

City of Chelsea
Department of Public Works
Requests for Proposals
For Solid Waste and Recycling Services

The City of Chelsea, Massachusetts, population 35,000, is soliciting proposals from qualified vendors to provide services for the collection and hauling of solid waste, collection and disposal of recyclable materials, collection and hauling of yard waste and collection and disposal of white goods & CRTs. The City is requesting proposals for a 3 (three) year and a 5 (five) year contract to commence on July 1, 2016. On July 1, 2010, the City instituted a mandatory barrel and/or trash bag policy. This policy requires that all solid waste must be put out curbside in either a trash barrel or an official City trash bag which will be clearly identified.

Included in this packet is the following information:

1. Scope of Services
2. Price Proposal Sheet
3. List of Trash Route by Collection Day
4. Trash Collection Route Map
5. Public Trash Barrel Locations
6. Chelsea Housing Authority Pick up Schedule
7. Annual Tonnage Reports for Calendar Years 2010 through 2015.

The selection committee will choose a vendor based on the vendor's response to the following criteria:

- Price
- Ability to fulfill all sections of the Scope of Services
- Organizational approach
- Experience
- Interview by the Committee

Qualified vendors must meet the following minimum criteria:

- Must be in business in the State of Massachusetts for a minimum of 5 years.
- Have experience with at least three municipalities of comparable size, or larger, in the State of Massachusetts.
- Equipment must be no more than 5 years old for the duration of the contract.
- Existing contract with a duly permitted recycling facility.

Interested vendors should submit five (5) copies of the proposal with the following information:

- Completed Price Proposal Sheets
- Contractor's organizational chart
- Organizational approach
- List of references, including name, title, address and telephone number
- Name and address of recycling facility utilized by vendor
- Overview of approaches and recommendations on how your company will assist the city in an effort to increase recycling participation
- Bidder Information Form, Certificate of Non-Collusion, and Statement of Corporate Authority
- Any other information that may assist in the selection process

Proposals are due no later than 1:00 P.M. on Tuesday, April 19, 2016 to:

Dylan Cook, Chief Procurement Officer
Purchasing Department
Chelsea City Hall
500 Broadway, Room 206
Chelsea, MA 02150

Any questions or comments should be directed, in writing or by Email, to Dylan Cook, Chief Procurement Officer (dcook@chelseama.gov) by **Thursday, April 14, 2016 at 4:00 P.M.** **Any communication received after this date will not be addressed.**

Scope of Services for Solid Waste Collection & Hauling and Recycling & Yard Waste Services

A. Solid Waste

Contractor shall provide to the City all labor, services, equipment, vehicles and material required for a five-days-per-week (Monday through Friday) curbside collection and hauling of acceptable Solid Waste and Recyclable Materials generated within the City of Chelsea. In the event there is a holiday, the collection schedule will be advanced one day. No Collection shall be made prior to 7:00 A.M. or after 5:00 P.M., except with the written permission of the Director, or his designee.

B. Disposal

Collected Solid Waste shall be disposed of at the Wheelabrator facility in either Saugus or North Andover, MA, pursuant to a contract between the City and Wheelabrator Technologies, Inc. The specific facility will be selected upon the execution of this agreement.

C. Recyclable Materials

Collected Recyclable Materials shall be transported to a duly permitted recycling facility. The Contractor shall have the responsibility for the collection and disposal of all recyclable materials.

D. Yard Waste

The Contractor shall be responsible for the collection and hauling of curbside Yard Waste for a period of twelve (12) weeks per year, on dates provided by the Department of Public Works. Yard Waste shall be delivered to the compost area at the selected Wheelabrator facility, and the City will pay any applicable processing fees directly to the facility.

E. White Goods and CRTs

The Contractor shall be responsible for the collection, transportation and disposal of Light Iron, White Goods and CRTs on a daily basis to coincide with the trash collection route schedule. The City will furnish a list of all collection addresses by close of business on the day prior to collection. Any White Good or CRT which is not collected due to lack of a sticker will be reported to the DPW by the Contractor by the end of the business day.

F. Chelsea Housing Authority

Collection of Solid Waste and Recycling Materials at CHA properties shall be in accordance with the attached schedule. The Contractor shall supply containers in the quantities and sizes listed, with exception of the containers located at the Buckley Apartments & Margolis Apartments which are supplied by CHA.

The Contractor is required to thoroughly disinfect each container during the months of April, June, August and October. The City may require the exchange of containers in conditions where it deems necessary.

G. Household Hazardous Waste Day

The City schedules a Household Hazardous Waste event each spring. The Contractor shall assign a dumpster to the site for the duration of the day.

H. Containers

The Contractor shall provide the City separate containers at the DPW yard for Solid Waste, Yard Waste and Light Iron/White Goods. The Contractor shall empty and replace these containers upon notification of the Director, or his designee.

I. Collection Routes

The City's Director of Public Works shall establish collection routes, hours and days of collection. The City reserves the right to make changes to the routes and/or hours of operation for any reason.

J. Public Barrels

The City shall set out barrels in various locations throughout the city, which shall be clearly identified by marking color or type as city barrels. The City may add, delete and/or change locations of barrels at any time. The Contractor shall empty these barrels five times a week Monday through Friday no later than 8:30am.

K. Municipal Buildings

All Solid Waste at municipal buildings, excluding schools, shall be picked up on a daily basis. Recyclable Materials shall be picked up weekly from all municipal buildings, including schools.

L. Demolition Debris

Small quantities of household demolition debris, in accordance with the policies of the Department of Public Works, shall be picked up and disposed of by the Contractor. Large quantities of demolition debris defined as material resulting from the demolition of structures or parts thereof, including interior finishes and fixtures is not the responsibility of the Contractor. However, the Contractor shall notify the City's designee of locations where such conditions do exist.

M. Tires

The Contractor shall be responsible for the pick up and disposal of up to two (2) tires per household per week.

N. Reports

The Contractor shall be responsible for providing the City with a monthly report of tonnages for solid waste, recyclable, yard waste and white goods/CRTs. The City may require additional reports at its discretion.

O. Supervisor

The Contractor must have a qualified supervisor located within 10 miles of the City at all working hours. The supervisor must be equipped with a mobile cellular telephone to respond to complaints and/or emergencies.

P. Complaints

The Contractor must provide the City with a toll-free phone number to be used by residents to file complaints. All complaints must be satisfactorily resolved by the end of the business day, unless approved by the Director, or his designee.

Q. Rejected Refuse

Any refuse not collected by the Contractor must be left with a “Rejected Refuse” sticker applied in an obvious location with an explanation. A daily report of rejected refuse must be forwarded to the Director by the end of each working day. This report must minimally include the address and reason for rejecting the refuse.

