five (5) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids. The bid securities of the three (3) lowest responsible and eligible bidders will be returned upon the execution and delivery of a signed agreement, or if no award is made, upon the expiration of thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids; except that, if any bidder fails to execute an agreement or fails to furnish the required payment bond, his bid security shall become the property of the Town of Wayland as liquidated damages. The total amount or portion of the bid security to be forfeited to the Town of Wayland as liquidated damages shall not exceed the difference between the bid amount of the bidder in default and the bid amount of the next lowest responsible and eligible bidder.
- D. Every bidder whose bid deposit is in a form other than a bid bond and whose bid security is not returned pursuant to the provisions of the first sentence of Paragraph C above, may file with the Awarding Authority, any time after five (5) days of the opening of the bids, Saturdays, Sundays and legal holidays excluded, a bond in an amount not less than the amount of his bid security, in a form satisfactory to the Awarding Authority, with a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Awarding Authority as surety, and conditioned upon the faithful performance by the principal of his agreements as contained in his bid. The original bid security of such bidder filing such a bond will then be returned.

1.08 Submission of Bids

- A. Each bid shall be submitted on the Form for General Bid furnished loose and separately with the bid documents. All blank spaces shall be filled in, in ink or typewritten, in

words or figures. Use figures alone only where no space is provided for words. The Form for General Bid must be signed by the bidder. The Form for General Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:

Stone's Bridge Stabilization

- B. If the bid is mailed, the bidder shall enclose his sealed bid in an outer envelope addressed as follows:

FROM: (Bidder's name and business address)
TO: Office of the Public Buildings Director
Wayland Town Building, Facilities Dept., 2nd Floor
c/o Mr. Ben Keefe, Public Buildings Director
41 Cochituate Road
Wayland, MA 01778

**PLEASE NOTE ON OUTER OVERNIGHT ENVELOPE:
"BID ENCLOSED IFB 19-1017 Stone's Bridge"**

- C. All bidders are cautioned to allow ample time for transmittal of bids. Bids received after the specified time and date will not be accepted nor recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.
- D. Any bid may be withdrawn prior to the time scheduled for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids. No telephone or telegraphic bid, change in bid or withdrawal of bid will be received nor recognized.
- E. Any questions regarding this Invitation For Bids shall be directed in writing no later than July 16, 2018, 6pm, to Mr. Ben Keefe, Public Buildings Director, 41 Cochituate Road, Wayland, MA 01778 or via email to bkeefe@wayland.ma.us. All questions will be answered via addendum to all perspective Proposers. No addenda will be issued within 48 hours of the proposal submission date, with the exception of an addendum to extend the proposal deadline.

1.09 Right to Reject Bids

- A. The Awarding Authority reserves the right to reject any or all bids if it be in the public interest to do so.
- B. Any bid containing a unit price which is unduly high or low may be rejected as unbalanced.

1.10 Method of Award

- A. The contract will be awarded to the lowest responsible and eligible bidder on the basis of the TOTAL proposed contract price. The award of contract will be made within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.
- B. Special attention is directed to the provisions of MGL 30 §39M, defining the term "lowest responsible and eligible bidder" and giving the Awarding Authority the right to require essential information in regard to qualifications.
- C. If the bidder selected as the contractor fails to execute the agreement in accordance with the terms of his bid and to furnish a payment bond as required by the bidding documents, an award will be made to the next lowest responsible and eligible bidder.

- D. The thirty (30) day time limit will not apply to a second or subsequent award made after the expiration of the time limit because the first lowest responsible and eligible bidder fails to execute the agreement or to furnish a payment bond.

1.11 Execution of Contracts

The bidder who is selected as the supplier/contractor shall execute the agreement with the owner within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof in accordance with his bid, and shall furnish with the executed agreement a **payment bond** of which shall be in the sum of **fifty percent (50%)** of the contract price, and premiums for which are to be paid by the supplier /contractor and are included in the contract price. The forms for the bonds are contained herein. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Awarding Authority. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

1.12 Sales Tax

Bidders shall not include in their bid any tax imposed upon the sales or rentals of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to construct and complete the work of this contract.

