

## **Addendum # 1 8/19/2011**

### **Town of Westford HVAC Maintenance and Repair Bid 2011**

The town of Westford is providing answers to the following questions received regarding the 2011 Maintenance and Repair of HVAC Systems bid that is due on 9/1/2011. **Sealed bids shall be accepted at the Town Manager's office in the Westford Town Hall, 55 Main Street, Westford, MA until Thursday, September 1, 2011 at 2:00 p.m.** at which time they shall be publicly opened.

#### **Question 1. What equipment is in each building?**

*Answer 1. Please see attached equipment list. This list contains a representative listing of equipment in each facility. The list does not show all of the equipment in the facilities and it also may contain equipment that is no longer in use.*

#### **Question 2. In the bid page 6, section C. item 1 requires bidders to examine all buildings prior to bid submission. Is there a building walkthrough?**

*Answer 2. No, there is not a scheduled walkthrough. An equipment list is provided that shows the address for each building. Bidders should contact Town Manager's office at 978-692-5501 for information about how to access specific buildings.*

#### **Question 3. Does this bid include maintenance and service of the HVAC controls?**

*Answer 3. No*

#### **Question 4. Will the fixed annual rates for preventive maintenance entered in the table on Page 11 be considered in the rule for award?**

*Answer 4. No.*

## EQUIPMENT LIST

Dept	Building	Address	Approx. Building Square Footage	Draft Description of Equipment PLEASE NOTE: BUILDINGS MAY HAVE OTHER EQUIPMENT NOT LISTED BELOW
COA	Cameron Senior Center	20 Pleasant Street	15000	Two Thermal Solutions Evolution Boilers 03/2010 model EVA0750BN1-UACM, AHU-1 and AHU-2 AAON Coil Products model M2H008R8AA0C0, AHU-3 AAON Coil Products model M2 H005R8AAOCO, two AAON Coil Products Model CC-B-017-2-D-2, six Sanyo ECOi W-3 Way Multi model CHDZ09053 Split type air conditioner, EF Greenheck model Cube-180HP-15-6
Fire	Former Fire Substation	54 Broadway St	2500	gas fired steam boiler, gas fired hot water heater
Fire	Rogers Fire Station	39 Town Farm Road	10000	F-1,2,3,4 York Diamond 90 natural gas furnaces UH-1,2,3,4 AA Modine High Efficiency II Nat ags unit heaters in garage bays, ACCU-1 American Standard Allegiance 13 model 2A7A3036A1000AA, ACCU-2 York modelH1RA024S06D, ACCU-3 York model H2RA060S06D, ACCU-4 York model H2RA030S06D
Fire	Center Fire Station	51 Main Street	6800	Two Lochinvar Knight Boilers, One First Co. AHU model 48VHBXB-HW, One Carrier 2009 heat pump model 24ACB348A300, One Dayton hydronic UH, Three Modine hydronic UH model V139501, Three GE thru wall electric heat/cool units, One Fujitsu Halcyon unit, One thru wall electric AC unit.
Fire	Nabnasset Fire Station	14 Oakhill Rd	2200	One York Diamond 90 nat gas model G1UA036S21C, one York Chiller model H2RA036S06E, one Modine High Efficiency II
Highway	Highway Facility	28 North Street	50000	ACCU#1American Standard Trane model Odyssey TTA090A400FA, ACCU#2American Standard Allegiance 10 model 2A7C0060A4000AA, ACCU#3 American Standard Trane Odyssey model TTA120B400DA, ACCU#4 American Standard Allegiance 10 model 2A7C0072A4000AA, ACCU#5 Mitsubishi Electric Mr Slim model PU18EK1, AHU#1,3,4 McQuay model CAH006FDAC, AHU#2 McQuay model ?, Boiler#1 DeDietrich 2004 model GT307/11A w/Power Flame Burner model JR30A-10, Boiler#2 DeDietrich 2004 model GT307/11A w/Riellors Series Power Burner model# 538, MAU-1,2 Sterling 2/21/05 model GMSIDI-150-HRS w/Power Flame Burner model # J50A-15, MAU-3 Sterling 2/22/05 model GMSIDI-85-HRS w/Power Flame Burner model # JR30A-12U
Historical	Museum Cottage	4 Boston Road	2000	1gas fired hot air furnace
Historical	Westford Museum	2 Boston Road	1500	WEIL MCLAIN CI Boiler
Library	J.V. Fletcher Library	50 Main Street	22000	Lochinvar Boilers(x3)
Police	Police Station	53 Main Street	22000	Two Smith Cast Iron Boilers 19 Series-8 w/Power Flame Burners model CR1-GO-12HBS-8 dual fuel, AHU-1&2 Carrier in attic, AhU-3 in ceiling, AHU-4 Scanco in attic, one Carrier model 30GT-070-610BG, one Heil CU one Carrier model 24ABR336A0031010, one model DFC2A312J1 CU

## EQUIPMENT LIST (CONTINUED)

Dept	Building	Address	Approx. Building Square Footage	Draft Description of Equipment PLEASE NOTE: BUILDINGS MAY HAVE EQUIPMENT OTHER THEN WHAT IS LISTED BELOW
Recreation	Town Farm Building	35 Town Farm Rd	6500	Weil McLain Model EGH85SPI Gas Fired Steam Boiler, Burnham Independence Model SIN9LNS-LE2 Gas Fired Steam Boiler, Suburban Model DL11-1220-ETA Gas Fired Unitary Furnace exterior combination furnace/air conditioning system (installed 6/99), Trane Model YCC024F1LOBE Forced Air Furnace with cooling, outdoor installation (installed 6/99)
School	Westford Academy	30 Patten Road	296000	3 well mclain, 17 section boilers, pvi water heater, 10 york roof units
School	Rita Miller School	1 Mitchell Way	83000	(4) well Mclain units, (1) aon unit, (2) american standard AC units
School	John A Crisafulli School	13 Robinson Road	77100	(2) CLEVER BROOKS FIRE TUBE Boiler, PVI STG Water heater FD, MCQUAY REFRIG. SYSTEM
School	Stony Brook School	9 Farmers Way	150000	(4) BUDERUS CI Boiler, (2) PVI STG Water heater FD, (3) TRANE REFRIG. SYSTEM
Tech	Technology Center	1 East Prescott Street	2000	American Standard Trane XL90 model TXC025C4HPCO Nat Gas FHA Furnace w/Aprilaire Automatic dehumidifier model 600, Two Chillers Trane XR11 2003 model 2TTR1024A1000AA, Stand alone AC unit LG model LP1311BXR
Town Hall	Town Hall	55 Main Street	12000	System Type - Baseboard Heat and Forced Air, Two Gas Boilers - Knight Model # KBN210 FC-1 services the second floor meeting room Trane Model # BCHC072, FC-2 services the vault and records storage Data Aire Model # DTAU-0232, CU-1 services the vault and records storage Data Aire Model # DARC-0332, FC-3 services the basement file room Trane Model # BCVC036 Chiller System CH-1 Trane Model # CGAM030, CUH-1 services the rear Main Entrance - Rittling Model # RFRW-03, CUH-2 services the Main Street stairwell - Rittling Model # RFRW-04, Two Basement Unit Heaters - Rittling Model # RH-33, Fifteen VAVs control air flow Trane Model #s VCCF05 (2), VCCF06(6), VCCF08(6), VCCF10(1), Two Hot Water Pumps - Bell & Gossett Series 90, Two Cold Water Pumps - Bell & Gossett Series 1510., ECH-2 two electric cabinet heaters - Marley Model # WH4408NW
Water	Water Department Building	17 Nutting Road	6500	One Sterling nat gas AHU model QVSD-200M, Four Sterling nat gas UH model QVSF-150, One Berko nat gas UH model HUHAA748, Two Berko electric wall units model FRA4024
Water	Water Department Offices	60 Forge Road	16000	AHU-1 Lennox model CBH17-135-3, RF-1 Sterling model ?, RF-1 Greenheck BSQ-200-10, CU-1 Lennox model HS29-120-2Y, GF 1-A Sterling model QVSD-150M, GF 1-B Sterling model QVSD-150M, four Sterling nat gas UH model QVSF-100, DH 1-A DCA dehumidifier
Water	Old Water Works	63 Forge Village Road	8000	One Weil-McLain CGM Boiler model CGM-4, Four Sterling Radiator Unit Heaters model CF-100

