

Southeastern Regional Services Group

# Invitation for Bids: TREE REMOVAL

April 1, 2022 – January 31, 2023

Bids Due 11:00 AM  
Wednesday, February 16, 2022

Moira L. Rouse, Procurement Officer

[SERSG@sersg.org](mailto:SERSG@sersg.org)

6 Park Row Mansfield, MA 02048 508-851-6441

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## LEGAL NOTICE TO CONTRACTORS

The Southeastern Regional Services Group (SERSG) invites bids for Tree Removal during the ten-month period April 1, 2022 to January 31, 2023. Contracts will result with the Towns of Bellingham, Bridgewater, East Bridgewater, Easton, Foxborough, Hanson, Milton, Norfolk, Norton, Raynham, and Sharon.

The Invitation for Bids (IFB) will be available at 12:00 noon on 26 January, 2022 and can be requested by email to [sersg@sersg.org](mailto:sersg@sersg.org). The **official bid package will be provided only to vendors on the Massachusetts Department of Transportation list of prequalified contractors for this category of work.** The estimated-value used to request Pre-Qualification lists is included in the bid package. Requestors not on the Pre-Qualification list will receive an unofficial bid package.

Bids must be received by **11:00AM February 16, 2022** and will be opened at that time and read aloud. A Bid tally and scans of all bids received will be available at [www.sersg.org](http://www.sersg.org) within 2 business days. Bids may be held by SERSG for a period not to exceed sixty (60) days.

All bidding shall be in accordance with relevant sections of MGL Chapters 30 and 149. **Prevailing wages must be paid by the Contractor.** Work performed under these contracts must comply with all current Massachusetts Law and Executive Orders including, but not limited to, non-discrimination and equal opportunity laws and regulations. A successful contractor shall also comply with Chapter 306 of the Acts of 2004, which pertains to the health and safety on public construction projects and work.

A Bid Bond equal to 5% of the value of the bid payable to the SERSG Service Corp. **must accompany the bid.** Bid securities will be returned upon execution of the Contract or within 60 calendar days of the bid date if no award is made.

The Awarding Authority will be the Board of Selectmen, Select Board, Town Manager, or Town Administrator of each SERSG municipality participating in this procurement. A contract will be awarded by each participating municipality to the lowest responsible and eligible bidder.

A Bidder awarded a Contract will be required to submit a labor and materials bond issued by a surety company licensed by the Commonwealth's Division of Insurance in an amount equal to 50% of the estimated value of each contract awarded when work with a municipality is scheduled.

## INSTRUCTIONS TO BIDDERS

The Southeastern Regional Services Group (SERSG) invites bids for Tree Removal during the ten-month period April 1, 2022 to January 31, 2023. Contracts will result with the Towns of Bellingham, Bridgewater, East Bridgewater, Easton, Foxborough, Hanson, Milton, Norfolk, Norton, Raynham, and Sharon.

### QUANTITIES

A list of municipalities and their expected quantities is included. Such quantities are given to allow comparison of bid prices and are reasonable estimations of the work needed but are only estimates. The actual amounts requested by municipalities will be based on funding and other factors related to the work. This is a unit price contract and the contract will be awarded to the contractor with the lowest bid based on all the listed items as calculated in the total cost line item. The quantity numbers in the bid form are only for bidder comparison to determine the lowest bidder. It is understood that the contractor will provide the quantities actually required by the municipalities. Because these services are procured on an as-needed basis, contractors will be required to provide a written estimate of the project cost based on the bid pricing when requested to provide a specific service for a municipality.

### INVESTIGATION OF CONDITIONS

Bidders may visit participating municipalities to acquaint themselves with all available information and local conditions. They are also expected to make their own estimates of the facilities needed and difficulties attending the execution of the proposed Contract including local conditions, availability of labor, uncertainties of weather and other contingencies. In no event will the municipalities take any responsibility whatsoever for any interpretation, deduction or conclusion drawn from the inspection of the work site. Failure to acquaint oneself with all available information concerning these conditions will not relieve the successful bidder from responsibility for estimating the difference and costs of successfully performing the complete work.

Questions regarding site specific work in a municipality should be addressed to the appropriate contact person in that municipality, as identified in this bid package.

### INQUIRIES

Any bidder finding ambiguity, inconsistency, or error shall promptly notify the SERSG Procurement Officer of such. Inquiries concerning this procurement prior to bid opening shall be made in writing to Procurement Officer Moira Rouse, SERSG Service Corp., Email: [SERSG@sersg.org](mailto:SERSG@sersg.org). Questions on the substance of the bid that generate answers, which may apply to all bidders, will be answered in writing and will be distributed to each party who obtains a copy of the bid package. Answers to such questions shall be incorporated into these specifications. The deadline for questions is February 8, 2022 at 12:00noon. After that point, bidders must use the best information they have to formulate their bid.

### ADDENDA

Addenda will be issued by e-mail to all known bid package recipients. It is the vendor's responsibility to ensure you check your email throughout the availability of the bid and obtain any issued addenda. No addenda will be issued within the immediate two (2) work days prior to the date of the scheduled bid opening, except an addendum that withdraws or otherwise postpones the date of the bid opening.

### PRE-QUALIFICATION

Prospective bidders must be pre-qualified by the Massachusetts Department of Transportation **in accordance with Massachusetts General Law Chapter 81, Section 8B; 720 CMR 5.00. The estimated value used for Prequalification purposes is provided at the end of the section titled QUANTITIES BY ITEM AND MUNICIPALITY.**

#### MATERIALS

All materials and services shall conform, where applicable, to the requirements of the Commonwealth of Massachusetts, Mass. Highway Department Standard Specifications for Highways and Bridges, 1995 Edition, hereinafter referenced to as The Standard Specifications. All fabricated or manufactured items shall be made in the United States of America. Exceptions or additions to The Standard Specifications are noted under each Item of Work.

#### REQUIREMENTS OF THE BID

BIDDERS MUST SUBMIT A COMPLETE and ORIGINALLY-SIGNED BID INCLUDING BID BOND OR THEIR BID WILL BE DECLARED NON-RESPONSIVE! Appendix pages may be reproduced for bidding purposes. A complete bid includes:

- ☐ Completed and originally-signed Bid Quote Form, Appendix A.
- ☐ List of references, Appendix B.
- ☐ Completed and originally-signed Appendix C **OR** Appendix D as applicable.
- ☐ Originally-signed Certificate of Non-Collusion, Appendix E.
- ☐ Originally-signed Certification Regarding Employment of Labor, Appendix F.
- ☐ Bid Bond in the form of a certified, bank treasurer's or cashier's check or bond made payable to SERSG Service Corp. executed by the bidder and issued by an acceptable surety in an amount equal to five percent (5%) of the total value of the bid. An acceptable surety is a surety company incorporated pursuant to section 105 of Chapter 175 of the MGL or a surety company authorized to do business in the Commonwealth under the provisions of section 106 of Chapter 175 of the MGL and which is approved by the U.S. Department of the Treasury and which is acceptable as a surety and reinsurer on Federal bonds under Title 31 of the United States Code, Section 9304 to 9308. Bid Bonds will be returned upon execution of the contract or within 60 calendar days of bid date if no award is made.

#### BID OPENING

Sealed bids shall be marked with the bidder's name, and with **"SERSG Tree Removal Bid"** and arrive by 11:00 AM EST on February 16, 2022.