1.13 Proprietary Materials

Attention is directed to the provisions of MGL c. 30, §39M, which requires full competition of each item of material to be furnished under contracts for public work, excepting those items recorded in the public record of the Awarding Authority, deemed to be in the public interest.

1.14 Scope of Work

The base project generally consists of the stabilization of the first arch of an historic dry laid stone masonry bridge located in the Sudbury River in the Town of Wayland. Alternate #1 is the stabilization of the second arch of the bridge.

Details of the work are contained in the Project Specifications and Drawings.

Certified Payrolls:

Certified Payrolls must be attached to invoices submitted to Facilities Department (refer to **Wage Rate Requirements**).

Form for General Bid
Stone's Bridge Stabilization

From: _____ (Name of Bidder)

To: Town of Wayland/Wayland Public Schools (Awarding Authority)

The Undersigned proposes to furnish all labor and materials required for the

Stone's Bridge Stabilization

in accordance with the accompanying plans and specifications provided by the Awarding Authority, **as specified in the Scope of Work**, 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 base contract price is: _____
- C. The proposed Alternate #1 price is: _____

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.

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: _____
_____ (Signature of Bidder)

By: _____
(Name of Person Signing Bid and Title)

(Business Address)

(City, State and ZIP Code)

(Telephone Number) (Email Address)

Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as Principal, and

_____, as Surety, are

hereby held and firmly bound unto the Town of Wayland, in Wayland, Massachusetts, as Owner, in the penal sum of _____

for the payment for which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____ 2018.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Wayland a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing to **Stone's Bridge Stabilization**.

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute a deliver a contract in the Form of Contract attached (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by acceptance of said bid

this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligations as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(LS) _____
(Principal)

(Surety)

Seal _____

▪ **Bidder's Qualifications and Reference Form**

Minimum Requirements:

A Contractor must have previous experience with similar floor installation.

References:

List at least three Towns where the Bidder has completed similar floor installation; include name and telephone number of contact person.

1. _____

2. _____

3. _____

▪ **Statement of Corporate Authority**

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 _____
(the date must be ON OR BEFORE the date the officer signed the contract or 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

(Signature of Clerk or Secretary)*

SEAL HERE

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.

▪ **Certificate of Tax Compliance**

Pursuant to M.G.L. Ch 62C, Sec. 49A, I certify under the penalties of perjury that the Company named below, to the best of my knowledge and belief, has filed all state tax returns and have complied with reporting of employees and contractors, and withholding and remitting of child support and paid all state taxes required by law.

Social Security or Federal I.D. Number*

Name of Company or Corporation

Signature of Authorized Individual or Corporate Officer

Date

Please Print:

Corporate Name

Street Address

P.O. Box

City, State and Zip

*Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. Ch. 62C, §49A.

▪ **Certificate of Non-collusion**

Massachusetts General Law, Chapter 701 of the Acts of 1983 requires that bidders certify as follows:
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 section the work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Name of Company or Corporation

Signature of Authorized Individual or Corporate Officer

Date

▪ **Certificate of OSHA Compliance**

Pursuant to M.G.L. c.30, §39S, any person submitting a bid for, or signing a contract to work on, a public building or public works project estimated to cost more than \$10,000, must certify under the pains and penalties of perjury that he or she is able to furnish labor in harmony with all other elements of labor employed in the work and that all employees employed on the worksite, or in work subject to the bid, have successfully completed at least 10 hours of OSHA approved training. M.G.L. c.30, §39S applies to the commonwealth, its political subdivisions, and to any county, city, town, district or housing authority.

Name of Company or Corporation

Signature of Authorized Individual or Corporate Officer

Date

Contract Forms (Informational Only - Not required at time of bid submittal)

Town of Wayland

▪ General Contract for the Provision of Goods and/or Professional Services

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 supplemental general 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 _____ 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 ___ is not a project architect-engineer for this project who is _____. Except as otherwise indicated in the Contract Documents, the Architect/Engineer 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 Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer 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. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
 - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 - 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic

estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic

estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. 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.