R. Bulky Items

Any item that does not fit into a 50 gallon barrel will be considered a “bulky item”. No bulky item will be collected unless a City issued sticker is attached to the item. The City will furnish a list of all collection addresses by close of business on the day prior to collection. Any bulky item not collected due to lack of a sticker will be reported to the DPW by the Contractor by the end of the business day.

S. Printing

The Contractor will be responsible for the costs associated with the printing and mailing of a trash/recycling information card to all households within the City.

T. Personnel

Contractor shall employ only competent personnel. All personnel are required to wear clothing which bears the company name and/or logo. Any employee who acts in an unacceptable or offensive manner will not be permitted to work in the City of Chelsea.

U. Liquidated Damages/Penalties

The following actions shall constitute harm for which the contractor may be asked to correct and pay damages or, alternatively for which the city may have corrections made and deduct the cost of same from payment, and/or assess as penalties. Damages shall be assessed at the following rates per occurrence:

1. Failure to pick up waste spilled during hauling.....\$250.00
2. Failure to pick up waste spilled during collection.....\$50.00

- 3. Willful mishandling of containers..... \$25.00
- 4. Failure to collect acceptable waste or recyclables.....\$25.00 per container
- 5. Improper disposal of recyclable or other materials.....\$500.00 per load
- 6. Failure to finish a route in the specified time.....\$250.00 per route
- 7. Collection, transportation and/or disposal of waste not generated from the City of Chelsea:
 - First occurrence.....\$5,000.00
 - Second occurrence.....\$10,000.00
 - Thereafter.....termination of contract

V. Rights Reserved for Performance

The City's failure at any time to require performance of any provision thereof by the Contractor shall in no way affect the right of the City thereafter to enforce same. Nor shall any waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

W. Defaults

If the contractor shall fail to fulfill any provisions of this contract the city, without resort to legal proceeding, may, at the city's sole option, send special vehicles and collect such waste, or clean up or otherwise cause compliance with the provisions of this contract. All expenses for such collection and removal or other work shall be borne by the contractor and the contractor agrees that the city may retain any payments otherwise due under the contract to secure such reimbursement. Exercise of rights under this article shall not constitute waiver of the city's rights under the provisions for liquidated damages or termination

**City of Chelsea
Solid Waste Collection & Hauling
Recycling & Yard Waste Services
Price Proposal Sheet
for 3 year contract**

Description: Solid Waste collection and hauling to Wheelabrator, Saugus.

Estimated Quantities: 11,000 ton of solid waste

Year One	\$_____	lump sum
Year Two	\$_____	lump sum
Year Three	\$_____	lump sum

Description: Collection and disposal of Recyclable Material

Estimated Quantities: 850 ton of single stream

Single Stream:

Year One	\$_____	lump sum
Year Two	\$_____	lump sum
Year Three	\$_____	lump sum

Description: Collection and hauling of Yard Waste to Wheelabrator, Saugus. **Estimated Quantities:** 250 ton of Yard Waste

Year One	\$_____	lump sum
Year Two	\$_____	lump sum
Year Three	\$_____	lump sum

Description: Collection and disposal of White goods and CRTs

Estimated Quantities: 250 White goods & 250 CRTs

Year One	\$_____ per white good	\$_____ per CRT
Year Two	\$_____ per white good	\$_____ per CRT
Year Three	\$_____ per white good	\$_____ per CRT

**City of Chelsea
Solid Waste Collection & Hauling
Recycling & Yard Waste Services
Price Proposal Sheet
for 5 year contract**

Description: Solid Waste collection and hauling to Wheelabrator, Saugus.

Estimated Quantities: 11,000 tons of solid waste

Year One	\$_____	lump sum
Year Two	\$_____	lump sum
Year Three	\$_____	lump sum
Year Four	\$_____	lump sum
Year Five	\$_____	lump sum

Description: Collection and disposal of Recyclable Material

Estimated Quantities: 850 ton of single stream

Single Stream:

Year One	\$_____	lump sum
Year Two	\$_____	lump sum
Year Three	\$_____	lump sum
Year Four	\$_____	lump sum
Year Five	\$_____	lump sum

Description: Collection and hauling of Yard Waste to Wheelabrator, Saugus.

Estimated Quantities: 250 ton of yard waste

Year One	\$_____	lump sum
Year Two	\$_____	lump sum
Year Three	\$_____	lump sum
Year Four	\$_____	lump sum
Year Five	\$_____	lump sum

Description: Collection and disposal of White goods and CRTs

Estimated Quantities: 250 White goods & 250 CRTs

Year One	\$_____ per white good	\$_____ per CRT
Year Two	\$_____ per white good	\$_____ per CRT
Year Three	\$_____ per white good	\$_____ per CRT
Year Four	\$_____ per white good	\$_____ per CRT
Year Five	\$_____ per white good	\$_____ per CRT

Wheeled Recycling Carts

The City of Chelsea is also considering the implementation of a wheeled cart recycling program. Please provide a proposal for such a program based on the following information:

842 Single family homes

1201 Two family homes

951 Three family homes

246 properties with between 4 and 8 units

The proposal shall minimally outline the number and size of carts recommended for each type of residence and the cost to implement the program based on a 3 year and 5 year contract.

Trash Routes by Collection Day

Street Names	Street Numbers	Collection Day
ADMIRAL'S WAY	All	Monday
BEACON PLACE	All	Monday
BEACON ST	All	Monday
BOATSWAIN'S WAY	All	Monday
BREAKWATER COVE	All	Monday
BREAKWATER DR	All	Monday
BROADWAY	1-122	Monday
CAPTAIN'S ROW	All	Monday
CHARLES ST	All	Monday
CHESTNUT ST	0-305	Monday
COMMANDANT'S WAY	All	Monday
CONGRESS AVE	All	Monday
DIVISION ST	All	Monday
EASTSIDE AVE	All	Monday
ELDRIDGE PLACE	All	Monday
ELLSWORTH ST	All	Monday
ESSEX ST	All	Monday
FERRY ST	All	Monday
FOURTH ST	0-14	Monday
FRONT ST	All	Monday
HAWTHORNE AVE	All	Monday
HAWTHORNE COURT	All	Monday
HAWTHORNE PLACE	All	Monday
HAWTHORNE ST	All	Monday
HIGH ST	All	Monday
HIGHLAND ST	0-83	Monday
HOWELL COURT	All	Monday
JUSTIN DRIVE	All	Monday
LYNN ST EXT	All	Monday
MARGINAL ST	All	Monday
MAVERICK ST	All	Monday
MEDFORD ST	All	Monday
MILLER ST	All	Monday
MULBERRY ST	All	Monday
PARK SQUARE	All	Monday