ALL BIDS must be sent to SERSG, Attn: Moira Rouse at 6 Park Row, Mansfield, MA 02048. Hand-delivered bids will be accepted in the 3<sup>rd</sup> floor SERSG office or the 2<sup>nd</sup> floor Mansfield DPW Service Desk. Late bids will not be considered. Bids delivered to the wrong address or office will be considered late. The clock in the SERSG Office will be definitive.

Received bids will be opened and read aloud at **11:00AM Wednesday, February 16, 2022.** All interested parties may attend. A Bid tally and scans of all Bids received will be available at [www.sersg.org](http://www.sersg.org) within 2 business days.

Bids may be held by the Southeastern Regional Services Group for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders prior to awarding the Contract. Bidders may not withdraw their bids during this period.

Bidders may amend or modify or withdraw their bids if such amendment, modification, or withdrawal is sent in a sealed envelope marked **"Amendment, Modification or Withdrawal of SERSG Tree Removal Bid,"** contains the bidder's name and

is received at the SERSG Offices by 11:00AM February 16, 2022. No late bids or amendments, modifications or withdrawals will be considered.

#### AWARD CRITERIA

The Board of Directors of the Southeastern Regional Services Group will recommend to the Awarding Authorities of each Town participating in this procurement award to the lowest responsible and eligible bidder. Bids will be rejected that fail to provide prices for all sub-lines of work. Alternative or conditional bids will not be considered nor will bids that are not the same for all municipalities. A contract will be awarded to the lowest responsible and eligible bidder by each participating municipality, as defined in DETERMINATION OF LOWEST BID below.

The SERSG Board of Directors reserves the right to waive any informality or reject any or all bids.

#### BRAND NAME or EQUAL

Unless otherwise specified in this IFB, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this IFB to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

#### DETERMINATION OF LOWEST BID PRICE

The lowest bid shall be determined on the basis of the total price for which the entire Work will be performed. Prices quoted in Appendix A should include all materials and services specified in this IFB. The participating municipalities are exempt from the payment of taxes and no taxes should be included in the bid price. Contractors must bid for all the sub-items of work. The estimated quantities for each sub-item will be multiplied by the unit price to achieve a total amount for that sub-item. Each contractor's total bid price for the same Item of Work will be compared to the other bidders' total bid prices to determine which is lowest.

Bidding one penny on a sub-item of work is only allowed when such bidding does not render the bid unbalanced. An unbalanced bid is defined as one containing an abnormally low price for one item and an abnormally high price for another item in order to recoup losses from the abnormally low price. Contractors who bid one penny will be fully expected to perform the sub-item of work for that price.

#### REJECTION OF BIDS

Bids that fail to meet the requirements of the Invitation may be rejected. **Bids that the Procurement Officer, in her sole discretion, determines to be incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected.** Bids in which errors occur, or which contain abnormally high or abnormally low prices for any Total Bid Price shall be declared non-responsive. If the Procurement Officer deems it to be in the best public interest, the SERSG Board may waive any or all informalities as to form. Informalities as to substance, however, shall not be waived. In cases of ambiguity of bid prices, the written unit price will prevail over the numerical unit price.

#### METHOD TO BE USED TO AWARD A CONTRACT WITH TIE BIDS

Should there be two or more low bids for the Contract to be awarded which are identical and where the bidders are determined to both be responsible and eligible in accordance with MGL Chapter 30, Section 39, the following procedure shall be used to award the Contract:

- a. The Contract will be awarded to that bidder with its office located within the SERSG region.
- b. If there is no bidder with its office located within the SERSG region or if there are two or more bidders with offices located within the SERSG region, the award of the Contract shall be determined by a toss of a coin. Such a toss shall be done in the presence of the respective bidders.
- c. If there are more than two bidders with identical bids, the coin toss method shall be used by selecting the first two bidders in alphabetical order and eliminating one with a coin toss. This process shall be continued until such time as there remains one bidder.

#### PREVAILING WAGE

The Director of the Department of Labor and Workforce Development has established the schedules of wages by county, found in this contract listing the wage rates that must be paid to all workers employed on the Contract. The Schedule shall continue to be the minimum rate of wages payable to workers on this contract throughout the terms of the Contract.

The Contractor shall not have any claim for extra compensation from if the actual wages paid to employees on the Contract exceeds the rates listed on the schedule. The Contractor shall cause a copy of said Schedule to be kept in a conspicuous place at the Project site during the term of the Contract. (See MGL c.149 §27).

#### WAGE RATE CHANGES

The Director of the Department of Labor and Workforce Development has established the wage rates established for this contract for the contract period.

#### LABOR AND MATERIALS PAYMENT BOND

Within ten days of receipt of notification of the start of work, the bidder awarded a contract must pay for and furnish each Awarding Authority with a Labor and Materials Payment Bond in the sum of fifty percent (50%) of the estimated contract value. Such bonds must be issued by a surety company incorporated pursuant to section 105 of Chapter 175 of the MGL or by a surety company authorized to do business in the Commonwealth under the provisions of section 106 of Chapter 175 of the MGL and be approved by the U.S. Department of the Treasury and be acceptable as a surety and reinsurer on Federal bonds under Title 31 of the United States Code, Sections 9304 to 9308. Payment bonds issued by foreign companies must be counter-signed by the lawfully constituted and licensed resident agent of the company in the Commonwealth. These bonds shall list each Awarding Authority separately on its face. These bonds must be maintained in force until one year after the completion of the Contract Term.

The Contractor shall be required, as work totaling more than the estimated contract value has been assigned, to increase the amount of the payment bond in a manner such that the total amount of the payment bond shall be equal to at least fifty percent (50%) of the total dollar value of the Contract to date.

#### LIQUIDATED DAMAGES

Failure or refusal of the successful bidder to execute and deliver a signed contract, Certificate of Insurance and Labor and Materials Payment Bond acceptable to the Procurement Officer within ten days after notice of contract award will result in forfeiture of the Bid Bond as liquidated damages. The Contract will be awarded to the next lowest bidder or the IFB re-advertised, as the SERSG Board may elect.

#### TRAFFIC DETAILS

The municipalities will arrange and pay for police officers to direct traffic when needed, except as noted in the specifications of this IFB.

#### SIGNAGE

Contractor shall at his own expense provide and erect barricades, barrier fences, traffic signs and all other traffic devices in order to protect the work from traffic, pedestrians or animals.

#### HEALTH AND SAFETY

The successful contractor shall fully comply with Chapter 306 of the Acts of 2004. This act is relative to the health and safety on public construction projects and work.