**TOWN OF WESTFORD  
MASSACHUSETTS**

**2011 MAINTENANCE AND REPAIR OF HVAC SYSTEMS  
INVITATION TO BID**

The town of Westford will accept sealed bids for a contractor to provide maintenance and repair of HVAC systems for all municipal buildings. Bid specifications are available on the town of Westford website or at the Town Manager's office in the Westford Town Hall, 55 Main Street, Westford, MA Monday – Friday, 8 am – 4 pm starting August 3, 2011. **Sealed bids shall be accepted at the Town Manager's office in the Westford Town Hall, 55 Main Street, Westford, MA until Thursday, September 1, 2011 at 2:00 p.m.** at which time they shall be publicly opened. All sealed bids should be clearly labeled **HVAC BID**. The Town reserves the right to accept or reject any or all bids and to waive informalities if deemed in the Town's best interest to do so. Questions can be sent by fax to 978-399-2557 or email to [procurement@westfordma.gov](mailto:procurement@westfordma.gov).

The Board of Selectmen, or their designee, will make one contract award to the responsible and responsive bidder (as determined by the town) with the lowest price. The town reserves the right to accept or reject any or all bids if it be in the town's best interest to do so. Bid proposals and prices shall stand as submitted for a period of 60 business days or until the contract is executed.

## Town of Westford

## SPECIFICATIONS FOR

**2011 Maintenance and Repair of HVAC Systems****I. General Purpose**

This bid is solicited for the purpose of procuring emergency, routine, and preventive maintenance services to be provided to the town of Westford municipal buildings and schools for a minimum of one year with the option to extend annually for an additional two years.

**II. Scope of Work**

Provide all labor, materials, equipment, tools, and supervision necessary for maintenance and repair of existing HVAC systems for municipal buildings as directed by the Town Manager or designee, in accordance with the existing conditions, requirements.

**A. General Requirements**

- 1) Contractor shall furnish all labor, materials, equipment, staging, and trucking as required for work in all buildings in accordance with all specifications.
- 2) Unit prices submitted on bid forms will be effective for one year from the date of award of the contract and can be extended for two (2) additional one (1) year periods by written agreement between the town and the successful bidder. The town shall have the unilateral option to extend the contract. The contemplated contract resulting from this IFB is an “on-call” repair/replacement contract for time and materials as well as periodic preventive maintenance services. No specific guarantee as to the total value of the contract is made.
- 3) In the table provided, bidders shall enter a total annual rate for each building to have a preventive maintenance program. The annual rate shall include all travel, wages, and related costs for a minimum of 3 scheduled inspections per year of each building as authorized by the town. The scheduled inspections shall include one spring start-up (cooling inspection), one fall start-up (heating inspection), and one minor inspection. After contract award the Town Manager will notify the Contractor within 30 days which buildings will participate in the preventive maintenance program. **Bidders shall include a sample checklist or inspection sheet that will be used for preventive maintenance inspections with bid submission.**
- 4) Contractor shall obtain all permits, inspections, licenses, and certificates required for work under this section. All work shall be performed in strict conformity with all laws, regulations, and ordinances of the federal, state, and municipal governments and all departments and bureaus thereof having jurisdiction.
- 5) All work shall be authorized by the Town Manager or his/her designee. Work under a specific work order/request shall begin and end upon the recording by a representative of the town of the arrival and departure time of the contractor at the jobsite. It shall be incumbent upon the contractor to notify the Town Manager or his/her designee of their arrival at and departure from

the jobsite. A copy of the service report (including date of work, start time and finish time, name(s) of person(s) performing work and time each person worked, brief description of the work, name and number of parts repaired or replaced, and recommendations or comments pertaining to the condition or operation of the equipment) shall be left at the Town Manager's Office upon the completion of the work. All repairs, adjustments, and alterations to the systems covered by this contract are subject to the owner's approval.

- 6) All parts installed and/or materials used are to be exact duplicate, or an approved substitute of the original used and/or specified by the manufacturer of the equipment, and in every case, guaranteed as per manufacturer's specification(s). All materials and equipment supplied by the contractor must be free of any lien, claim, or encumbrance.
- 7) Inspections and repairs are to be made 7:00 a.m. through 4:00 p.m., Monday through Friday. The Town Manager or his/her designee may authorize work outside normal working hours or days.
- 8) Hourly rates shall include all travel and mileage costs. No separate travel, truck, or equipment charges will be accepted. No other method or items of compensation shall be paid other than the basis specified herein.
- 9) Invoicing for all work must be done monthly and must be accompanied by copies of original bills for material used. Invoices must indicate separate charges for labor and materials, and material charges must be itemized. The contractor may only invoice for parts that have been furnished and installed; parts on order shall not be billed prior to installation. All invoices shall reference the relevant work order number for the authorized work. Monthly payroll reporting forms for prevailing wage rates and signed statement of compliance must be submitted to the Town Manager's Office at the end of any month in which work is accomplished. No invoices will be processed for payment without the above referenced documentation. The town reserves the right to audit vouchers for material to determine proper pricing.
- 10) Work performed during a specific fiscal year must be submitted before the end of that fiscal year. Work performed at or near the end of any fiscal year (June 30) must be invoiced immediately.
- 11) Purchases made by the town are exempt from state sales tax and federal excise taxes and material prices must exclude such taxes. Tax exemption certificates will be furnished upon request.
- 12) All workmanship by the successful bidder shall be guaranteed against failure or defects during normal use for a period of one (1) year from the date of completion of the work. All materials and parts supplied by the successful bidder will have the standard manufacturers' warranties. Any defective materials or parts supplied by the contractor shall be replaced at no cost to the town.
- 13) The contractor must supply all applicable MSDS forms as requested by the town. Pursuant to MGL Chapter 111F, Sections 8-10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The contractor agrees to comply with all requirements set forth in the pertinent laws.

- 14) Any town property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the contractor. All material and debris shall be cleaned up immediately and removed from the building, leaving the premises in a clean condition.

**B. Detailed Specifications**

- 1) The contractor must be a qualified, certified HVAC contractor who has a 365 day per year, 24-hour service department. The contractor must have a minimum of 5 years experience in the HVAC industry. The contractor shall use trained and certified mechanics to perform the services, directly employed and supervised by him.
- 2) All mechanics shall have a copy of all required certifications and licenses on file. All persons operating a motor vehicle on town property must have a copy of the required motor vehicle license on file.
- 3) Repair work will be performed on an *on-call basis* as needed and determined by the Town Manager or his/her designee. Response time for regular service calls must be within four (4) hours and for emergency calls within two (2) hours. The contractor must be available on a 24-hour basis in case of emergencies and shall employ an answering service or cellular telephone capable of reaching a service person twenty-four (24) hours a day. Answering machines are not acceptable.
- 4) The contractor shall furnish to the owner a written report on each piece of equipment within seventy-two (72) hours after each preventive maintenance scheduled visit and within seventy-two (72) hours after each non-scheduled service visit indicating all work performed. These reports will be kept in a service log in a place designated by the Town Manager.
- 5) During each service visit, the equipment shall be tagged by the contractor indicating the date and the personnel who performed the work. The tag should indicate whether the work was for repair or service. Contractor's failure to report or tag equipment, as specified, may result in non-compliance of this contract and be subject to termination.
- 6) The contractor shall establish an effective system for accomplishing scheduled preventive maintenance. The contractor shall notify the Town Manager or designee of its preventive maintenance schedule within ten (10) days after the effective date of this contract. The contractor shall perform all preventive maintenance according to manufacturer's recommendations.
- 7) The contractor shall give personal supervision to the work and shall employ a competent mechanic during the progress of the work. The contractor shall employ an efficient number of competent workmen who are experienced thoroughly in this type of work. It will be presumed that most jobs will require only one worker. When more than one worker will be on the job, advance agreement between the Town Manager and his/her designee and the Contractor is required.
- 8) The contractor shall be required to be available, at no cost to the Town, during the working day, at times mutually convenient to himself and a representative of the town of Westford for

consultation regarding potential work, to visit work locations, and to prepare estimates. If requested by the Town Manager or any other authorized representative of the town, the contractor will supply a written estimate of the work to be done. There shall be no fee charged for any such estimate.