F. 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, §390 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
- Performance Bond
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- General Requirements
- Specifications and Addenda
- Contract Drawings
- Schedule of Prevailing Wages
- (Strike out any inapplicable item)

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 _____, MASSACHUSETTS

(Owner)

By its _____

CONTRACTOR: _____

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____

(Owner's 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 _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____

(Owner's Accountant)

(Name)

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

Payment Bond Form

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____
_____, a corporation organized under the laws of _____
_____ and having a usual place of business in _____ in
the County of _____ and the State of _____, as
PRINCIPAL, and _____ a corporation organized under the laws of
_____ and having a usual place of business in _____ in
the County of _____, Massachusetts, as SURETY, are held and firmly bound
under to the Town of Wayland, in Wayland, Massachusetts, as OBLIGEE in the sum of _____
_____ DOLLARS (\$ _____)
lawful money in the United States of America, for payment of which well and truly to be made, we
hereby, jointly and severally, bind ourselves and our respective heirs, executors, administrators,
successors and assigns firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated _____,
2018. _____, in
Wayland, Massachusetts, which Contract in its entirety, including any Addenda is hereby referred to and
made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligations is such that if the Principal shall pay for labor
performed or furnished and materials used or employed in such construction, including lumber so
employed which is not incorporated therein and is not wholly or necessarily consumed or made so
worthless as to lose its identity, but only to the extent of its purchase price less its fair salvage value, and
including also any material specially fabricated at the order of the Principal for use as a component part
of said building so as to be unsuitable for use elsewhere, even though such materials has not been
delivered and incorporated into the building, but only to the extent that such specially fabricated
material is in conformity with the Contract and Specifications or any changes therein duly made; and
shall pay transportation charges for materials used or employed therein, which are consigned to the
Contractor or Subcontractor who has a direct contractual relationship with the Contractor; and shall
pay any sums due for the rental or hire of vehicles, steam shovels, rollers propelled by steam or other
power, concrete mixers, tools and other appliances and equipment employed in such construction; and
shall pay transportation charges directly related to such rental or hire; and shall pay any sums due
trustees or other persons authorized to collect such payments from the Principal based upon the labor
performed or furnished as aforesaid for health and welfare plans and other fringe benefits which are
payable in cash and provided for in collective bargaining agreements between organized labor and the
Principal, all in accordance with the provisions of the General Laws, Chapter 149, §29, and other sections
of said Chapter and all acts amendatory thereof or supplementary thereto (this bond being in
compliance with the requirements of said chapter to furnish security thereunder), then this obligation
shall be null and void: otherwise, it shall remain in full force and effect.

And 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 obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper officials or agents, this _____ day of _____, 2018.

ATTEST

Principal

By: _____
Title

SEAL

Surety

By: _____
Attorney in Fact

SEAL

Wage Rate Requirements

The following pages comprise the Compliance Forms, Work Classifications and Minimum Wage Rates as determined by the Massachusetts Department of Labor and Industries for this project.

- **Notice to Awarding Authorities and Contractors**

- The Massachusetts Prevailing Wage Law M.G.L. ch. 149, § 26 – 27**

- '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 building construction 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

- **Statement of Compliance**

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

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw 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.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

<p>STATEMENT OF COMPLIANCE</p> <p style="text-align: center;">_____, 20____</p> <p>I, _____, <small>(Name of signatory party)</small> <small>(Title)</small></p> <p>do hereby state:</p> <p style="text-align: center;">That I pay or supervise the payment of the persons employed by _____ on the _____ <small>(Contractor, subcontractor or public body)</small> <small>(Building or project)</small></p> <p>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.</p> <p style="text-align: right;">Signature _____ Title _____</p>

05/14

- Weekly Payroll Report Form

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:											
Employer's Signature:		Title:		Contract No.:		Tax Payer ID Number											
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet Number											
General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions													
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (Y/N)	Appr. Rate (%)	Hours Worked							Project Hours (A)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentices Standards?
 For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentices Standards.

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

YES NO
 No apprentices are identified above

Page _____ of _____
 Date Received by Awarding Authority _____ / _____ / _____

- Department of Labor Minimum Wage Rates