## CONTACT PEOPLE

### Bellingham

Don DiMartino, DPW Director  
26 Blackstone St. Bellingham, MA 02019  
508-966-5816  
[DDiMartino@bellinghamma.org](mailto:DDiMartino@bellinghamma.org)

### Bridgewater

Paul DeCosta, Highway Superintendent  
151 High St. Bridgewater, MA 02324  
508-697-0931  
[pdecosta@bridgewaterma.org](mailto:pdecosta@bridgewaterma.org)

### East Bridgewater

John Haines, DPW Director  
100 Willow Ave. E. Bridgewater, MA 02333  
508-378-1620  
[jhaines@ebmass.com](mailto:jhaines@ebmass.com)

### Easton

David Field, DPW Director  
417 Bay Rd. S. Easton, MA 02345  
508-230-0812  
[DField@easton.ma.us](mailto:DField@easton.ma.us)

### Foxborough

Chris Gallagher, DPW Director  
70 Elm St. Foxborough, MA 02035  
508-543-1228  
[cgallagher@foxboroughma.gov](mailto:cgallagher@foxboroughma.gov)

### Hanson

Jamison Shave, Highway Director  
797 Indian Head St. Hanson, MA 02341  
781-293-2822  
[jshave@hanson-ma.gov](mailto:jshave@hanson-ma.gov)

### Milton

Chase Berkeley, DPW Director  
629 Randolph Ave. Milton, MA 02186  
617-898-4900  
[cberkeley@townofmilton.org](mailto:cberkeley@townofmilton.org)

### Norfolk

Barry Lariviere, Assistant Director PW  
33 Medway Branch Norfolk, MA 02056  
508-528-4990  
[blariviere@norfolk.ma.us](mailto:blariviere@norfolk.ma.us)

### Norton

Keith Silver, Highway Superintendent  
70 E. Main St. Norton, MA 02766  
508-285-0237  
[highway@nortonmaus.com](mailto:highway@nortonmaus.com)

### Raynham

Ed Buckley, Superintendent  
1555 King Philip St. Raynham, MA 02767  
508-824-2718 [ebuckley@Town.raynham.ma.us](mailto:ebuckley@Town.raynham.ma.us)

### Sharon

Kavin Weber, Operations Manager  
217R S. Main St. Sharon, MA 02067  
781-784-1525 x2320 [kweber@townofsharon.org](mailto:kweber@townofsharon.org)

## TECHNICAL SPECIFICATIONS

Although many techniques are available for the removal of roadside trees, this bid requires use of a Factory Designed Purpose-Built Material Handler (grapple) and a log truck. This is needed to maximize production and minimize traffic disruption and associated police detail costs.

### **Definitions**

“Contractor” shall mean the firm that submitted a bid that was been awarded a contract, which the Town has executed.

“Town” or “Owner” shall mean the contracted municipality.

“Engineer” or “Director” shall mean the town Contact person provided in this IFB or a delegate.

### **Prosecution of Work**

The Engineer shall provide a complete list of trees for removal at least 14 days before the scheduled work. The Engineer shall also identify a town-designated property to receive the logs and brush and handle the ultimate cost of disposal, unless the logs and brush will remain property of the contractor upon completion of the work.

The Contractor shall provide the Engineer with a proposed schedule of operations for the Engineer's acceptance before any work is started. The schedule of operations shall include a plan of his construction procedures and the safety measures to be used during the prosecution of the work. The schedule also shall include the time the Contractor proposes to complete the work.

### **General:**

All trees and branches shall be cut, loaded into trucks provided by the Contractor. Trees shall be flush cut, leaving stumps as close to the ground as possible.

As specified by municipality in advance, logs and brush will **either** remain the property of the contractor upon completion of the work, or be delivered to and off loaded to a town-designated property.

The minimum crew equipment and staffing is noted below.

### **The minimum crew equipment requirements for all work on this contract:**

- Factory Designed Purpose-Built Material Handler (Grapple)
  - The material handler must:
    - Be properly registered with current inspection stickers.
    - Be rubber-tired material handler for operation on the highway for roadside tree removal.
    - Have the ability to operate a cutting head with a minimum of 24 inches diameter capability and a grapple/loaded.
    - Have boom arm reach not including cutter head must be a minimum of 44 feet
    - Have a grapple opening width of 60 inches.
- One Class B Straight Log truck (This truck will work in conjunction with material handler listed above to haul, load wood and brush associated with tree removal.)
  - The log trucks must:
    - Be properly registered with current inspection stickers.

- Have a bunk storm body no shorter than 24 feet with solid sides to avoid loss of material during transportation to disposal site.
  - Have grapple loader ability to load and unload without assistance of any other piece of equipment. The grapple must have 24-foot minimum reach and 5,000 lb. minimum lift capacity at full boom extension
- Miscellaneous small, hand tools, and personal protective equipment such as: Power Saws, blowers, brooms, vests, hard hats, gloves, eye protection, and other safety equipment and tools to clean up after tree cutting.
- Temporary movable warning signs shall be provided by the Contractor. Signs shall be placed approximately 200 feet ahead of the construction zone facing both directions of traffic flow as well as on any side street. Signs shall be maintained while work crews are in any travel lane.

**The minimum crew staffing shall include:**

- One Experienced operator of the Factory Designed Purpose-Built Material Handler with proper licenses to operate the machine
- One Experienced Truck Driver Operator with proper licenses to operate the log truck and accessories
- One Laborer to support the operations, clean loose debris from the roadway, etc.

**END OF SECTION**

## ESTIMATED QUANTITIES and MASSDOT PREQUALIFICATION VALUE

<b>QUANTITIES ESTIMATES BY TOWN</b>	<b>Total</b>	<b>Bellingham</b>	<b>Bridgewater</b>	<b>East Bridgewater</b>	<b>Easton</b>	<b>Foxborough</b>	<b>Hanson</b>	<b>Milton</b>	<b>Norfolk</b>	<b>Norton</b>	<b>Raynham</b>	<b>Sharon</b>
<b>Tree Removal</b>												
<b>#Days</b> Logs & brush deposited to town- designated location	29	4	2	3	4	2	1	2		5	2	4
<b>#Days</b> Logs & brush removed/become contractor property	20			2		2	1		15			

<b><u>MassDOT Class Of Work:</u></b>	<b><u>Total Estimated</u></b>			
<b><u>Tree Trimming, Maintenance and Removal</u></b>	<b><u>Value for PreQual</u></b>	<b><u>DOT District 3</u></b>	<b><u>DOT District 5</u></b>	<b><u>DOT District 6</u></b>
Logs & brush deposited to town-designated location	\$ 116,000	16,000	92,000	8,000
Logs & brush removed/become contractor property	\$ 90,000	0	90,000	0
Totals	\$ 206,000	16,000	182,000	8,000
		Bellingham	all other towns	Milton

## APPENDIX A: BID QUOTE SHEET

### BID OPENING: February 16, 2022

	<u>Bid Price</u>	<u>Unit</u>	<u>Quantity</u> <u>Estimate</u>	<u>Bid x Qty</u>
<b>TREE REMOVAL</b>				
Logs & brush deposited to town- designated location \$_____	per day	29	days \$_____	
Logs & brush removed/become contractor property \$_____	per day	20	days \$_____	
Total \$_____				

\_\_\_\_\_  
Signature to authorize BID

PRINT Company Name \_\_\_\_\_

## APPENDIX B: REFERENCES

List ***at least five municipalities with which you have provided contracted Tree Removal services in the past two years.***  
References must include name and address of municipality, name and telephone number of key contact person.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

## APPENDIX C: AFFIDAVIT FOR NON-CORPORATE BIDDER

I, \_\_\_\_\_ (Print Name & Title)

Of \_\_\_\_\_ (Print Name and address of Company)

\_\_\_\_\_

certify under the penalties of perjury that:

1. I duly represent the bidder and have full authority to execute any and all documents

for and in behalf of the bidder relative to its operation, and

2. Pursuant to MGL c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth (or the State of \_\_\_\_\_) relating to taxes, reporting of employees and contractors, and withholding and remitting child support and am fully eligible to enter into municipal contracts.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Bidder's Signature: \_\_\_\_\_

Date \_\_\_\_\_

Telephone Number of Bidder \_\_\_\_\_

3. For an ***out-of state company***, a resident agent in the Commonwealth of Massachusetts must be appointed for service of process. Print the name and address of the company's resident agent

here: \_\_\_\_\_

\_\_\_\_\_

## APPENDIX D: AFFIDAVIT OF CLERK OF CORPORATE BIDDER

I, \_\_\_\_\_, certify as follows:

1. I am the Clerk of \_\_\_\_\_ (Print *exact* name of Corporation)

which is duly organized and incorporated under the laws of Massachusetts

(or the State of \_\_\_\_\_ and is duly registered under

MGL Chapter 181 to do business in the Commonwealth of Massachusetts).