- 9) If the contractor finds upon examination of the assigned job that the work will be more extensive than originally ordered, he should contact the Town Manager or his/her designee within 24 hours for authorization to proceed with the additional work.
- 10) The town reserves the right to purchase equipment and material to be installed under this contract. In all cases, all replaced parts are to be left with the town representative, unless otherwise directed.
- 11) The contractor may employ for his own use the present electrical and water services in order to perform the work to be done on the sites where work is to be done. He shall be held responsible for all damages to such services or equipment, or damage caused by such services, if such damage were by reason of his or his subcontractors' use of such services or equipment.
- 12) The prevailing wage rates, as determined by the Massachusetts Department of Labor and Workforce Development and any amendments are applicable to any work performed by the successful bidder. Current prevailing wage sheet attached.
- 13) Buildings covered under this contract shall include\*:

Dept	Building	Address	Approx Square Footage
COA	Cameron Senior Center	20 Pleasant Street	15000
Fire	Former Fire Substation	54 Broadway St	2500
Fire	Rogers Fire Station	39 Town Farm Road	10000
Fire	Center Fire Station	51 Main Street	6800
Fire	Nabnasset Fire Station	14 Oakhill Rd	2200
Highway	Highway Facility	28 North Street	50000
Historical	Museum Cottage	4 Boston Road	2000
Historical	Westford Museum	2 Boston Road	1500
Library	J.V. Fletcher Library	50 Main Street	22000
Police	Police Station	53 Main Street	22000
Recreation	Town Farm Building	35 Town Farm Rd	6500
School	Westford Academy	30 Patten Road	260000
School	Rita Miller School	1 Mitchell Way	83000
School	John A Crisafulli School	13 Robinson Road	79220
School	Stony Brook School	9 Farmers Way	120000
Technology	Technology Center	1 East Prescott Street	2000
Town Hall	Town Hall	55 Main Street	12000
Water	Water Department Building	17 Nutting Road	6500
Water	Water Department Offices	60 Forge Road	16000
Water	Westford Water Old Water Work	63 Forge Village Road	8000

\*The Town of Westford reserves the right to add locations or delete locations from this list at any time.

**C. Bid Requirements:**

- 1) Examination of all Buildings prior to bid submission is highly recommended. Each bidder must acquaint themselves with the circumstances and conditions of these buildings as they exist, that he/she may fully understand the facilities, difficulties, and restrictions applicable to the execution of the work under these specifications. Please call 978-692-5501 for more information. By submitting a bid, the contractor agrees and warrants that he/she has examined the buildings listed above, is aware of conditions on the premises, and has reviewed the specifications.
- 2) The bid proposal must be filled out on the form prescribed and enclosed in a sealed envelope which shall be endorsed on the outside, "BIDS" and shall indicate the title of the proposal "HVAC BID" as well as the name and address of the bidder.
- 3) In case of any ambiguity, inconsistency, error or omission in any of the bid documents, or a conflict between the provisions in a bid regulation, the bidder is required to draw such matters to the attention of town. The town will, in turn, clarify the situation as to the true interpretation thereof, and notify each and every person who has received the bid documents through the issuance of an Addendum. The town will not be held responsible for any oral instructions. If the bidder fails to draw such matters to the attention of the town, as outlined herein, then his bid conclusively will be presumed to have been based upon the interpretation which may be given subsequently by the town or, if such conflict is with a law or regulation, the bid conclusively is presumed to be predicated upon full compliance therewith.
- 4) This IS NOT a request for proposals. Bidders must meet the minimum stated requirements, and shall be evaluated based upon the requirements herein.
- 5) Any questions regarding this solicitation or specifications must be in writing to the Town Manager prior to the bid due-date. Potential bidders are encouraged to provide written questions no later than one week prior to the bid opening so that, if appropriate, an amendment to the solicitation may be initiated and delivered.
- 6) The bidder is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all bids are based upon full compliance with the various provisions contained herein. The same documents will be incorporated by reference into the contract documents.
- 7) All bidders must sign and submit the attached certificates as to corporate bidder, non-collusion, and tax compliance.
- 8) No bid received after the closing time and date established in this IFB for the receipt of bids will be considered regardless of the cause for delay.
- 9) A bidder may correct, modify, or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal and received by the town prior to the time and date set for the bid opening.

- 10) Bidders are required to complete and submit the Qualification and Reference Forms provided in this bid package in accordance with instruction printed therein. The town has the option of awarding the contract according to qualification and not solely on price as deemed in the best interest of the town.

D. Rule for Award:

- 1) The pricing of labor, materials (including markup) as well as experience, qualifications and references will be used to evaluate bids.
- 2) The successful bidder must have demonstrated experience performing similar services for municipalities or school districts over the past five years.
- 3) In order to be responsive to this IFB, each bidder's company must have:
  - a. Five (5) or more years in the HVAC industry;
  - b. Representation of fleet vehicle and licensed personnel capable of responding within the required response time(s); and,
  - c. Three (3) municipal references indicating the bidder's service quality, response time, personnel qualifications, business and billing office competence, equipment and part locating and pricing ability.
  - d. A copy of the preventive maintenance checklist(s) or inspection sheet(s) that will be used to during three scheduled inspections per year.
  - e. Any certifications and/or licenses of personnel to be utilized during the term of this contract must be attached to each bid.
- 4) The successful bidder must possess adequate labor, equipment, engineering, and management capabilities to effectively service this contract over the anticipated term, including all renewal options.
- 5) The availability and proximity of the contractor's prime business location, as well as experience with school and municipal building work, shall be considered in its ability to respond to the town.
- 6) Items or services equaling or exceeding the specifications will be considered as meeting the specifications.
- 7) Bids submitted pursuant to this IFB will be reviewed and evaluated pursuant to standards required by MGL Chapter 149, considering the lowest responsible and eligible bidder's pricing structure, first in regard to hourly rate and overtime rate and provided that overtime does not exceed 1.5 times the base hourly rate and overtime rate does not exceed 2.0 times the base hourly rate.
- 8) Bidders must acknowledge receipt of addenda in space provided on the bid form
- 9) Failure to comply with the above requirements or any attached specifications will be justification to reject any bids as incomplete.

**E. Contract Terms and Conditions:**

- 1) The parties agree that the contractor will only provide maintenance service and annual safety inspections to the facilities that have been authorized by the town manager's office and will only be compensated for the service that is performed. The parties understand that the total number of facilities serviced in 2011 and fees paid to contractor may be less than the total contract amount.
- 2) The contractor shall indemnify and hold harmless the town, and all of its officers, agents and employees against all suits, claims, and liabilities of every name and nature for any injuries to persons or damage to property arising out of or relating to any acts of, or failure to act by, the Contractor, his/her employees, agents, or subcontractors, in the performance of the work of this contract or failure to comply with the terms and conditions of the contract.
- 3) The town reserves the right to cancel the contract on fifteen (15) days notice and to award the contract to the next lowest bidder on evidence of the contractor's failure to perform in accordance with specifications, and the contractor shall have no legal recourse or claim against the town.
- 4) The town may cancel this contract at any time without cause upon thirty days prior notice. The town may cancel this contract at any time for just cause upon 24-hours written notice. Upon termination, the Contractor is only entitled to be paid for work performed and completed and not for lost profits and/or any indirect overhead costs.
- 5) The contractor shall conform to all requirements of federal, state, and local laws, including prevailing wage laws.
- 6) Copies of all certifications and licenses for personnel utilized during the term of the contract must be updated, kept current and maintained on-file with the town during the term of the contract.
- 7) There must be no assignment to third parties unless expressly agreed to in writing by the town.
- 8) The selected contractor(s) shall provide Blanket Performance Bonds and Materials/Payment Bonds each in the amount of \$1,000.00, issued by a surety satisfactory to the town with a signed contract for the term of the contemplated contract. Neither the value of such Bonds, nor the potential value of each contemplated contract shall in any way require the Town Department to place repair and replacement orders up to such amounts during any term of the contemplated contract(s).
- 9) By submitting a bid, the contractor agrees to execute the contract, provide insurance certificates, bonds, and other required documents, and to commence work within the time limits specified herein.
- 10) The contract shall be considered to include all terms and conditions required to be included in it by Massachusetts General Laws, as amended, as though such terms were set forth in full therein.