PARK ST	All	Monday
PEARL ST	All	Monday
PEMBROKE ST	All	Monday
PINE ST	All	Monday
POPLAR ST	All	Monday
SCHOOL ST	All	Monday
SHAWMUT PLACE	All	Monday
SHAWMUT STREET	24-90	Monday
SHURTLEFF ST	15-107	Monday
SIXTH ST	0-46	Monday
SUFFOLK ST	All	Monday
TREMONT ST	All	Monday
WALNUT ST	151-241	Monday
WHARF ST	All	Monday
WILLIAMS ST	0-83	Monday
WILLOW ST	31-60	Monday
WINNISIMMET ST	All	Monday
ARLINGTON ST	32-214	Tuesday
ASH ST	All	Tuesday
AUBURN ST	All	Tuesday
BEACHAM ST	All	Tuesday
BROADWAY	134-500	Tuesday
BROADWAY	899-End	Tuesday
CABOT ST	All	Tuesday
CARROLL ST	All	Tuesday
CARTER ST	114-210	Tuesday
CHELSEA SQ	All	Tuesday
CHERRY ST	All	Tuesday
CHESTNUT ST	307-end	Tuesday
CITY HALL AVE	All	Tuesday
CLARK AVE	162-260	Tuesday
CLINTON CT	All	Tuesday
CLINTON ST	All	Tuesday
CROSS ST	All	Tuesday
EASTERN AVE	345-479	Tuesday
ELM ST	All	Tuesday
EVERETT AVE	All	Tuesday
FIFTH ST	All	Tuesday
FORBES ST	All	Tuesday
FOURTH ST	15-159	Tuesday
GILLOOLY ROAD	All	Tuesday

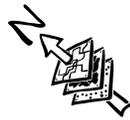
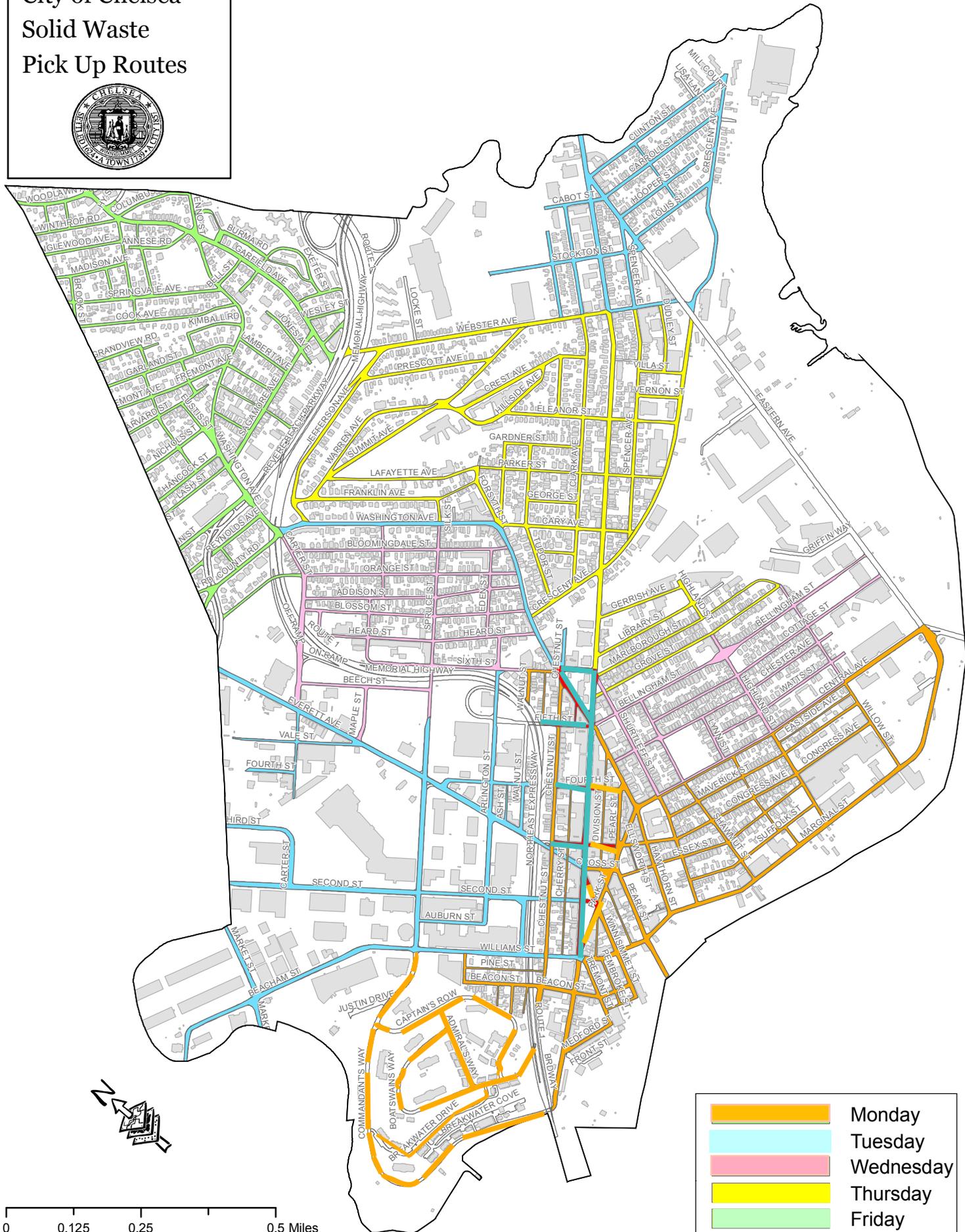
HOOPER ST	All	Tuesday
LISA LN	All	Tuesday
LOCUST ST	All	Tuesday
LOUIS ST	All	Tuesday
LUTHER PLACE	All	Tuesday
MAPLE ST	All	Tuesday
MARKET ST	All	Tuesday
MILL COURT	All	Tuesday
SECOND ST	All	Tuesday
SPENCER AVE	186-256	Tuesday
SPRUCE ST	42-200	Tuesday
STOCKTON ST	All	Tuesday
THIRD ST	All	Tuesday
VALE ST	All	Tuesday
WALNUT ST	1-150	Tuesday
WASHBURN ST	All	Tuesday
WASHINGTON AVE	1-332	Tuesday
WILLIAMS ST	88-253	Tuesday
ADDISON ST	All	Wednesday
ALBION PLACE	All	Wednesday
ARLINGTON ST	253-256	Wednesday
BEECH ST	All	Wednesday
BELLINGHAM SQ	All	Wednesday
BELLINGHAM ST	All	Wednesday
BLOOMINGDALE ST	All	Wednesday
BLOSSOM ST	All	Wednesday
BRYSON ROAD	All	Wednesday
CARMEL ST	All	Wednesday
CARTER ST	265-432	Wednesday
CENTRAL AVE	All	Wednesday
CHESTER AVE	All	Wednesday
CONTINENTAL ROAD	All	Wednesday
COTTAGE ST	All	Wednesday
EASTERN AVE	29-80	Wednesday
EDEN ST	All	Wednesday
HEARD ST	All	Wednesday
HIGHLAND ST	85-157	Wednesday
LYNN ST	All	Wednesday
ORANGE ST	All	Wednesday
SHAWMUT STREET	94-164	Wednesday
SHURTLEFF ST	111-221	Wednesday