2. That the names, residential addresses and titles of the officers of the above-named corporation are as follows:

_____ President	_____ President's Address
--------------------	------------------------------

_____ Vice President	_____ Vice President's Address
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_____ Treasurer	_____ Treasurer's Address
--------------------	------------------------------

_____ Resident Agent (if a foreign Corp.)	_____ Resident Agent's Address (if Corp. not in MA)
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3. That the above-named corp. was incorporated on \_\_\_\_\_ (date of incorporation).

4. The federal tax I.D. number of said corporation is \_\_\_\_\_.

5. Pursuant to MGL c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the above-named corporation is in compliance with all laws of the Commonwealth (or the State of \_\_\_\_\_) relating to taxes, reporting of employees and contractors, and withholding and remitting child support and is in good standing with the Secretary of State of the Commonwealth of Massachusetts and is fully eligible to enter into municipal contracts.

6. \_\_\_\_\_ is authorized to sign contracts/agreements on behalf of  
\_\_\_\_\_ pursuant to a vote of the

Print Exact Name of Corporation

Board of Directors/Officers on \_\_\_\_\_. Date

Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Clerk

## APPENDIX E: CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid 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.

---

Name of Company

---

Signature of Authorized Agent

---

Printed Name and Title of Authorized Agent

---

Date

## APPENDIX F: CERTIFICATE REGARDING EMPLOYMENT OF LABOR

In accordance with Chapter 149, Section 27 of the Mass. General Laws, the bidder agrees to pay laborers employed under this contract the prevailing wage rates listed in Attachment 1, and to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work under this contract.

Bidder further certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Bidder certifies that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under this control where segregated facilities are maintained.

The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.

The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certification in his files.

The undersigned hereby certifies under the penalties of perjury that he or she has read the terms of these commitments and is authorized to bind the bidder to the commitments contained herein.

---

Date

---

Signature of Authorized Agent

---

Printed Name and Title of Authorized Agent

## ATTACHMENT 1: Form of CONTRACT

*(Provided as SAMPLE of what the winning bidder's contract will include. NOT for submission with bid)*

THIS AGREEMENT is made the \_\_\_\_\_ in the year two thousand and \_\_\_\_ by and between «**Vendor**» (hereinafter called the "Contractor") and «**municipality**» (hereinafter called the "Awarding Authority").

The Contractor has bid successfully to provide **Tree Removal Services** (collectively called the "Work") described in the Bid Specifications for ten-month period **April 1, 2022 to January 31, 2023**.

WITNESSETH: That the Contractor and the Awarding Authority for the consideration hereinafter named agree as follows:

### ARTICLE 1- COVENANTS, WARRANTIES AND REPRESENTATIONS

#### 1. The Contractor covenants, warrants and represents to the Awarding Authority as follows:

- a. Contractor has and will maintain in full force and effect all permits and approvals necessary for the performance of the Contract.
- b. Contractor has secured for the term of the Contract the legal right to dispose of the temporary structures, surplus material and rubbish referred to in the Bid Specifications at an approved disposal site.
- c. Contractor has now and will maintain during the term of the Contract control over the equipment necessary for the performance of this Contract and will maintain in good condition or replace such equipment with suitable substitute equipment.
- d. Contractor has now or will prior to the date of commencement of performance of the Contract and thereafter maintain sufficient personnel who shall be trained, courteous and appropriately equipped to perform the Contract.
- e. If Contractor is other than an individual, Contractor is now and during the term hereunder remain duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and the Contractor has taken all necessary action to authorize the execution and delivery of the Contract on behalf of the Contractor. This Contract when executed and delivered by a signatory on Contractor's behalf will be valid and binding on the Contractor.

#### 2. Contractor agrees to perform fully all the terms and provisions of this Contract in accordance with applicable federal and state laws and town rules and regulations: more specifically, Contractor covenants to:

- a. Provide the materials and services enumerated in the Bid Specifications to the reasonable satisfaction of the Awarding Authority.
- b. Establish and comply with a work schedule, weather permitting, satisfactory to the Awarding Authority.
- c. Comply with the statutes of the Commonwealth of Massachusetts which are related to the construction, alteration, repair and installation of public works, particularly with reference to labor and prevailing wage rates (as shown on the Minimum Wage Rates which were listed in the Invitation for Bids). Contractor agrees to submit weekly payroll forms to each municipality in which its employees perform work as required by MGL Chapter 149, Section 27B (forms are attached to IFB).

d. Deliver to the Awarding Authority a copy of the Labor and Materials Bond (countersigned by a resident agent in the commonwealth if a foreign corporation) showing the name of the Awarding Authority as an Obligee on its face and maintain such Bond in force and effect until one year following the completion of this Contract.

e. Keep and maintain during the term of this Contract with insurers satisfactory to the Awarding Authority the policies of insurance listed in these Contract provisions. At least fifteen (15) days prior to the Commencement Date, Contractor shall deliver to the awarding Authority a certificate of insurance showing the Awarding Authority as an additional insured on all such policies and copies of all said policies.

#### ARTICLE 2- TERM

This Contract shall commence when signed by both parties and remain in effect until fully performed or earlier terminated. Contractor's performance of the services hereunder shall commence on April 1, 2022 (the "Commencement Date") and continue until January 31, 2023 unless sooner terminated as provided herein.

#### ARTICLE 3- RIGHT TO CANCEL

The Awarding Authority reserves the right to cancel this contract:

1. If the appropriation necessary to fund this Contract is not voted by the applicable authority, or
2. If the deficiencies in equipment and/or service are reported in writing to the Contractor and such deficiencies are not corrected within forty-eight hours, or
3. If the Contractor fails to maintain the insurance coverages required, or
4. If the Contractor assigns this Contract without written consent of the Awarding Authority, or
5. If the Contractor otherwise fails to comply with the terms of this Contract.

#### ARTICLE 4- REMEDIES

In the event that Contractor shall be in default of its obligations to perform Tree Removal Services, the Awarding Authority may terminate the Contract and pursue the Town's remedies at law. In addition, the Awarding Authority may elect to debar Contractor from receiving similar Contracts in the future. In the event that Contractor's Contract is terminated for unsatisfactory Work or failure to complete Work, the Awarding Authority will retain five percent of the Contract Sum for the purpose of correcting the unsatisfactory Work or to pay for any additional expenses incurred as a result of completing the Work. Any excess monies not used to correct the unsatisfactory Work or complete the Work will be returned to the Contractor.

#### ARTICLE 5- CONTRACT SUM

The Awarding Authority shall pay the Contractor for the performance of the Contract in accordance with the prices listed on the Bid Quotation Form on a unit price basis.

The Contractor agrees to invoice the Highway Department or DPW in such form as the department may require. The Awarding Authority shall have thirty-five (35) days after receipt of a proper invoice in which to make payment. The Contractor agrees that no late penalty interest shall accrue for late payments except as provided by law. The Awarding Authority shall withhold five percent (5%) of the invoice amount as security to cover any claims which may arise due to unsatisfactory Work or failure to complete the Work.

Price Adjustment for Products Containing Liquid Asphalt:

This price adjustment is inserted in the contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the

Contractor or repayment to the municipality depending on an increase or decrease in the average price of liquid asphalt.