### Bid Forms

#### A. Contract Agreement

The undersigned proposes to furnish all labor and materials as is required for this contract for buildings owned and operated by the town of Westford in accordance with the accompanying specifications, requirements, terms and conditions contained herein for the contract price specified.

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

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

#### B. References and Qualifications

1. Do you have at least five (5) years demonstrated experience performing similar services for municipalities or school districts?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

2. Can you respond to normal service calls within four (4) hours?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

3. Can you respond to emergency calls within two (2) hours?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

4. Do you have the vehicles and licensed personnel capable of performing the requested services within the required response time?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

5. Do you possess adequate labor, equipment, engineering, and management capabilities to effectively service this contract over the anticipated term, including all renewal options?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

6. In what city or town is your primary place of business located and may we visit your facilities?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

7. Have you or your firm ever been terminated on an awarded contract, or have you ever otherwise failed to complete any work awarded? \_\_\_\_\_ Yes                      \_\_\_\_\_ No

If "yes," attach a description of the circumstances on a separate sheet.

8. Please list the names of three (3) municipalities or school districts that you have provided similar services to within the last three (3) years.

Municipality/District: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Term (e.g. 2001-2004): \_\_\_\_\_ Total Value: \_\_\_\_\_

Municipality/District: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Term (e.g. 2005-2008): \_\_\_\_\_ Total Value: \_\_\_\_\_

Municipality/District: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Term (e.g. 2005-2008): \_\_\_\_\_ Total Value: \_\_\_\_\_

**C. Acknowledgement of Addenda**

For each addendum received, write “received” initial next to the number to verify contents were incorporated into this bid submission.

Addendum # 1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

Addendum #3 \_\_\_\_\_

**D. Pricing**

**Fixed Rates for Preventive Maintenance Program**

Write the fixed rate for providing three preventive maintenance inspections for each facility listed in the table below. Also include a sample checklist or inspection sheet that will be used for preventive maintenance inspections with your bid. The town does not guarantee that any of the buildings listed below will utilize annual preventive maintenance. The fees will only be paid for buildings that have been authorized by Town Manager’s office.

<b>Fixed Annual Rates for Preventive Maintenance</b>				
<b>Dept</b>	<b>Building</b>	<b>Address</b>	<b>Fixed rate to complete 3 preventive maintenance inspections (\$)</b>	<b>Fixed rate to complete 3 preventive maintenance inspections (written in words)</b>
COA	Cameron Senior Center	20 Pleasant Street		
Fire	Former Fire Substation	54 Broadway St		
Fire	Rogers Fire Station	39 Town Farm Road		
Fire	Center Fire Station	51 Main Street		
Fire	Nabnasset Fire Station	14 Oakhill Rd		
Highway	Highway Facility	28 North Street		
Historical	Museum Cottage	4 Boston Road		
Historical	Westford Museum	2 Boston Road		
Library	J.V. Fletcher Library	50 Main Street		
Police	Police Station	53 Main Street		
Recreation	Town Farm Building	35 Town Farm Rd		
School	Westford Academy	30 Patten Road		
School	Rita Miller School	1 Mitchell Way		
School	John A Crisafulli School	13 Robinson Road		
School	Stony Brook School	9 Farmers Way		
Technology	Technology Center	1 East Prescott Street		
Town Hall	Town Hall	55 Main Street		
Water	Water Department Building	17 Nutting Road		
Water	Water Department Offices	60 Forge Road		
Water	Westford Water Old Water Work	63 Forge Village Road		

**Hourly Rates for On-call Services**

The following hourly rates are for on-call services as described in the bid. Hours are for evaluative purposes only and do not reflect actual estimate of hours required under contract. On each line enter the hourly rate that will be billed to the town for Mechanic/Tradesman and Helpers in the first space. In the second space, multiply the hourly rate by the number hours shown to calculate the fee for services.

Hourly Rates (Mechanic/Tradesman):

- 1. Monday – Friday 7:00 a.m. – 4:00 p.m. \$ \_\_\_\_\_/hr x 50 hrs\* = \$ \_\_\_\_\_
- 2. Monday – Friday 4:00 p.m. – 7:00 a.m. \$ \_\_\_\_\_/hr x 10 hrs\* = \$ \_\_\_\_\_
- 3. Saturdays, Sundays, Holidays \$ \_\_\_\_\_/hr x 10 hrs\* = \$ \_\_\_\_\_

Hourly Rates (Helper):

- 4. Monday – Friday 7:00 a.m. – 4:00 p.m. \$ \_\_\_\_\_/hr x 50 hrs\* = \$ \_\_\_\_\_
- 5. Monday – Friday 4:00 p.m. – 7:00 a.m. \$ \_\_\_\_\_/hr x 10 hrs\* = \$ \_\_\_\_\_
- 6. Saturdays, Sundays, Holidays \$ \_\_\_\_\_/hr x 10 hrs\* = \$ \_\_\_\_\_

*\* Hours are for evaluative purposes only and do not reflect actual estimate of hours required under contract.*

**Contractor’s Mark-up**

The contractor will mark-up all supplies and outside subcontractor’s services per an agreed upon rate as shown below. In the first space enter the percent of markup and then complete the equation to provide an estimate markup on supplies and subcontractor services of \$5,000.

7. Mark-up = ( ( \_\_\_\_\_ % x \$5,000\*) + \$5,000\*) = \$ \_\_\_\_\_

*\* Material amounts are for evaluative purposes only and do not reflect actual estimate of materials required under contract.*

**8. Total Estimated Price (Sum of Lines 1 – 7) = \$ \_\_\_\_\_**

**Total above (item 8) written in words:** \_\_\_\_\_

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. (The word *person* shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.)

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

DATE OF BID \_\_\_\_\_

**E. Non-Collusion Certificate**

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.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

**F. Non-Debarment Certificate**

*The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereafter.*

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

**G. Tax Compliance Certificate**

*Pursuant to M.G.L. Chapter 62C, Chapter 49A, and Chapter 151A, Section 19A, I do hereby certify under the penalties of perjury that my company has filed all state tax returns and paid all taxes required by law and complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.*

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

**H. Certificate of Corporate Authority**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
 \_\_\_\_\_ {Name of Corporation} held on \_\_\_\_\_ {Date} at which all  
 Directors were present or waived notice, it was voted that \_\_\_\_\_  
 {Name of Officer}, by his/her position of \_\_\_\_\_ {Title of Officer}, is  
 authorized to execute contracts and bonds in the name and behalf of the said company, and affix its  
 corporate seals thereto, and such execution of any Contract or obligation in this company's name on its  
 behalf by its \_\_\_\_\_ {Title of Officer} shall be valid and binding upon  
 this company.

I hereby certify that I am the Clerk of \_\_\_\_\_ {Name of the  
 Corporation}, that \_\_\_\_\_ {Name of Officer} is the duly elected \_\_\_\_\_  
 \_\_\_\_\_ {Title of Officer} 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 below.

A true copy,

Attest: \_\_\_\_\_

{Clerk}

Place of Business: \_\_\_\_\_

Affix Corporate Seal below:



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



DEVAL L. PATRICK  
Governor

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

JOANNE F. GOLDSTEIN  
Secretary

TIMOTHY P. MURRAY  
Lt. Governor

HEATHER E. ROWE  
Director

**Prevailing Wage Rates**

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

**Description of Work:** 2011 HVAC REPAIR WORKS - HVAC contractor for emergency and routine repairs and services for town buildings.