SIXTH ST	63-155	Wednesday
SPRUCE ST	231-339	Wednesday
WATTS ST	All	Wednesday
WILLOW ST	72-127	Wednesday
BROADWAY	569-899	Thursday
CARY AVE	All	Thursday
CARY SQ	All	Thursday
CLARK AVE	8-154	Thursday
CRESCENT AVE	All	Thursday
CREST AVE	All	Thursday
DUDLEY ST	All	Thursday
EASTERN AVE	50-311	Thursday
ELEANOR ST	All	Thursday
FAY SQ	All	Thursday
FITZ TERRACE	All	Thursday
FORSYTHE ST	All	Thursday
FRANKLIN AVE	All	Thursday
GARDNER ST	All	Thursday
GEORGE ST	All	Thursday
GERRISH AVE	All	Thursday
GREEN ST	All	Thursday
GRIFFIN WAY	All	Thursday
GROVE ST	All	Thursday
HIGHLAND ST	209-230	Thursday
HILLSIDE AVE	All	Thursday
JEFFERSON AVE	All	Thursday
JOHN ST	All	Thursday
LAFAYETTE AVE	All	Thursday
LAWRENCE ST	All	Thursday
LIBRARY ST	All	Thursday
LOCKE ST	All	Thursday
MARLBOROUGH ST	All	Thursday
MERRITT ROAD	All	Thursday
PARKER ST	All	Thursday
PARKWAY COURT	All	Thursday
PRESCOTT AVE	All	Thursday
SILK ST	All	Thursday
SPENCER AVE	11-182	Thursday
STURGIS ST	All	Thursday
SUMMIT AVE	All	Thursday
TUDOR ST	All	Thursday

VERNON ST	All	Thursday
VILA ST	All	Thursday
WARREN AVE	All	Thursday
WEBSTER AVE	All	Thursday
WEBSTER COURT	All	Thursday
WILLARD ST	All	Thursday
WILLOUGHBY ST	All	Thursday
ADAMS ST	All	Friday
ANNESE ROAD	All	Friday
BASSETT ST	All	Friday
BELL ST	All	Friday
BROOK ST	All	Friday
BURMA ROAD	All	Friday
CHEEVER ST	All	Friday
CLYDE ST	All	Friday
COLUMBUS ST	All	Friday
COOK AVE	All	Friday
COUNTY RD	All	Friday
DARTMOUTH ST	All	Friday
ENGLEWOOD AVE	All	Friday
EUSTIS ST	All	Friday
EVELYN ROAD	All	Friday
EXETER ST	All	Friday
FENNO ST	All	Friday
FRANKLIN ST	All	Friday
FREMONT AVE	All	Friday
GARFIELD AVE	All	Friday
GARLAND ST	All	Friday
GRANDVIEW ROAD	All	Friday
GUAM ROAD	All	Friday
HANCOCK ST	All	Friday
HARVARD ST	All	Friday
HOOTEN WAY	All	Friday
HY-SIL AVE	All	Friday
INGLESIDE AVE	All	Friday
JONES AVE	All	Friday
KIMBALL ROAD	All	Friday
LAMBERT AVE	All	Friday
LASH ST	All	Friday
LAUREL ST	All	Friday
LAWNDALE AVE	All	Friday

LYONS SQ	All	Friday
MADISON AVE	All	Friday
MEADOW ROAD	All	Friday
MURRAY ST	All	Friday
NICHOLS ST	All	Friday
NORMANDY ROAD	All	Friday
OVERLEA	All	Friday
PALMER COURT	All	Friday
PALMER ST	All	Friday
PERKINS ROAD	All	Friday
PROSPECT AVE	All	Friday
REVERE BEACH PKWAY	All	Friday
REYNOLDS AVE	All	Friday
SAGAMORE AVE	All	Friday
SAIPAN ROAD	All	Friday
SPRINGVALE AVE	All	Friday
SPRINGVALE COURT	All	Friday
STAFFIERY ROAD	All	Friday
UNION ST	All	Friday
WASHINGTON AVE	350-end	Friday
WESLEY ST	All	Friday
WINTHROP ROAD	All	Friday
WOODLAWN AVE	All	Friday

City of Chelsea Solid Waste Pick Up Routes



0 0.125 0.25 0.5 Miles

	Monday
	Tuesday
	Wednesday
	Thursday
	Friday

Public Barrels

51	BROADWAY	VINYL
100	BROADWAY	VINYL
103	BROADWAY	VINYL
130	BROADWAY	BIG BELLY
138	BROADWAY	VINYL
150	BROADWAY	VINYL
156	BROADWAY (across)	VINYL
172-176	BROADWAY (across)	VINYL
194	BROADWAY	VINYL
235	BROADWAY	VINYL
248	BROADWAY	BIG BELLY
267	BROADWAY	VINYL
274	BROADWAY	VINYL
324	BROADWAY	BIG BELLY
333	BROADWAY	BIG BELLY
350	BROADWAY	BIG BELLY
365	BROADWAY	BIG BELLY
424	BROADWAY	BIG BELLY
466	BROADWAY	VINYL
GAZEBO	BROADWAY	VINYL
472	BROADWAY	BIG BELLY
500	BROADWAY	BIG BELLY
500	BROADWAY (across @ monument)	VINYL
569	BROADWAY	2 VINYL
601	BROADWAY	VINYL
698	BROADWAY	VINYL
756	BROADWAY	VINYL
902	BROADWAY	VINYL
944	BROADWAY	BIG BELLY
1000	BROADWAY	VINYL
	ARLINGTON & FIFTH ST	ORNAMENTAL
101	BEACON ST	VINYL
8	CENTRAL AVE	VINYL
8	CENTRAL AVE (across)	BIG BELLY
175	HAWTHORNE ST@BUNKER HILL	<u>4</u> VINYL
9	PARK ST	VINYL
19	PARK ST	<u>2</u> ORNAMENTALS
	EVERETT AVE @ CHESTNUT	BIG BELLY
106	GARFIELD AVE	ORNAMENTAL
72	SAGAMORE AVE	ORNAMENTAL
144	SAGAMORE AVE	ORNAMENTAL
22	FIFTH ST	BIG BELLY
2	WASHINGTON AVE	VINYL