This provision applies to all products containing liquid asphalt. The Base Price of Liquid Asphalt on the project will be a fixed price determined on the date of the bid. The price adjustment will be based on the variance in price for the Liquid Asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Period Price for any products including liquid asphalt for a 30 day period will be determined and published by the Massachusetts Highway Department by averaging the prices posted at the beginning, middle, and end of each two month period by two or more suppliers.

The Contract Price of the product will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established. The asphalt content for each item is set forth in the specifications.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of product placed during each previous 30 day period by asphalt content percentage times the variance in price between Base Price and Period Price of asphalt. Contractors must include price adjustment documentation with every invoice. No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.

#### FUEL COST ADJUSTMENT

Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel determined on the date of the bid. The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be determined based on fuel consumption agreed on by each municipality. Adjustments will be made monthly, based on the cost of diesel for the month used. It shall be the contractor's responsibility to provide each municipality with full documentation prior to fuel adjustments being accepted.

#### ARTICLE 6- WORK SCHEDULE

All provisions related to time of completion of the work are of essence of this Contract.

Contractor agrees to commence work no later than sixty days following a request for services given by the Awarding Authority and shall prosecute the work to completion in a diligent and uninterrupted manner. With regard to calls for service for the patching of bituminous roadways, Contractor agrees to respond to the call for service within twenty-four hours of receipt of the call for service. The Contractor shall not be liable for delays or failures due to causes beyond his reasonable control including: acts of God, war, fires, strikes, embargo, inclement weather, etc. PROVIDED THAT, the Contractor gives written explanation of the cause to the Awarding Authority within five working days of the occurrence.

#### ARTICLE 7- CONTRACTOR RESPONSIBILITY

The Contractor must care for, replace and restore to good condition to the satisfaction of the Awarding Authority any utilities, fences, sidewalks, posts, poles or other structures damaged by or interfered with by the Contractor outside the scope of work. The Contractor shall perform any necessary replacement, reparation or restoration at no additional compensation. Damage resulting from the operation of the Contractor to any structure in the street or ground near or within the scope of work (and not required to be changed under the

Contract) shall be replaced, repaired or restored by the Contractor at no additional compensation. The Contractor shall have no grounds for additional compensation because of expenses due to encountering pipes, conduits or structures. Contractor shall at his own expense provide and erect barricades, barrier fences, traffic signs and all other traffic devices in order to protect the work from traffic, pedestrians or animals.

Contractor shall promptly notify the Contract Officer when unexpected, latent difficulties are discovered (e.g. large rocks, ledge etc.) which impede or obstruct the work. All requests for additional payment and change orders must be submitted and approved in writing by the Contract Officer prior to the work being commenced. The successful contractor shall fully comply with Chapter 306 of the Acts of 2004. This act is relative to the health and safety on public construction projects and work.

#### ARTICLE 8- COOPERATION AND COORDINATION

The Awarding Authority may direct other contractors to commence and complete certain construction activities within the limits of the work under this Contract. The Contractor shall cooperate with all other contractors or other labor forces within the limits of the work specified. The Contractor shall allow the necessary access to the site and shall be responsible for coordinating the work of other contractors, utility companies and their agents. The Contractor shall be responsible for preventing damage by others to the work performed under this Contract or for having damage repaired, either by the party responsible or at his own expense.

#### ARTICLE 9-INDEMNITY

The Contractor shall indemnify, defend and save harmless the Awarding Authority and all of its officers, agents and 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 negligence of the Contractor in the performance of the work covered by this Contract 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 attorney's fees.

#### ARTICLE 10- INSPECTION *(pertains only to services with paving)*

The Awarding Authority reserves the right to dispatch an authorized representative at any time to:

1. Approve all paving material production methods.
2. Inspect the condition and general operation of the heating apparatus to be employed for the purpose of producing all paving materials for this contract.
3. Verify the composition and proportions of the base and surface paving materials specified;
4. Determine that uniform mixing temperatures are being maintained.
5. Ensure that adequate materials are supplied.
6. Oversee any or all related procedures.

#### ARTICLE 11- PUBLIC CONVENIENCE

All work to be performed under this Contract shall be performed between the hours of 7:30am and 3:30pm Monday through Friday excluding holidays unless otherwise agreed to in writing by the Contractor and the Awarding Authority. No laborer, workman, mechanic, foreman or inspector shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week except in cases of emergency.

The Contractor shall so conduct his operation as to offer the least possible obstruction and inconvenience to the public. Vehicular and pedestrian traffic will be maintained on all streets located within the work area unless permission is received in writing from the Awarding Authority or its representative to close the street. Where construction operations are such that a hazard exists to the public, all safety precautions shall be maintained.

#### ARTICLE 12- POLICE PROTECTION AND SIGNAGE

The Awarding Authority shall be responsible for arranging and paying for police officers to direct traffic around the construction site. Contractor shall at his own expense provide and erect barricades, barrier fences, traffic signs and all other traffic devices in order to protect the work from traffic, pedestrians or animals.

#### ARTICLE 13- CLAIMS BY SUB-CONTRACTORS

1. Forthwith, after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.
2. Not later than the sixty-fifth day after each subcontractor substantially completes its work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Awarding Authority shall pay that amount to the Contractor. The Contractor shall forthwith pay to the subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.
3. Each payment made by the Awarding Authority to the Contractor pursuant to Paragraphs 1 and 2 of this Article for the labor performed and the materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor; and the Awarding Authority shall take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the Awarding Authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in Paragraphs 1 and 2 of this Article, the Awarding Authority shall act upon the demand as provided in this Article.
4. If, within seventy (70) days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of the completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially complete the subcontract work. Within ten (10) days after the subcontractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.
5. Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less an amount:

(i) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work,

(ii) specified in any court proceedings barring such payment or

(iii) disputed by the Contractor in the sworn reply;

provided, that the Awarding Authority shall not deduct from direct payment any amount as provided in part (iii) of this paragraph if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by Paragraph 4 of this Article. The Awarding Authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this paragraph.

shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of Paragraph 5 in an interest-bearing joint account in the names of the Contractor and the subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the Contractor and the subcontractor and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

7. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to paragraph 6 of this Article shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the Contractor to the extent of such payment.

8. The Awarding Authority shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to Paragraph 6 of this Article, are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

#### ARTICLE 14- COMPLETION OF PUBLIC WORKS

Completion of the work shall be in accordance with MGL Chapter 30 Section 39G

#### ARTICLE 15- ADJUSTMENTS FOR DIFFERING OR LATENT PHYSICAL CONDITIONS

If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract, either the Contractor or the Awarding Authority may request an equitable adjustment in the Contract price of the Contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Awarding Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Awarding Authority shall make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

**ARTICLE 16- ADJUSTMENT IN CONTRACT PRICE BECAUSE OF AWARDING AUTHORITY'S SUSPENSION, DELAY OR INTERRUPTION OF WORK**

1. The Awarding Authority may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the Awarding Authority to act within the time specified in this Contract, the Awarding Authority shall make an adjustment in the Contract price for any increase in the cost of performance of this Contract but shall not include any profit to the Contractor on such increase; and, provided further, that the Awarding Authority shall not make any adjustment in the Contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract price under any other Contract provisions.
2. The Contractor must submit the amount of a claim under Paragraph 1 of this Article to the Awarding Authority in writing as soon as practicable after the end of suspension, delay, interruption or failure to act, and in any event, not later than the date of final payment under the Contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

**ARTICLE 17- AWARDING AUTHORITY'S DECISIONS ON INTERPRETATION OF SPECIFICATIONS**

Decisions by the Awarding Authority in interpreting the Specifications or this Contract shall be made promptly and, in any event, shall be made within thirty (30) days following the written request for a decision. Should further time be required to render a decision, the Awarding Authority shall provide the Contractor with a written explanation why further time is required and the date by which the written decision shall be made.