**Job Location:** 55 Main Street (multiple)

Classification	Effective Dates and Total Rates							
<b>Construction</b>								
(2 AXLE) DRIVER - EQUIPMENT	08/01/2011	\$45.020	12/01/2011	\$45.680	06/01/2012	\$45.980		
	08/01/2012	\$46.330	12/01/2012	\$47.360				
(3 AXLE) DRIVER - EQUIPMENT	08/01/2011	\$45.090	12/01/2011	\$45.750	06/01/2012	\$46.050		
	08/01/2012	\$46.400	12/01/2012	\$47.430				
(4 & 5 AXLE) DRIVER - EQUIPMENT	08/01/2011	\$45.210	12/01/2011	\$45.870	06/01/2012	\$46.170		
	08/01/2012	\$46.520	12/01/2012	\$47.710				
ADS/SUBMERSIBLE PILOT	08/01/2011	\$107.800						
AIR TRACK OPERATOR	06/01/2011	\$47.500	12/01/2011	\$48.750				
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250						
ASPHALT RAKER	06/01/2011	\$47.000	12/01/2011	\$48.250				
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490		
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670		
BACKHOE/FRONT-END LOADER	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490		
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670		
BARCO-TYPE JUMPING TAMPER	06/01/2011	\$47.000	12/01/2011	\$48.250				
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2011	\$47.500	12/01/2011	\$48.750				
BOILER MAKER	01/01/2010	\$55.850						
APPRENTICE: BOILERMAKER - Local 29								
Ratio Step	1	2	3	4	5	6	7	8
1:5 %	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:								
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97								
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2011	\$68.940	09/01/2011	\$70.290	03/01/2012	\$71.290		
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 1 Lowell								
Ratio Step	1	2	3	4	5	6		
1:5 %	50.00	60.00	70.00	80.00	90.00	95.00		
Apprentice wages shall be no less than the following:								
Step 1\$47.01/2\$51.40/3\$55.78/4\$60.17/5\$64.55/6\$66.75								
BULLDOZER/GRADER/SCRAPER	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120		
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290		
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2011	\$51.250	12/01/2011	\$52.500				
CAISSON & UNDERPINNING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350				
CAISSON & UNDERPINNING TOP MAN	06/01/2011	\$50.100	12/01/2011	\$51.350				
CARBIDE CORE DRILL OPERATOR	06/01/2011	\$47.000	12/01/2011	\$48.250				
CARPENTER	03/01/2011	\$56.230	09/01/2011	\$57.360	03/01/2012	\$58.480		

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Director

**Prevailing Wage Rates**

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

**Description of Work:** 2011 HVAC REPAIR WORKS - HVAC contractor for emergency and routine repairs and services for town buildings.

**Job Location:** 55 Main Street (multiple)

**Classification**

**Effective Dates and Total Rates**

Classification	Ratio	Step	1	2	3	4	5	6	7	8	Effective Dates	Total Rates
APPRENTICE: CARPENTER - Zone 2 Eastern MA												
	Ratio	Step	1	2	3	4	5	6	7	8		
	1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
Apprentice wages shall be no less than the following:												
Step 1\$26.27/2\$29.47/3\$41.91/4\$43.51/5\$46.68/6\$46.68/7\$51.46/8\$50.87												
CEMENT MASONRY/PLASTERING											08/01/2011	\$65.360
											09/01/2011	\$65.870
											03/01/2012	\$66.250
CHAIN SAW OPERATOR											06/01/2011	\$47.000
											12/01/2011	\$48.250
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES											06/01/2011	\$62.290
											12/01/2011	\$62.920
											06/01/2012	\$63.490
											12/01/2012	\$64.110
											06/01/2013	\$64.890
											12/01/2013	\$65.670
COMPRESSOR OPERATOR											06/01/2011	\$49.910
											12/01/2011	\$50.350
											06/01/2012	\$50.740
											12/01/2012	\$51.190
											06/01/2013	\$51.740
											12/01/2013	\$52.290
DELEADER (BRIDGE)											07/01/2011	\$65.410
											01/01/2012	\$66.410
											07/01/2012	\$67.410
											01/01/2013	\$68.410
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS												
	Ratio	Step	1	2	3	4	5	6	7	8		
	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:												
Steps are 750 hrs. Step 1\$29.31/2\$34.57/3\$37.00/4\$39.43/5\$50.35/6\$52.75/7\$55.18/8\$60.05												
DEMO: ADZEMAN											06/01/2011	\$50.100
											12/01/2011	\$51.350
DEMO: BACKHOE/LOADER/HAMMER OPERATOR											06/01/2011	\$51.100
											12/01/2011	\$52.350
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator												
	Ratio	Step	1	2	3	4						
	1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:												
Step 1\$38.28/2\$41.49/3\$44.69/4\$47.90												
DEMO: BURNERS											06/01/2011	\$50.850
											12/01/2011	\$52.100
APPRENTICE: LABORER Demo Burners												
	Ratio	Step	1	2	3	4						
	1:5	%	60.00	70.00	80.00	90.00						
Apprentice Wages shall be no less than the following:												
Step 1\$38.13/2\$41.31/3\$44.49/4\$47.67												
DEMO: CONCRETE CUTTER/SAWYER											06/01/2011	\$51.100
											12/01/2011	\$52.350
DEMO: JACKHAMMER OPERATOR											06/01/2011	\$50.850
											12/01/2011	\$52.100
DEMO: WRECKING LABORER											06/01/2011	\$50.100
											12/01/2011	\$51.350
APPRENTICE: LABORER Demo Wrecking Laborer												
	Ratio	Step	1	2	3	4						
	1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:												
Step 1\$37.68/2\$40.79/3\$43.89/4\$47.00												

**This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27**

**Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.**



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### Prevailing Wage Rates

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

**Description of Work:** 2011 HVAC REPAIR WORKS - HVAC contractor for emergency and routine repairs and services for town buildings.

**Job Location:** 55 Main Street (multiple)

Classification	Effective Dates and Total Rates											
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
DIVER	08/01/2011	\$80.270										
DIVER TENDER	08/01/2011	\$65.320										
DIVER TENDER (EFFLUENT)	08/01/2011	\$85.380										
DIVER/SLURRY (EFFLUENT)	08/01/2011	\$107.800										
ELECTRICIAN	03/01/2011	\$68.290										
APPRENTICE: ELECTRICIAN - Local 103												
Ratio	Step	1	2	3	4	5	6	7	8	9	10	
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	
Apprentice wages shall be no less than the following Steps:						App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80						
1\$37.38/2\$37.38/3\$44.81/4\$44.81/5\$46.95/6\$49.08/7\$51.22/8\$53.35/9\$55.49/10\$57.62												
ELEVATOR CONSTRUCTOR	01/01/2011	\$66.690	01/01/2012	\$68.190								
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4												
Ratio	Step	1	2	3	4	5						
1:1	%	50.00	55.00	65.00	70.00	80.00						
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year						
Step 1\$34.26/2\$43.76/3\$48.86/4\$51.41/5\$56.50												
ELEVATOR CONSTRUCTOR HELPER	01/01/2011	\$52.830	01/01/2012	\$54.330								
FENCE & GUARD RAIL ERECTOR	06/01/2011	\$47.000	12/01/2011	\$48.250								
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	05/01/2011	\$59.380										
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	05/01/2011	\$42.930										
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	05/01/2011	\$60.770										
FIRE ALARM INSTALLER	03/01/2011	\$68.290										
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	03/01/2011	\$56.300										
FIREMAN (ASST. ENGINEER)	06/01/2011	\$55.100	12/01/2011	\$55.630	06/01/2012	\$56.100	12/01/2012	\$56.630	06/01/2013	\$57.280	12/01/2013	\$57.940
FLAGGER & SIGNALER	06/01/2011	\$38.650	12/01/2011	\$38.650								
FLOORCOVERER	03/01/2011	\$61.110	09/01/2011	\$62.360	03/01/2012	\$63.610						
APPRENTICE: FLOORCOVERER - Local 2168 Zone 1												
Ratio	Step	1	2	3	4	5	6	7	8			
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00			
Apprentice rates shall be no less than the following:						Steps are 750 hrs.						
Step 1\$28.38/2\$30.17/3\$41.41/4\$43.20/5\$46.78/6\$48.57/7\$52.15/8\$53.95												
FORK LIFT/CHERRY PICKER	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2011	\$49.910	12/01/2011	\$50.350	06/01/2012	\$50.740	12/01/2012	\$51.190	06/01/2013	\$51.740	12/01/2013	\$52.290

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### Prevailing Wage Rates

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

**Description of Work:** 2011 HVAC REPAIR WORKS - HVAC contractor for emergency and routine repairs and services for town buildings.