12	WASHINGTON AVE	BIG BELLY
40	WASHINGTON AVE	VINYL
45	WASHINGTON AVE	VINYL
48	WASHINGTON AVE	VINYL
84	WASHINGTON AVE	ORNAMENTAL
100	WASHINGTON AVE	VINYL
144	WASHINGTON AVE	ORNAMENTAL
162	WASHINGTON AVE	ORNAMENTAL
166	WASHINGTON AVE	ORNAMENTAL
170	WASHINGTON AVE	BIG BELLY
201	WASHINGTON AVE	VINYL
212	WASHINGTON AVE	ORNAMENTAL
254	WASHINGTON AVE	ORNAMENTAL
300	WASHINGTON AVE	ORNAMENTAL
322	WASHINGTON AVE	VINYL
357	WASHINGTON AVE	VINYL
372	WASHINGTON AVE	BIG BELLY
373	WASHINGTON AVE (across)	VINYL
383	WASHINGTON AVE	VINYL
425	WASHINGTON AVE	VINYL
560	WASHINGTON AVE	ORNAMENTAL
584	WASHINGTON AVE	ORNAMENTAL
610	WASHINGTON AVE	ORNAMENTAL
	WASHINGTON @ GARDNER ST	ORNAMENTAL

CHA TRASH PICK UP SCHEDULE

Scrivano Apartments	4 Webster Court	2	10 CY	MWF	
Scrivano Apartments	4 Parkway Court	2	10 CY	MWY	
Mace Apartments	4 Clinton Court	2	10 CY	MWF	
Mace Apartments	3 Mill Court	2	10 CY	MWF	
Margolis Apartments	260 Clark Avenue	3	3 CY	MWF	CHA owns 3
Buckley Apartments	14 Bloomingdale Street	2	3 CY	MWF	CHA owns 2
Union Park Apartments	46 Orange Street	1	2 CY	MWF	
Union Park Apartments	40 Sixth Street	1	2 CY	MWF	
Union Park Apartments	44 Sixth Street	1	2 CY	MWF	
Pratville Apartments	9 Guam Road	1	10 CY	MWF	
Pratville Apartments	33 Gaum Road	2	10 CY	MWF	
Pratville Apartments	91 Burma Road	1	10 CY	MWF	
Innes Apartments	170 Central Avenue	2	10 CY	MWF	
Innes Apartments	210 Central Avenue	1	10 CY	MWF	
Innes Apartments	230 Central Avenue	1	10 CY	MWF	
Innes Apartments	61 Watts Street	1	10 CY	MWF	
Fitzpatrick Apartments	Trash Barrels				
	(2 barrels for each unit)				
	(70 UNITS)				
Burma Road	2,4,6,8,10,12,14,16,				
	18,20,22,24,31,33,35,				
	37,39,41		Curbside	Weekly	
Normandy road	12,14,16,18,20,22,				
	35,37,41,45		Curbside	Weekly	
Revere Beach Parkway	370,372,376,380		Curbside	Weekly	
Saipan Road	2,4,6,8,10,12,14,17		Curbside	Weekly	
	19,21,23,25,27				
51 Exeter Street	Maintenance	1	30cy - trash	as needed	
		1	30cy - brush	as needed	
	Old Television Pickup			Weekly	
	Dumpster totals	17	10 cy		
		5	3 CY		
		3	2 CY		
		2	30 CY		

Calendar year	Solid Waste tonnage	Recycle tonnage
2010	11527	526
2011	11658	772
2012	10555	850
2013	10065	877
2014	10292	858
2015	10588	1008

**Responder Information Form
Time and Attendance System**

(To be first page of Response)

Name of Company:

Address:

Telephone #:

Fax #:

Email Contact:

Is the Company a:

Corporation _____

Partnership _____

Sole Proprietorship _____

Publicly Held _____

Privately Held _____

Names and address of the Principals, Owners, Directors, Officers:

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature

Date

Name (Please Print)

Title

Company

Address

Contact Number

STATEMENT OF CORPORATE AUTHORITY

REQUIRED (IF CORPORATION) IF A CORPORATION, COMPLTE BELOW OR ATTACH TO EACH SIGNED COPYOF THE BID A NOTORIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTORIZED ABOVE.

At a duly authorized meeting of the Board of Directors of _____ held
on _____ Date _____ Name of Corporation

at which time all voted that _____
Name _____ Officer

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such person _____ under seal of the Company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____
Clerk

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the _____
_____ and that _____ is

duly elected _____ of said Company, and that
the above vote has not been amended or rescinded and remains in
full force and effect as of the date of this contract.

(Clerk's Signature)

(CORPORATE

SEAL)

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____
to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My Commission Expires:

SAMPLE CONTRACT

CITY OF CHELSEA CONTRACT FOR SERVICES over \$10,000

This agreement (the "Agreement") is made and entered into by and between the City of Chelsea (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and

[NAME]
[ADDRESS]
[ADDRESS 2]
(hereinafter the CONTRACTOR)

For mutual consideration the Parties hereby agree as follows:

ARTICLE 1. DEFINITION.

This CONTRACT as used herein shall consist of this Agreement, and the "contract documents" which include but are not limited to the following identified items and all documents, and forms submitted therewith, or attached hereby.

- Attachment A: Scope of Services, and/or other bid package materials
- Attachment B: Additional Contract Terms and Conditions
- Attachment C: Certificate of Non-Collusion, Tax Compliance Certification, Statement of Corporate Authority
- Attachment D: Summaries of Laws Regarding State Ethics - Acknowledgment of Receipt
- Addenda through #

ARTICLE II. AMOUNT AND TERM.

Pursuant to the terms and conditions stated in the Contract, this CITY agrees to pay an amount not to exceed \$ _____, and the Contractor agrees to perform the services detailed in the Contract. The Contract shall commence on or about _____ (the "Commencing Date") unless earlier terminated pursuant to Article IV, Termination and shall terminate no later than _____, unless a written amendment to renew or extend this contract is executed in accordance with the provisions of this CONTRACT.

ARTICLE III. PERFORMANCE.