**ARTICLE 18- CONTRACTOR'S MANAGEMENT RECORDS**

1. The Contractor shall make, and keep for at least six years after final payment, books, records and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
2. Until the expiration of six (6) years after final payment, the Office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of its subcontractors which directly pertain to and involve transactions relating to the Contractor or its subcontractors.
3. If the Contract is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority, including in his description the date of the change and reasons therefore, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and
4. If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in paragraph (6) below prior to the execution of the contract, and
5. If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the Contract and will continue to file annually an audited financial statement for the most recent completed fiscal year as set forth in paragraph (6) below.
6. Every Contractor awarded a Contract shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the

Contractor and its subsidiaries reasonably assure that:

- (a) transactions are executed in accordance with management's general and specific authorization;
- (b) transactions are recorded as necessary
  - (1) to permit preparation of financial statements in conformity with generally accepted accounting principles, and
  - (2) to maintain accountability for assets
- (c) access to assets is permitted only in accordance with management's general or specific authorizations; and
- (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every Contractor awarded a Contract shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant stating that he has examined the statement of management on internal accounting controls and expressing an opinion as to:

- (1) whether the representations of management in response to this paragraph and paragraph (2) above are consistent with the result of management's evaluation of the system of internal accounting controls: and
- (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

7. Every Contractor awarded a Contract by the Commonwealth or by any political subdivision thereof shall annually file with the Commissioner of Capital Asset Management and Maintenance during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the Awarding Authority upon request.

8. The Office of Inspector General, the Commissioner for Capital Asset Management and Maintenance and any other Awarding Authority shall enforce the provisions of this section. The Commissioner of Capital Management and Maintenance may after providing an opportunity for the Inspector General and other interested parties to comment, promulgate pursuant to the provisions of Chapter 30A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all Awarding Authorities. A Contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of Chapter one hundred and forty-nine.

9. Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of Chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause 2 of paragraph 5 of this Article.

#### ARTICLE 19- PROTECTIVE LIABILITY INSURANCE

The Contractor must maintain liability insurance coverage on all personnel and equipment which is to be used with insurance companies licensed to do business in the Commonwealth of Massachusetts. LIST ALL EXCLUSIONS TO COVERAGE ON THE FACE OF THE CERTIFICATE. Insurance shall be in the following limits.

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence

Certificates of insurance shall provide for at least thirty (30) days' notice to the Awarding Authority of cancellation or material change.

Excess liability limits over and above these stated amounts are recommended. All subcontractors, where applicable, shall adhere to these limits.

The name of the Awarding Authority shall be listed as an additional insured on the certificate of insurance to be provided by the Contractor and on all certificates of insurance of subcontractors hired by the Contractor.

The Awarding Authority is not responsible for any loss or damage whatsoever to the property of the Contractor or of any subcontractor.

#### ARTICLE 20- EQUAL OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of The Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1991; Massachusetts General Laws Chapter 151B, Section 4 (all relevant subsections) and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

#### ARTICLE 21- AUTHORIZED PERSONNEL

The Commissioner of Public Works or the Highway Superintendent as appropriate will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of this authorized DPW representative who will sign any delivery slips. Any deliveries made without authorization shall be at the risk and expense of the Contractor.

#### ARTICLE 22-NON-COLLUSION WITH PUBLIC OFFICIALS

The Contractor represents 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 Awarding Authority in writing should any Town official acquire wither 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 benefit, any sum of money or other thing of value, for aid or assistance in obtaining any Contract with the Town.

#### ARTICLE 23- CHANGES IN AGREEMENT

The Contractor and the Awarding Authority may from time to time modify their agreement. Such modifications, including any increase or decrease in the amount of the Contractor's compensation which is mutually agreed upon shall be incorporated by written amendment to this Contract and shall become effective only upon execution of such written amendment by both the Contractor and the Awarding Authority and shall not be void for want of consideration.

#### ARTICLE 24- INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the Work covered by this Contract without the Awarding Authority's prior written approval of the subcontractor. The Awarding Authority will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of MGL Chapter 29 Section 8B to receive an award of a Contract.

#### 9 ARTICLE 25- ANTI-BOYCOTT COVENANT

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereinafter defined, participates in or cooperates with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, the Awarding Authority shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interest of the Contractor or which directly or indirectly owns at least 51% of the ownership interest of the Contractor.

#### ARTICLE 26- ASSIGNMENT

The Contractor shall not assign or transfer any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Awarding Authority; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Awarding Authority. No assignment of this Contract shall be valid unless the assignment expressly provides that the assignment of any of the Contractor's rights and benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

#### ARTICLE 27- SEVERABILITY

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligations under that provision. The remainder of the Contract shall continue in force.

#### ARTICLE 28- EXECUTION

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

#### ARTICLE 29- LAWS OF CONSTRUCTION

The Contractor and the Awarding Authority agree that this Contract and the performance hereunder and all suits and special proceedings resulting here from shall be governed by the laws of the Commonwealth of Massachusetts.

ARTICLE 30- COMPLETENESS

The Contractor and the Awarding Authority hereby affirm that this instrument, its attachments and appendices and the Invitation for Bid (including advertisement and Bid Specifications) contains the whole agreement of the parties; that there are no promises, terms, conditions, or obligations other than those contained herein and that this agreement shall supersede all previous communications, representations, or agreements either verbal or written between the parties.

ARTICLE 31- NOTICE

All notices which shall or may be given hereunder shall be effective only if delivered in hand or by certified mail (return receipt requested) addressed to the party to or for whom intended at the address set out below or to such other person or entity as a party may, by like notice, hereafter designate.

To the Awarding Authority:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (email address)

To the Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (email address)

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

\_\_\_\_\_ by

Date

\_\_\_\_\_  
Awarding Authority Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_ by

Date

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Agent

CERTIFICATION BY MUNICIPAL AUDITOR OR ACCOUNTANT

I, \_\_\_\_\_, certify that appropriated funds are available to fund this Contract and that the official(s) signing on behalf of the City or Town has been authorized to do so. \_\_\_\_\_, Highway Superintendent or DPW Commissioner of the City or Town has been authorized to make decisions under this Contract, inspect services and approve invoices for payment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## ATTACHMENT 2: PREVAILING WAGE RATES by county

The following are the minimum wage rates applicable to the Work covered under this Contract. It is a violation of Chapter 149 Section 27 for an employer to pay less than these wages for the Contract Period. This schedule must be posted in a conspicuous place at the site of the work during the Contract Period.

Contractors are advised of their responsibility to submit weekly payroll records for all employees who work for the Awarding Authority under these Contract provisions for the period of time that these employees actually are working in the Town. Sole proprietors who perform Work under this Contract are exempt from the requirement to pay prevailing wages but still must submit the weekly payroll records for the weeks that they actually work in the Town. They should note on these payroll records that they are a sole owner/proprietor and therefore exempt.