**Job Location:** 55 Main Street (multiple)

Classification	Effective Dates and Total Rates							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2011	\$54.910	01/01/2012	\$55.910	07/01/2012	\$56.910		
	01/01/2013	\$57.910						
APPRENTICE: GLAZIER - Local 35 Zone 2								
Ratio Step	1	2	3	4	5	6	7	8
1:1 %	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:	Steps are 750 hrs.							
Step 1	\$24.06/2	\$28.79/3	\$30.70/4	\$32.60/5	\$43.00/6	\$44.87/7	\$46.78/8	\$50.60
HOISTING ENGINEER/CRANES/GRADALLS	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490		
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670		
APPRENTICE: HOIST/PORT. ENG.- Local 4								
Ratio Step	1	2	3	4	5	6	7	8
1:6 %	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:								
Step 1	\$31.50/2	\$45.65/3	\$47.61/4	\$49.56/5	\$51.52/6	\$53.47/7	\$55.43/8	\$57.38
HVAC (DUCTWORK)	08/01/2011	\$66.740	02/01/2012	\$67.990	08/01/2012	\$69.240		
	02/01/2013	\$70.490						
HVAC (ELECTRICAL CONTROLS)	03/01/2011	\$68.290						
HVAC (TESTING AND BALANCING - AIR)	08/01/2011	\$66.740	02/01/2012	\$67.990	08/01/2012	\$69.240		
	02/01/2013	\$70.490						
HVAC (TESTING AND BALANCING -WATER)	09/01/2010	\$68.730						
HVAC MECHANIC	09/01/2010	\$68.730						
HYDRAULIC DRILLS	06/01/2011	\$47.500	12/01/2011	\$48.750				
INSULATOR (PIPES & TANKS)	09/01/2010	\$61.660						
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston								
Ratio Step	1	2	3	4				
1:4 %	50.00	60.00	70.00	80.00				
Apprentice wages shall be no less than the following:	Steps are 1 year							
Step 1	\$37.34/2	\$42.20/3	\$47.07/4	\$51.93				
IRONWORKER/WELDER	03/16/2011	\$57.520	09/16/2011	\$58.520	03/16/2012	\$59.520		
	09/16/2012	\$60.520	03/16/2013	\$61.770				
APPRENTICE: IRONWORKER - Local 7 Lawrence								
Ratio Step	1	2	3	4	5	6		
%	60.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:	Structural 1:6; Ornamental 1:4							
Step 1	\$44.77/2	\$47.96/3	\$49.55/4	\$51.15/5	\$52.74/6	\$54.33		
JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2011	\$47.000	12/01/2011	\$48.250				
LABORER	06/01/2011	\$46.750	12/01/2011	\$48.000				

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**Prevailing Wage Rates**

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

**Description of Work:** 2011 HVAC REPAIR WORKS - HVAC contractor for emergency and routine repairs and services for town buildings.

**Job Location:** 55 Main Street (multiple)

**Classification**

**Effective Dates and Total Rates**

APPRENTICE: LABORER - Zone 2									
Ratio	Step	1	2	3	4				
1:5	%	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following:									
Step 1\$35.31/2\$38.17/3\$41.03/4\$43.89									
LABORER: CARPENTER TENDER		06/01/2011	\$46.750	12/01/2011	\$48.000				
LABORER: CEMENT FINISHER TENDER		06/01/2011	\$46.750	12/01/2011	\$48.000				
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER		06/01/2011	\$46.750	12/01/2011	\$48.000				
LABORER: MASON TENDER		06/01/2011	\$47.000	12/01/2011	\$48.250				
LABORER: MULTI-TRADE TENDER		06/01/2011	\$46.750	12/01/2011	\$48.000				
LABORER: TREE REMOVER		06/01/2011	\$46.750	12/01/2011	\$48.000				
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.									
LASER BEAM OPERATOR		06/01/2011	\$47.000	12/01/2011	\$48.250				
MARBLE & TILE FINISHERS		08/01/2011	\$60.950	02/01/2012	\$61.740				
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following: Steps are 800 hrs.									
Step 1\$43.19/2\$46.74/3\$50.29/4\$53.85/5\$57.40									
MARBLE MASONS, TILELAYERS & TERRAZZO MECH		08/01/2011	\$73.040	02/01/2012	\$74.030				
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1\$49.74/2\$54.40/3\$59.06/4\$63.72/5\$68.38									
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)		07/01/2011	\$30.290						
MECH. SWEEPER OPERATOR (ON CONST. SITES)		06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012 \$62.120			
		12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013 \$64.290			
MECHANICS MAINTENANCE		06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012 \$62.120			
		12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013 \$64.290			
MILLWRIGHT (Zone 2)		04/01/2011	\$55.990						
APPRENTICE: MILLWRIGHT - Local 1121 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following:									
Step 1\$36.17/2\$37.75/3\$40.93/4\$42.51/5\$44.89/6\$46.47/7\$48.86/8\$50.44									
MORTAR MIXER		06/01/2011	\$47.000	12/01/2011	\$48.250				

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS



DEVAL L. PATRICK  
Governor

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

JOANNE F. GOLDSTEIN  
Secretary

TIMOTHY P. MURRAY  
Lt. Governor

HEATHER E. ROWE  
Director

**Prevailing Wage Rates**

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

**Description of Work:** 2011 HVAC REPAIR WORKS - HVAC contractor for emergency and routine repairs and services for town buildings.

**Job Location:** 55 Main Street (multiple)

Classification	Effective Dates and Total Rates									
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2011	\$43.340	12/01/2011	\$43.680	06/01/2012	\$43.960				
	12/01/2012	\$44.300	06/01/2013	\$44.720	12/01/2013	\$45.140				
OILER (TRUCK CRANES, GRADALLS)	06/01/2011	\$46.520	12/01/2011	\$46.910	06/01/2012	\$47.250				
	12/01/2012	\$47.640	06/01/2013	\$48.120	12/01/2013	\$48.610				
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120				
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290				
PAINTER (BRIDGES/TANKS)	07/01/2011	\$65.410	01/01/2012	\$66.410	07/01/2012	\$67.410				
	01/01/2013	\$68.410								
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1\$29.31/2\$34.57/3\$37.00/4\$39.43/5\$50.35/6\$52.75/7\$55.18/8\$60.05										
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2011	\$56.310	01/01/2012	\$57.310	07/01/2012	\$58.310				
	01/01/2013	\$59.310								
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$24.76/2\$29.56/3\$31.54/4\$33.51/5\$43.98/6\$45.92/7\$47.90/8\$51.86										
PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2011	\$54.370	01/01/2012	\$55.370	07/01/2012	\$56.370				
	01/01/2013	\$57.370								
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$23.79/2\$28.49/3\$30.37/4\$32.25/5\$42.62/6\$44.47/7\$46.35/8\$50.11										
PAINTER (TRAFFIC MARKINGS)	06/01/2011	\$46.750	12/01/2011	\$48.000						
PAINTER / TAPER (BRUSH, NEW) *	07/01/2011	\$54.910	01/01/2012	\$55.910	07/01/2012	\$56.910				
	01/01/2013	\$57.910								
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1\$24.06/2\$28.79/3\$30.70/4\$32.60/5\$43.00/6\$44.87/7\$46.78/8\$50.60										
PAINTER / TAPER (BRUSH, REPAINT)	07/01/2011	\$52.970	01/01/2012	\$53.970	07/01/2012	\$54.970				
	01/01/2013	\$55.970								

**This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27**

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DEPARTMENT OF LABOR STANDARDS



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**Prevailing Wage Rates**

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

**Description of Work:** 2011 HVAC REPAIR WORKS - HVAC contractor for emergency and routine repairs and services for town buildings.