The Contractor agrees to provide all goods and/or services set forth in the Invitation for Bid/Request for Proposal Documents, Scope of Service, the Contractor's proposal for " _____ " and/or as outlined in ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE IV. TERMINATION.

i) Without Cause. The CITY may terminate this CONTRACT on sixty (60) calendar days' notice, or may suspend this CONTRACT for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the CITY, by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR.

ii) For Cause. If the CONTRACTOR is determined by the CITY to be in default of any term or condition of CONTRACT, the CITY may terminate this contract on thirty (30) days' notice by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR. If the CITY is determined by the CONTRACTOR to be in default of any term or condition of this CONTRACT the CONTRACTOR may terminate this contract on thirty (30) days' notice by providing notice to the CITY, which shall be in writing and shall be deemed delivered and received when given in person to the CITY, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CITY.

iii) Default. Events of default under this CONTRACT shall include, but are not limited to the following: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure to perform any of its obligations under this CONTRACT including, but not limited to the following: (i) failure to commence performance of this CONTRACT at the time specified in this CONTRACT due to a reason or circumstance within the CONTRACTOR'S reasonable control, (ii) failure to perform this CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of this CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR'S reasonable control, (iii) failure to perform this CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of this CONTRACT, including, but not limited to, the provision of insurance or failure to comply with nondiscrimination provisions, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

ARTICLE V. REMEDIES OF THE CITY.

The City hereby retains all remedies in law and equity, including but not limited to, the right to deduct the cost of any substitute contract or performance for expenses, losses, and all damages and the right to withhold from payment, any amounts for expenses, losses, and damages from sums due, or which become due.

ARTICLE VI. REMEDIES OF THE CONTRACTOR.

If the Contractor, due to any act or omission for which the City is legally responsible, sustains damages, other than loss, non-conformance, or non-performance, the Contractor may request, within 30 days of the alleged act or omission from the City, a sum equal to the amount of such damages sustained by the Contractor, which amount may be determined by the City in writing, at the City 's sole discretion, provided that the Contractor has provided to all signatories of this Agreement, a detailed, written statement of such damages and cause thereof within said 30 day period.

ARTICLE VII. ASSIGNABILITY.

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest, rights or obligations in this CONTRACT without the prior written consent of the City Manager. In the event of such assignment the CITY reserves the right to deal with any assignee subcontractor or transferee directly and the CONTRACTOR agrees to remain bound by all terms and conditions of this CONTRACT in accordance with its original tenor and in no way shall the CONTRACTOR be relieved of its responsibilities and obligations under this CONTRACT. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

ARTICLE VIII. INDEMNIFICATION.

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect, at its sole discretion, to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.

The CONTRACTOR shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and CONTRACTOR shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY evidence of such insurance prior to the execution of this contract and before the same shall be binding on the parties thereto, except if specifically waived in Attachment B.

Prior to commencement of any work and until completion of its work under this CONTRACT, the CONTRACTOR shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:

1. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of \$1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.
2. CONTRACTOR'S Equipment Coverage (or a certification of self-insurance satisfactory to the CITY) must be provided on an "All Risks" basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the CONTRACTOR.
3. Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of \$1,000,000 general aggregate, and \$500,000 per occurrence.

All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies and certificates of insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

ARTICLE X. CORPORATE CONTRACTOR.

If CONTRACTOR is a corporation, CONTRACTOR shall endorse the Certificate of Corporate Authority for the CONTRACTORS' signatory (Exhibit C), or shall otherwise provide a form similar in nature and substance acceptable to the CITY at the City's sole discretion.

If CONTRACTOR is a non-profit corporation, CONTRACTOR shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This CONTRACT shall not be enforceable against the CITY unless and until the CONTRACTOR complies with this Article. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

ARTICLE XI. SUBJECT TO APPROPRIATION.

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.

In the event any portion of this Agreement is to be funded with alternate funding including but not limited to state, local, federal or private grant funding. In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of such state, local, federal or private grant.

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY. The CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The CONTRACTOR shall at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

ARTICLE XIII. AUDIT, INSPECTION, RECORDKEEPING.

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CITY shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of their weekly payroll records to the awarding authority. Once collected, the awarding authority is also required to preserve those records for three years.

ARTICLE XV. CONFLICT OF INTEREST.

i) CITY. No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the CONTRACTOR shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

ii) CONTRACTOR. CONTRACTOR agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees further stipulate that in the performance of this CONTRACT, no person having any such interest shall be employed. Conflicts of Interest include but are not limited to (a) immediate family relationships with officials of the CITY, (b) instances where the CONTRACTOR, his/her/its agents, servants or employees during the period of this CONTRACT was connected as an officer, employee or member of the governing body of the CITY, and (c) instances where the CONTRACTOR has an interest in any CITY department, its agents, servants or employees or parcels of land within the CITY. Compliance with this section shall be material to the CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees must disclose any and all such interests in writing to the CITY.

ARTICLE XVI. PAYMENT.

The City agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth any invoice which has been approved by the City Manager or his authorized designee within thirty (30) days of receipt of such invoice at the Office of the City Auditor. Each invoice shall detail the work completed.

Subject to pending statutory appeal rights, the City hereby reserves the right and the CONTRACTOR hereby agrees that the City may deduct from the sum(s) otherwise payable under this CONTRACT any outstanding taxes, fines, fees and/or other municipal charges prior to disbursement to the CONTRACTOR.

ARTICLE XVII. CONFLICT.

In the event there is a conflict between these Articles any Attachment, these Articles shall supersede the Attachments.

ARTICLE XVIII. WAIVER AND AMENDMENT.

The provisions contained in this CONTRACT may be modified only by the express written consent of the Parties. Any amendments, must be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

The failure of any party to insist on the strict performance of any term, covenant or condition to this CONTRACT, at anytime, or in any one or more instances, or its failure to take advantage of any of its rights, or any course of conduct or dealing, shall not be construed as a waiver or a relinquishment of any such rights or conditions at any future time and shall, in no way act, as a waiver by any party of a breach of another party or have any affect on the continuance of or the full force and affect of any or all of the provisions of this Contract. The waiver of any provisions must be in writing and executed by all signatories to this Agreement prior to the force and effect of any such waiver.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

ARTICLE XIX. CERTIFICATION.

IN WITNESS WHEREOF, THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

- a. TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.
- b. DEBARMENT. The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.
- c. AMERICANS WITH DISABILITIES ACT. The CONTRACTOR is aware of the Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE XX. FORUM AND CHOICE OF LAW

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth of Massachusetts, exclusive of its conflicts of law provisions. Any and all

proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. Each of the Parties hereto irrevocably consents to and waives any objection to the exercise of personal jurisdiction by the state and federal courts of the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.