**Counties include towns/cities as follows:**

**BRISTOL:** EASTON  
NORTON  
RAYNHAM

**NORFOLK:** BELLINGHAM  
FOXBOROUGH  
MILTON  
NORFOLK  
SHARON

**PLYMOUTH:** BRIDGEWATER  
EAST BRIDGEWATER  
HANSON



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Southeastern Regional Services Group (SERSG)  
**Contract Number:** **City/Town:** NEW BEDFORD  
**Description of Work:** Non-construction related Tree Removal in 11 towns for 10-month contract  
**Job Location:** various towns in BRISTOL COUNTY

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
  - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
  - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
  - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
  - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
  - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
  - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
  - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
  - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Rental of Equipment - East</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$0.00	\$0.00	\$66.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$0.00	\$0.00	\$78.10
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$0.00	\$0.00	\$58.47
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$0.00	\$0.00	\$83.00
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38

## Classification

Effective Date

Base Wage

Health

Pension

Supplemental  
Unemployment

Total Rate

**Apprentice - OPERATING ENGINEERS - Local 4****Effective Date -** 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$0.00	\$0.00	\$44.83
3	65	\$33.40	\$14.00	\$0.00	\$0.00	\$47.40
4	70	\$35.97	\$14.00	\$0.00	\$0.00	\$49.97
5	75	\$38.54	\$14.00	\$0.00	\$0.00	\$52.54
6	80	\$41.10	\$14.00	\$0.00	\$0.00	\$55.10
7	85	\$43.67	\$14.00	\$0.00	\$0.00	\$57.67
8	90	\$46.24	\$14.00	\$0.00	\$0.00	\$60.24

**Notes:****Apprentice to Journeyworker Ratio:1:6**

LABORER	12/01/2021	\$35.41	\$9.10	\$0.00	\$0.00	\$44.51
LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$0.00	\$0.00	\$45.41
	12/01/2022	\$37.16	\$9.10	\$0.00	\$0.00	\$46.26
	06/01/2023	\$38.06	\$9.10	\$0.00	\$0.00	\$47.16
	12/01/2023	\$38.96	\$9.10	\$0.00	\$0.00	\$48.06

**Apprentice - LABORER - Zone 2****Effective Date -** 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$0.00	\$0.00	\$30.35
2	70	\$24.79	\$9.10	\$0.00	\$0.00	\$33.89
3	80	\$28.33	\$9.10	\$0.00	\$0.00	\$37.43
4	90	\$31.87	\$9.10	\$0.00	\$0.00	\$40.97

**Effective Date -** 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$0.00	\$0.00	\$30.89
2	70	\$25.42	\$9.10	\$0.00	\$0.00	\$34.52
3	80	\$29.05	\$9.10	\$0.00	\$0.00	\$38.15
4	90	\$32.68	\$9.10	\$0.00	\$0.00	\$41.78

**Notes:****Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$0.00	\$0.00	\$44.51
LABORERS - ZONE 2 (HEAVY & HIGHWAY)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - LABORER (Heavy &amp; Highway) - Zone 2</b>						
<b>Effective Date - 12/01/2021</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$0.00	\$0.00	\$30.35
2	70	\$24.79	\$9.10	\$0.00	\$0.00	\$33.89
3	80	\$28.33	\$9.10	\$0.00	\$0.00	\$37.43
4	90	\$31.87	\$9.10	\$0.00	\$0.00	\$40.97
<b>Notes:</b>						
<b>Apprentice to Journeyworker Ratio:1:5</b>						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$0.00	\$0.00	\$37.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$28.44	\$14.00	\$0.00	\$0.00	\$42.44
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
VAC-HAUL/CATCH BASIN CLEANING TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentice 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.)

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.



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Southeastern Regional Services Group (SERSG)  
**Contract Number:** **City/Town:** DEDHAM  
**Description of Work:** Non-construction related Tree Removal in 5 towns for 10-month contract  
**Job Location:** various towns in NORFOLK COUNTY

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
  - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
  - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
  - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
  - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
  - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
  - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
  - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
  - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Rental of Equipment - East</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.05	\$13.41	\$0.00	\$0.00	\$50.46
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.12	\$13.41	\$0.00	\$0.00	\$50.53
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.24	\$13.41	\$0.00	\$0.00	\$50.65
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$0.00	\$0.00	\$66.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$0.00	\$0.00	\$78.10
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$0.00	\$0.00	\$58.47
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$0.00	\$0.00	\$83.00
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$0.00	\$0.00	\$44.83
3	65	\$33.40	\$14.00	\$0.00	\$0.00	\$47.40
4	70	\$35.97	\$14.00	\$0.00	\$0.00	\$49.97
5	75	\$38.54	\$14.00	\$0.00	\$0.00	\$52.54
6	80	\$41.10	\$14.00	\$0.00	\$0.00	\$55.10
7	85	\$43.67	\$14.00	\$0.00	\$0.00	\$57.67
8	90	\$46.24	\$14.00	\$0.00	\$0.00	\$60.24

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

LABORER	12/01/2021	\$41.18	\$9.10	\$0.00	\$0.00	\$50.28
LABORERS - ZONE 1	06/01/2022	\$42.18	\$9.10	\$0.00	\$0.00	\$51.28
	12/01/2022	\$43.18	\$9.10	\$0.00	\$0.00	\$52.28
	06/01/2023	\$44.18	\$9.10	\$0.00	\$0.00	\$53.28
	12/01/2023	\$45.43	\$9.10	\$0.00	\$0.00	\$54.53

**Apprentice - LABORER - Zone 1**

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$9.10	\$0.00	\$0.00	\$33.81
2	70	\$28.83	\$9.10	\$0.00	\$0.00	\$37.93
3	80	\$32.94	\$9.10	\$0.00	\$0.00	\$42.04
4	90	\$37.06	\$9.10	\$0.00	\$0.00	\$46.16

**Effective Date - 06/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.31	\$9.10	\$0.00	\$0.00	\$34.41
2	70	\$29.53	\$9.10	\$0.00	\$0.00	\$38.63
3	80	\$33.74	\$9.10	\$0.00	\$0.00	\$42.84
4	90	\$37.96	\$9.10	\$0.00	\$0.00	\$47.06

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY)	12/01/2021	\$41.18	\$9.10	\$0.00	\$0.00	\$50.28
LABORERS - ZONE 1 (HEAVY & HIGHWAY)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - LABORER (Heavy & Highway) - Zone I**

**Effective Date -** 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$9.10	\$0.00	\$0.00	\$33.81
2	70	\$28.83	\$9.10	\$0.00	\$0.00	\$37.93
3	80	\$32.94	\$9.10	\$0.00	\$0.00	\$42.04
4	90	\$37.06	\$9.10	\$0.00	\$0.00	\$46.16

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$23.48	\$14.00	\$0.00	\$0.00	\$37.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$28.44	\$14.00	\$0.00	\$0.00	\$42.44
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$36.88	\$13.41	\$0.00	\$0.00	\$50.29
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.63	\$13.41	\$0.00	\$0.00	\$51.04
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.92	\$13.41	\$0.00	\$0.00	\$51.33
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentice 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.)  
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.