**Job Location:** 55 Main Street (multiple)

**Classification**

**Effective Dates and Total Rates**

Classification	Effective Dates and Total Rates																				
<p>APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT</p> <table border="1"> <tr> <td>Ratio</td> <td>Step</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> </tr> <tr> <td>1:1</td> <td>%</td> <td>50.00</td> <td>55.00</td> <td>60.00</td> <td>65.00</td> <td>70.00</td> <td>75.00</td> <td>80.00</td> <td>90.00</td> </tr> </table> <p>Apprentice wages shall be no less than the following: Steps are 750 hrs. Step 1\$23.09/2\$27.72/3\$29.53/4\$31.34/5\$41.64/6\$43.42/7\$45.23/8\$48.85</p>	Ratio	Step	1	2	3	4	5	6	7	8	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Ratio	Step	1	2	3	4	5	6	7	8												
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00												
PANEL & PICKUP TRUCKS DRIVER	<table border="1"> <tr> <td>08/01/2011</td> <td>\$44.850</td> <td>12/01/2011</td> <td>\$45.510</td> <td>06/01/2012</td> <td>\$45.810</td> </tr> <tr> <td>08/01/2012</td> <td>\$45.860</td> <td>12/01/2012</td> <td>\$47.350</td> <td></td> <td></td> </tr> </table>	08/01/2011	\$44.850	12/01/2011	\$45.510	06/01/2012	\$45.810	08/01/2012	\$45.860	12/01/2012	\$47.350										
08/01/2011	\$44.850	12/01/2011	\$45.510	06/01/2012	\$45.810																
08/01/2012	\$45.860	12/01/2012	\$47.350																		
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2011 \$65.320																				
PILE DRIVER	08/01/2011 \$65.320																				
<p>APPRENTICE: PILE DRIVER - Local 56 Zone 1</p> <table border="1"> <tr> <td>Ratio</td> <td>Step</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> </tr> <tr> <td>1:3</td> <td>%</td> <td>60.00</td> <td>65.00</td> <td>70.00</td> <td>75.00</td> <td>80.00</td> <td>85.00</td> <td>90.00</td> <td>95.00</td> </tr> </table> <p>Apprentice wages shall be no less than the following: Step 1\$49.27/2\$51.28/3\$53.28/4\$55.29/5\$57.30/6\$59.30/7\$61.31/8\$63.31</p>	Ratio	Step	1	2	3	4	5	6	7	8	1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00	
Ratio	Step	1	2	3	4	5	6	7	8												
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00												
PIPEFITTER & STEAMFITTER	09/01/2010 \$68.730																				
<p>APPRENTICE: PIPEFITTER - Local 537</p> <table border="1"> <tr> <td>Ratio</td> <td>Step</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>**</td> <td>%</td> <td>40.00</td> <td>45.00</td> <td>60.00</td> <td>70.00</td> <td>80.00</td> </tr> </table> <p>Apprentice Rates-Step1\$33.44/2\$43.38/3\$50.29/4\$54.90/5\$59.51 Refrig/AC Mechanic **1:1;2:2;4:3;6:4;8:5;10:6;12:7;14:8;17:9;20:10;23(Max)</p>	Ratio	Step	1	2	3	4	5	**	%	40.00	45.00	60.00	70.00	80.00							
Ratio	Step	1	2	3	4	5															
**	%	40.00	45.00	60.00	70.00	80.00															
PIPELAYER	06/01/2011 \$47.000 12/01/2011 \$48.250																				
PLUMBERS & GASFITTERS	03/01/2011 \$67.500 09/01/2011 \$68.250 03/01/2012 \$69.050																				
<p>APPRENTICE: PLUMBER - Local 12</p> <table border="1"> <tr> <td>Ratio</td> <td>Step</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>**</td> <td>%</td> <td>35.00</td> <td>40.00</td> <td>55.00</td> <td>65.00</td> <td>75.00</td> </tr> </table> <p>Apprentice wages shall be no less than the following: ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr Step 1\$30.01/2\$32.89/3\$41.54/4\$47.31/ 4w/lic\$50.20 /5\$53.09/ 5w/lic\$55.98</p>	Ratio	Step	1	2	3	4	5	**	%	35.00	40.00	55.00	65.00	75.00							
Ratio	Step	1	2	3	4	5															
**	%	35.00	40.00	55.00	65.00	75.00															
PNEUMATIC CONTROLS (TEMP.)	09/01/2010 \$68.730																				
PNEUMATIC DRILL/TOOL OPERATOR	06/01/2011 \$47.000 12/01/2011 \$48.250																				
POWDERMAN & BLASTER	06/01/2011 \$47.750 12/01/2011 \$49.000																				
POWER SHOVEL/DERRICK/TRENCHING MACHINE	06/01/2011 \$61.290 12/01/2011 \$61.920 06/01/2012 \$62.490																				
	12/01/2012 \$63.110 06/01/2013 \$63.890 12/01/2013 \$64.670																				
PUMP OPERATOR (CONCRETE)	06/01/2011 \$61.290 12/01/2011 \$61.920 06/01/2012 \$62.490																				
	12/01/2012 \$63.110 06/01/2013 \$63.890 12/01/2013 \$64.670																				
PUMP OPERATOR (DEWATERING, OTHER)	06/01/2011 \$49.910 12/01/2011 \$50.350 06/01/2012 \$50.740																				
	12/01/2012 \$51.190 06/01/2013 \$51.740 12/01/2013 \$52.290																				
READY-MIX CONCRETE DRIVER	05/01/2010 \$33.790																				

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**Prevailing Wage Rates**

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

**Description of Work:** 2011 HVAC REPAIR WORKS - HVAC contractor for emergency and routine repairs and services for town buildings.

**Job Location:** 55 Main Street (multiple)

Classification	Effective Dates and Total Rates					
RECLAIMERS	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
RESIDENTIAL WOOD FRAME (All Other Work)	04/01/2011	\$48.420				
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2011	\$36.810				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.						
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2						
Ratio	Step	1	2	3	4	5
1:5	%	60.00	60.00	65.00	70.00	75.00
						80.00
						85.00
						90.00
Apprentice wages shall be no less than the following:						
Step 1 \$20.88/2\$27.11/3\$28.33/4\$29.54/5\$30.75/6\$31.96/7\$33.17/8\$34.39						
RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2011	\$47.000	12/01/2011	\$48.250		
ROLLER/SPREADER/MULCHING MACHINE	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)	08/01/2011	\$56.860	02/01/2012	\$57.860	08/01/2012	\$58.860
	02/01/2013	\$59.860				
APPRENTICE: ROOFER - Local 33						
Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00
** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1						
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.						
Apprentice rates no less than: Step 1\$31.71/2\$42.24/3\$44.06/4\$47.72/5\$51.38						
ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2011	\$57.110	02/01/2012	\$58.110	08/01/2012	\$59.110
	02/01/2013	\$60.110				
APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33						
Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00
Apprentices wages shall be paid no less than the following:						
Step 1\$31.84/2\$42.39/3\$44.23/4\$47.91/5\$51.59						
SHEETMETAL WORKER	08/01/2011	\$66.740	02/01/2012	\$67.990	08/01/2012	\$69.240
	02/01/2013	\$70.490				
APPRENTICE: SHEET METAL WORKER - Local 17-A						
Ratio	Step	1	2	3	4	5
1:4	%	40.00	45.00	50.00	60.00	65.00
						75.00
						85.00
Apprentice wages shall be no less than the following:						
Steps 1-3 are 1 year; Steps 4-7 are 6 mos.						
Step 1\$29.49/2\$35.19/3\$38.16/4\$43.32/5\$46.03/6\$51.45/7\$56.37						
SIGN ERECTOR	06/01/2009	\$37.780				

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**Prevailing Wage Rates**

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

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**Job Location:** 55 Main Street (multiple)