ARTICLE XXI. TAXES

CONTRACTOR shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable pursuant to this Contract, which may be assessed against the CONTRACTOR or the CITY which are directly attributable to CONTRACTOR'S activities under this CONTRACT (the "Taxes"). CONTRACTOR shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.

ARTICLE XXII. NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when delivered in hand or deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described herein or when delivered by messenger or overnight mail service to the correct addressee. Unless otherwise specified, Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

All notices shall be sent to the persons and addresses listed below. CONTRACTOR and the CITY shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this CONTRACT any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

All Notices shall be forwarded to:

FOR THE CITY
Thomas G. Ambrosino, City Manager
500 Broadway
City Hall
Chelsea, MA 02150

With a Copy to:
Cheryl Watson Fisher
City Solicitor
Law Department, Room 307
500 Broadway
Chelsea, MA 02150

FOR THE CONTRACTOR:

[NAME]
[ADDRESS]
[ADDRESS 2]

ARTICLE XXIII. CONSIDERATION

The Parties mutually agree to enter into this CONTRACT for good and valuable consideration.

ARTICLE XXIV. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The CONTRACTOR represents and warrants (i) the CONTRACTOR has all requisite corporate power and authority to enter into this CONTRACT and to perform the obligations of the CONTRACTOR; (ii) that this CONTRACT has been duly and validly authorized, executed and delivered by the CONTRACTOR; (iii) the execution and delivery of this CONTRACT does not violate or conflict with any other agreement, license or obligation; (iv) the CONTRACTOR is duly organized, legal and validly existing and in good standing in the Commonwealth of Massachusetts; (v) that the CONTRACTOR is duly qualified and authorized to do business in the Commonwealth of Massachusetts; (vi) the CONTRACTOR is in compliance and is current with any payments under all federal, state and local tax laws; (vii) the CONTRACTOR will obtain any and all permits which may be necessary to perform the obligations of this CONTRACT; (viii) the CONTRACTOR will timely perform its obligations required by this CONTRACT.

ARTICLE XXV. THIRD PARTY BENEFICIARIES

This CONTRACT shall not be construed to create any third party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

ARTICLE XXVI. ENTIRE CONTRACT

This CONTRACT constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

ARTICLE XXVII. LIABILITY OF MUNICIPALITY

The CITY shall not be liable to CONTRACTOR for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless expressly specified herein.

ARTICLE XXVIII. HEADINGS

Heading used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this CONTRACT or any of its provisions.

ARTICLE XXIX. DAYS

Any reference to "days" in this CONTRACT, shall be deemed to mean business days (Monday through Friday, excluding generally recognized holidays) except where specific reference is made to calendar days.

ARTICLE XXX. SURVIVAL

The parties agree that the provisions of ARTICLE II – AMOUNT AND TERM; ARTICLE III – PERFORMANCE; ARTICLE V- REMEDIES OF THE CITY; ARTICLE VI- REMEDIES OF THE CONTRACTOR. ARTICLE VII – ASSIGNABILITY; ARTICLE VIII – INDEMNIFICATION; ARTICLE IX- WORKER’S COMPENSATION AND OTHER INSURANCE; ARTICLE XI-SUBJECT TO APPROPRIATION; ARTICLE XII – DOCUMENTS, MATERIALS, ETC; ARTICLE XIII – AUDIT, INSPECTION, RECORDKEEPING; ARTICLE XIV- WEEKLY PAYROLL RECORDS REPORT; ARTICLE XVI – PAYMENT; ARTICLE XVIII – WAIVER AND AMENDMENT; ARTICLE XIX – CERTIFICATION; ARTICLE XX- FORUM AND CHOICE OF LAW; ARTICLE XXI – TAXES; ARTICLE XXIV- REPRESENTATIONS AND WARRANTIES OF THE

CONTRACTOR; ARTICLE XXVII- LIABILITY OF THE MUNICIPALITY; ARTICLE XXX – SURVIVAL; and ARTICLE XXXI - SEVERABILITY shall survive the expiration or any earlier termination of this CONTRACT.

ARTICLE XXXI. SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable, the remaining terms shall not be affected and shall remain in full force and effect. The Agreement shall be interpreted as if the illegal, invalid or unenforceable provision had not been included in it and the invalid or unenforceable provision shall be stricken and shall be replaced by a mutually acceptable provision which being valid and enforceable comes closest to the intention of the parties with respect to the invalid or unenforceable provision.

ARTICLE XXXII. ADVICE AND COUNSEL

The CONTRACTOR hereby acknowledges and agrees that CONTRACTOR has read this Agreement in its entirety and that CONTRACTOR has had the opportunity to consult legal and financial advisors of their choosing regarding the execution, delivery and performance of their obligations, hereunder.

ARTICLE XXXIII. COUNTERPARTS

This CONTRACT may be executed in counterpart.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the parties have hereto and to three other identical instruments set forth their hands the day and year first above written.

THE CONTRACTOR

CITY MANAGER

Company Name

Thomas G. Ambrosino, City Manager

Status (Corporation/Non-corporate)

Signature & Title

Please Print Name & Title

Dylan Cook
Chief Procurement Officer

Date

Taxpayer Identification Number

APPROVED AS TO FORM:

Cheryl Watson Fisher
City Solicitor

Approved as to Contract Manager:

I CERTIFY THAT FUNDS HAVE BEEN
ENCUMBERED IN THE AMOUNT OF
\$_____ FOR THIS CONTRACT
Appropriation Number:

Department Head Name
Department Name
City of Chelsea

Edward M. Dunn
City Auditor

ATTACHMENT A

SCOPE OF SERVICES

INSTRUCTIONS FOR DEPARTMENT AND CONTRACTOR: Please attach for reference purposes a copy of all bid/proposal documents, including but not limited to (i) invitations/instructions for bidders (ii) invitation/instructions for proposers, (iii) general and specific conditions, and please provide a detailed description of all types of goods and/or services that will be provided pursuant to this CONTRACT, not otherwise provided in any bid/proposal instructions, specifications, conditions or other documents.

ATTACHMENT B

ADDITIONAL CONTRACT TERMS AND CONDITIONS

INSTRUCTIONS FOR DEPARTMENTS: Please specify any additions or modifications to the terms and conditions (not to conflict with the public procurement laws or City ordinances or regulations)

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

TAX COMPLIANCE CERTIFICATION

STATEMENT OF CORPORATE AUTHORITY

CERTIFICATE OF NON-COLLUSION
MANDATORY

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dated: _____

Name of Company or Corporation

Authorized Official's Signature

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that I have complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.

Signature

Social Security or Federal ID No.

Date

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____

held on _____ at which time all voted that _____

of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its Corporate seal thereto, and such execution of any contract

of obligation in this Company's name on its behalf by such person _____ under seal of the Company, shall be valid and binding upon this Company.