**Classification**

**Effective Dates and Total Rates**

Classification	Ratio	Step	1	2	3	4	5	6	7	8	9	10
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:			Steps are 4 mos.									
Step 1\$19.48/2\$23.12/3\$24.36/4\$25.60/5\$30.34/6\$31.58/7\$32.82/8\$34.06/9\$35.30												
SPECIALIZED EARTH MOVING EQUIP < 35 TONS							08/01/2011	\$45.310	12/01/2011	\$45.970	06/01/2012	\$46.270
							08/01/2012	\$46.620	12/01/2012	\$47.650		
SPECIALIZED EARTH MOVING EQUIP > 35 TONS							08/01/2011	\$45.600	12/01/2011	\$46.260	06/01/2012	\$46.560
							08/01/2012	\$46.910	12/01/2012	\$47.940		
SPRINKLER FITTER							01/01/2011	\$70.550	09/01/2011	\$71.350	01/01/2012	\$71.500
							03/01/2012	\$72.250	09/01/2012	\$73.250	01/01/2013	\$73.400
							03/01/2013	\$74.400				
APPRENTICE: SPRINKLER FITTER - Local 550	1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following steps:			Steps are 4 mos.									
Step 1\$36.20/2\$38.75/3\$41.30/4\$43.85/5\$46.40/6\$48.95/7\$51.50/8\$54.05/9\$56.60/10\$59.15												
STEAM BOILER OPERATOR							06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
							12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN							06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
							12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
TELECOMMUNICATION TECHNICIAN							03/01/2011	\$56.300				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103	1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
Apprentice wages shall be no less than the following:			Steps are 4 mos.									
Step 1\$37.09/2\$38.69/3\$40.30/4\$41.89/5\$43.49/6\$45.10/7\$48.30/8\$49.90												
TERRAZZO FINISHERS							08/01/2011	\$71.940	02/01/2012	\$72.930		
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile	1:3	%	50.00	60.00	70.00	80.00	90.00					
Apprentice wages shall be no less than the following:			Steps are 800 hrs.									
Step 1\$49.19/2\$53.74/3\$58.29/4\$62.84/5\$67.39												
TEST BORING DRILLER							06/01/2011	\$51.500	12/01/2011	\$52.750		
TEST BORING DRILLER HELPER							06/01/2011	\$50.220	12/01/2011	\$51.470		
TEST BORING LABORER							06/01/2011	\$50.100	12/01/2011	\$51.350		
TRACTORS/PORTABLE STEAM GENERATORS							06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
							12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290

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



DEVAL L. PATRICK  
Governor

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

JOANNE F. GOLDSTEIN  
Secretary

TIMOTHY P. MURRAY  
Lt. Governor

HEATHER E. ROWE  
Director

**Prevailing Wage Rates**

**Awarding Authority:** Town of Westford

**Contract Number:** 2011 HVAC

**City/Town:** WESTFORD

**Description of Work:** 2011 HVAC REPAIR WORKS - HVAC contractor for emergency and routine repairs and services for town buildings.

**Job Location:** 55 Main Street (multiple)

Classification	Effective Dates and Total Rates					
	Start Date	Hourly Rate	Start Date	Hourly Rate	Start Date	Hourly Rate
TRAILERS FOR EARTH MOVING EQUIPMENT	08/01/2011	\$45.890	12/01/2011	\$46.550	06/01/2012	\$46.850
	08/01/2012	\$47.200	12/01/2012	\$48.230		
TUNNEL WORK - COMPRESSED AIR	06/01/2011	\$62.930	12/01/2011	\$64.180		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2011	\$64.930	12/01/2011	\$66.180		
TUNNEL WORK - FREE AIR	06/01/2011	\$55.000	12/01/2011	\$56.250		
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2011	\$57.000	12/01/2011	\$58.250		
VAC-HAUL	08/01/2011	\$45.310	12/01/2011	\$45.970	06/01/2012	\$46.270
	08/01/2012	\$46.620	12/01/2012	\$47.650		
WAGON DRILL OPERATOR	06/01/2011	\$47.000	12/01/2011	\$48.250		
WASTE WATER PUMP OPERATOR	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
WATER METER INSTALLER	03/01/2011	\$67.500	09/01/2011	\$68.250	03/01/2012	\$69.050
	09/01/2012	\$70.300	03/01/2013	\$71.550		

**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. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* 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.

**This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27**

**Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.**

**STANDARD GENERAL CONTRACT FOR  
PROFESSIONAL SERVICES**

Agreement effective the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the TOWN OF WESTFORD, 55 Main Street, Westford, MA 01886, a municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Manager as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and (name & address) \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the "Contractor".

**RECITALS**

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;

WHEREAS the Town desires to obtain such Professional Services from the Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal Contract should be executed, by the Contractor and Town, evidencing the terms and conditions for the award.

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

ARTICLE I: Contractor shall furnish Town with: \_\_\_\_\_  
\_\_\_\_\_

subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered Exhibit(s) \_\_\_\_\_ and which are incorporated herein by reference, (the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as Exhibit \_\_\_\_\_ and which is incorporated herein by reference. The total contract price is not to exceed:

\_\_\_\_\_.

ARTICLE II: Contractor shall commence the performance of this contract within \_\_\_\_ days of receiving written notice to proceed and shall have completed the work on or before \_\_\_\_\_ days after notice was received. All provisions related to time of completion of the work are of the essence.

ARTICLE III: Reliance by Town - Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor employees persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the Town relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the Town of the work performed does not operate as a release of the Contractor from its responsibility. It is further understood and agreed that the Contractor's responsibility shall extend to all work and services required to be performed under this Contract.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this Contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The Contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to

SAMPLE CONTRACT - DRAFT

do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

- PROFESSIONAL LIABILITY- \$1,000,000 MINIMUM
- UMBRELLA - \$1,000,000 MINIMUM
- WORKER’S COMPENSATION - per statutory requirements

Other if Applicable:	Automobile Liability insurance: \$ \$ Property: \$	each person each accident
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Certificates of Insurance acceptable to the Town, naming the Town of Westford as an additional insured, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the Contract.

ARTICLE VIII: Non-Collusion-~~The~~ Contractor declares that, as of the date of this Contract, no Town official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Town in writing should any Town official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the town.

ARTICLE IX: Termination/Right to Stop Work - The Town may terminate this Contract if (a) any material misrepresentation is made by the Contractor; (b) any failure by the Contractor 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 time specified 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 Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (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; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE X: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor’s performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor’s performance or non-performance of the Agreement.

SAMPLE CONTRACT - DRAFT

ARTICLE XI: Governing Ordinances and Laws - This contract is made subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the By-laws of the Town of Westford and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XII: Equal Opportunity - The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIII. Assignability - The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIV. Notice - Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

In the case of the Contractor to:

ARTICLE XV. Amendments - This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except in writing and signed by the parties with the same formalities as the initial Contract.

ARTICLE XVI. Severability - If any provision of this Contract or any portion of such provision shall be held invalid or illegal, than the remainder of this Contract or the remainder of such provision shall not be affected thereby.

ARTICLE XVII. Interpretation of Specifications and Contract Requirements - A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVIII. Indemnification - The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor and shall indemnify, defend and hold harmless the Town of Westford and all of its officers, agents, employees against all suits, claims of liability of every nature and name, for or on account of any injuries to persons or damage to property arising out of the proven negligence of the Contractor in the performance of the work covered by the Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorneys fees.

ARTICLE XIX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this Contract, all such contracted sums, subject to the provisions of Article X.

ARTICLE XX - COMPLIANCE – M.G.L. Chapter 62C, §49A

Prior to the issuance of the Contract, \_\_\_\_\_ shall attest under the penalties of perjury that it is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c.62C, Section 49A.

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Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

(NAME OF COMPANY)

\_\_\_\_\_  
Social Security Number or Federal  
Identification Number

By \_\_\_\_\_  
Corporation Officer or Authorized

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Availability of Funds:

\_\_\_\_\_  
Town Accountant

Town of Westford by its  
Board of Selectmen or Town Manager  
Date of Board Vote (if any) \_\_\_\_\_

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

**Contractor:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Corporate Seal