A TRUE COPY,
ATTEST: _____

PLACE OF BUSINESS:

DATE OF THIS CONTRACT:

I hereby certify that I am Clerk of _____ and that

_____ is duly elected _____

of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk's Signature)

(CORPORATE SEAL)

ATTACHMENT D

City of Chelsea **Conflict of Interest Law** Compliance Statement and Requirements for Vendors

On July 1, 2009, the Legislature enacted Chapter 28 of the Acts of 2009 which made changes to Mass. General Laws c. 268A and c. 268B, the Massachusetts' Conflict of Interest Law. On November 9, 2009, the Chelsea City Council designated the Chelsea City Solicitor as the Municipal Liaison to the State Ethics Commission and responsible for the facilitation of Chelsea's obligation to comply with the changes in the law.

The City has a requirement for compliance, which is to make sure that all municipal elected officials, board and commission members, and employees **including vendors** are provided copies of the Summaries of the Ethics Laws.

Enclosed is a packet that should be copied and provide to each one of your employees who are assigned to work in Chelsea; including yourself. At the end of the summary is an acknowledgement of receipt of the summary. The acknowledgments must be submitted along with any purchase order or contract with the City of Chelsea. All documents pursuant to this new law will be kept on file in the City Clerk's Office

The Procurement Officer will contact you directly, if there is a determination that you or your staff should undergo the Conflict of Interest Online Training Program.

If you have any questions, feel free to contact the Chelsea City Solicitor at 617-466-4150 as soon as possible.

Summary of the Conflict of Interest Law for Municipal Employees

This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, phone number, and address above. Municipal counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a municipal employee for conflict of interest law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or town and the employee is a "key employee" under the contract, meaning the town has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts.

II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

Municipal employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth \$50 or more. A number of smaller gifts together worth \$50 or more may also violate these sections.

Example of violation : A town administrator accepts reduced rental payments from developers.

Example of violation : A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions . There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission's website.

Example where there is no violation : A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

Example where there is no violation : A town treasurer attends a two-day annual school featuring multiple substantive seminars on issues relevant to treasurers. The annual school is paid for in part by banks that do business with town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before her in the six months before or after the annual school.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b)(2) and 26)

A municipal employee may not use her official position to get something worth \$50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use her official position to get something worth \$50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation : A full-time town employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation : A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of violation : A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19)

A municipal employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Example of violation : A school committee member's wife is a teacher in the town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of violation : A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example : A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation : An appointed member of the town zoning advisory committee, which will review and recommend changes to the town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth \$50 or more, or cause another person to do so.

Example of violation : A public works director directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))

A municipal employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone or that she can be improperly influenced. Section 23(b)(3) requires a municipal employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for a city or town. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

Example where there is no violation : A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the

chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b)(3).

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Municipal employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (See Section 23(b)(1))

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her municipal job.

Example : A police officer may not work as a paid private security guard in the town where he serves because the demands of his private employment would conflict with his duties as a police officer.

(b) Divided loyalties. Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited. Acting as agent or attorney for anyone other than the city or town in a matter involving the city or town is also prohibited whether or not you are paid. (See Sec. 17)

Because cities and towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation : A full-time health agent submits a septic system plan that she has prepared for a private client to the town's board of health.

Example of violation : A planning board member represents a private client before the board of selectmen on a request that town meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for "special" municipal employees than for other municipal employees.

The status of "special" municipal employee has to be assigned to a municipal position by vote of the board of selectmen, city council, or similar body. A position is eligible to be designated as "special" if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as "special" and not the person or persons holding the position. Selectmen in towns of 10,000 or fewer are automatically "special"; selectman in larger towns cannot be "specials."

If a municipal position has been designated as "special," an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example : A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example : A member who sits as an alternate on the conservation commission is a special municipal employee. Under town by-laws, he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

(c) Inside track. Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect

financial interest in a contract that the city or town has with someone else. This provision is intended to prevent municipal employees from having an "inside track" to further financial opportunities.

Example of violation : Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation : A selectman buys a surplus truck from the town DPW.

Example of violation : A full-time secretary for the board of health wants to have a second paid job working part-time for the town library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation : A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover serving as an unpaid volunteer in a second town position, housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation : A former school department employee works for a contractor under a contract that she helped to draft and oversee for the school department.

(b) One year cooling-off period. For one year after you leave your municipal job you may not

participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example : An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the town in connection with the company's work on the contract for one year after leaving the town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.

(c) Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

Example : While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at his architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example : A former town counsel joins a law firm as a partner. Because she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after her job with the town ended.

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This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, <http://www.mass.gov/ethics>, contains further information about how the law applies in many situations.

You can also contact the Commission's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

Version 5: Revised December 23, 2011

City of Chelsea
Conflict of Interest Law

Compliance Statement and Requirements for Vendors

ACKNOWLEDGMENT OF RECEIPT

I, _____,
(first and last name)

an employee at _____,
(name of vendor)

hereby acknowledge that I received a copy of the summary of the conflict of interest law for municipal employees, revised December 23, 2011, on

_____.
(date)

(signature)

The City has a requirement for compliance, which is to make sure that all **vendors** are provided copies of the Summary of the Conflict of Interest Law for Municipal Employees (including Vendors).

VENDORS should copy the Summary of the Conflict of Interest Law and provide it to each one of the employees who are assigned to work in Chelsea.

Each employee shall complete the "Acknowledgment of Receipt" and the Vendor shall return the acknowledgments-only (Vendor keeping the Summary for their records) to the Chelsea the Chelsea Procurement Office.

The "Acknowledgment of Receipt" must be submitted along with any purchase order or contract with the City of Chelsea



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

Prevailing Wage Rates

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

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

Awarding Authority: City of Chelsea
Contract Number: 2016-161 **City/Town:** CHELSEA
Description of Work: Solid Waste and Recycling Services
Job Location: Chelsea, MA 02150

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Laborer / Driver <i>{Teamsters 25}</i>	01/01/2016	\$26.41	\$9.16	\$0.00	\$0.00	\$35.57
	07/01/2016	\$26.69	\$9.31	\$0.00	\$0.00	\$36.00
	01/01/2017	\$26.75	\$9.31	\$0.00	\$0.00	\$36.06
	07/01/2017	\$26.84	\$9.31	\$0.00	\$0.00	\$36.15
	07/01/2018	\$26.96	\$9.31	\$0.00	\$0.00	\$36.27
	07/01/2019	\$27.09	\$9.31	\$0.00	\$0.00	\$36.40

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.