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Southeastern Regional Services Group (SERSG)  
**Contract Number:** **City/Town:** BROCKTON  
**Description of Work:** Non-construction related Tree Removal on behalf of 11 towns for ten-month contract  
**Job Location:** various towns in PLYMOUTH COUNTY

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Rental of Equipment - East</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$0.00	\$0.00	\$49.36
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$0.00	\$0.00	\$49.43
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$0.00	\$0.00	\$49.55
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>  For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>  For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>  For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>  For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>  For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$52.38	\$14.00	\$0.00	\$0.00	\$66.38
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>  For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>  For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$68.70	\$9.40	\$0.00	\$0.00	\$78.10
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>  For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$49.07	\$9.40	\$0.00	\$0.00	\$58.47
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>  For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$73.60	\$9.40	\$0.00	\$0.00	\$83.00
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>  For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>  For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>  For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38

## Classification

Effective Date

Base Wage

Health

Pension

Supplemental  
Unemployment

Total Rate

**Apprentice - OPERATING ENGINEERS - Local 4****Effective Date -** 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$0.00	\$0.00	\$44.83
3	65	\$33.40	\$14.00	\$0.00	\$0.00	\$47.40
4	70	\$35.97	\$14.00	\$0.00	\$0.00	\$49.97
5	75	\$38.54	\$14.00	\$0.00	\$0.00	\$52.54
6	80	\$41.10	\$14.00	\$0.00	\$0.00	\$55.10
7	85	\$43.67	\$14.00	\$0.00	\$0.00	\$57.67
8	90	\$46.24	\$14.00	\$0.00	\$0.00	\$60.24

**Notes:****Apprentice to Journeyworker Ratio:1:6**

LABORER	12/01/2021	\$35.41	\$9.10	\$0.00	\$0.00	\$44.51
LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$0.00	\$0.00	\$45.41
	12/01/2022	\$37.16	\$9.10	\$0.00	\$0.00	\$46.26
	06/01/2023	\$38.06	\$9.10	\$0.00	\$0.00	\$47.16
	12/01/2023	\$38.96	\$9.10	\$0.00	\$0.00	\$48.06

**Apprentice - LABORER - Zone 2****Effective Date -** 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$0.00	\$0.00	\$30.35
2	70	\$24.79	\$9.10	\$0.00	\$0.00	\$33.89
3	80	\$28.33	\$9.10	\$0.00	\$0.00	\$37.43
4	90	\$31.87	\$9.10	\$0.00	\$0.00	\$40.97

**Effective Date -** 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$0.00	\$0.00	\$30.89
2	70	\$25.42	\$9.10	\$0.00	\$0.00	\$34.52
3	80	\$29.05	\$9.10	\$0.00	\$0.00	\$38.15
4	90	\$32.68	\$9.10	\$0.00	\$0.00	\$41.78

**Notes:****Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$0.00	\$0.00	\$44.51
LABORERS - ZONE 2 (HEAVY & HIGHWAY)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - LABORER (Heavy &amp; Highway) - Zone 2</b>						
<b>Effective Date - 12/01/2021</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$0.00	\$0.00	\$30.35
2	70	\$24.79	\$9.10	\$0.00	\$0.00	\$33.89
3	80	\$28.33	\$9.10	\$0.00	\$0.00	\$37.43
4	90	\$31.87	\$9.10	\$0.00	\$0.00	\$40.97
<b>Notes:</b>						
<b>Apprentice to Journeyworker Ratio:1:5</b>						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$23.48	\$14.00	\$0.00	\$0.00	\$37.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$28.44	\$14.00	\$0.00	\$0.00	\$42.44
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.78	\$13.41	\$0.00	\$0.00	\$49.19
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$0.00	\$0.00	\$65.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$0.00	\$0.00	\$47.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$0.00	\$0.00	\$49.94
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$0.00	\$0.00	\$64.83
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$0.00	\$0.00	\$50.23
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$0.00	\$0.00	\$49.65

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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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.)

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.

## LEGAL NOTICE TO CONTRACTORS

The Southeastern Regional Services Group (SERSG) invites bids for Tree Removal during the ten-month period April 1, 2022 to January 31, 2023. Contracts will result with the Towns of Bellingham, Bridgewater, East Bridgewater, Easton, Foxborough, Hanson, Milton, Norfolk, Norton, Raynham, and Sharon.

The Invitation for Bids (IFB) will be available at 12:00 noon on 26 January, 2022 and can be requested by email to [sersg@sersg.org](mailto:sersg@sersg.org). The **official bid package will be provided only to Massachusetts Department of Transportation vendors prequalified for the class of "Tree Trimming, Maintenance, and Removal."** The estimated-value used to request Pre-Qualification lists is **\$174,800**. Requestors not on the Pre-Qualification list will receive an unofficial bid package.

Bids must be received by **11:00AM February 16, 2022** and will be opened at that time and read aloud. A Bid tally and scans of all bids received will be available at [www.sersg.org](http://www.sersg.org) within 2 business days. Bids may be held by SERSG for a period not to exceed sixty (60) days.

All bidding shall be in accordance with relevant sections of MGL Chapters 30 and 149. **Prevailing wages must be paid by the Contractor.** Work performed under these contracts must comply with all current Massachusetts Law and Executive Orders including, but not limited to, non-discrimination and equal opportunity laws and regulations. A successful contractor shall also comply with Chapter 306 of the Acts of 2004, which pertains to the health and safety on public construction projects and work.

A Bid Bond equal to 5% of the value of the bid payable to the SERSG Service Corp. **must accompany the bid.** Bid securities will be returned upon execution of the Contract or within 60 calendar days of the bid date if no award is made.

The Awarding Authority will be the Board of Selectmen, Select Board, Town Manager, or Town Administrator of each SERSG municipality participating in this procurement. A contract will be awarded by each participating municipality to the lowest responsible and eligible bidder.

A Bidder awarded a Contract will be required to submit a labor and materials bond issued by a surety company licensed by the Commonwealth's Division of Insurance in an amount equal to 50% of the estimated value of each contract awarded when work with a municipality is scheduled.



**William Francis Galvin**  
Secretary of the Commonwealth of Massachusetts



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General contract submission confirmation

The following General Contract submission was successfully received.

Planned date of publish is 1/26/2022

<b>Awarding Agency</b>		
Agency Name and Address:	Southeastern Regional Services Group (SERSG) 6 Park Row Mansfield, MA 02048	
Project Number:		
Estimated Cost:	193600	
Contractor Qualification:		
Required for DCAMM contracts over \$150,000, Highway Division contracts over \$50,000. Add categories to the Project description below.		
<b>Contact Information</b>		
Name:	Moir Rouse	
Phone:	508-851-6441	Fax:
Email Address:	sersg@sersg.org Do not notify email address listed when final publish date assigned.	
<b>Contract Information</b>		
Project:	Tree removal for 12 towns	
Plans/Specifications Available:	1/26/22 at 12:00PM, request by email to sersg@sersg.org	
Place, date and time		
General Bid Deadline*:	2/16/22	Time 11:00AM
Sub Bid Deadline:		Time
Sub Bid Categories:		
Additional Information	Official IFB only to vendors on MassDOT list of prequalified contractors. Value used to request Pre-Qualification lists is provided in IFB. Requestors NOT on the list will receive an unofficial bid package that cannot be used for bidding. A Bid Bond equal to 5% of the value of the bid payable to the SERSG Service Corp. must accompany the bid. Bid securities will be returned upon execution of the Contract or within 60 calendar days of the bid date if no award is made.	

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**William Francis Galvin, Secretary of the Commonwealth of Massachusetts**

[Terms and Conditions](#)

[Accessibility Statement](#)

SERSG invites bids for Tree Removal on behalf of 11 member towns.

IFB available 1/26/22 12:00PM by email request to [sersg@sersg.org](mailto:sersg@sersg.org). Official bid packages provided only to vendors on MassDOT list of prequalified contractors, for which estimated value is included in IFB. Bids will be accepted at 6 Park Row Mansfield, MA 02048 until 11:00AM EST on 2/16/22 and opened at that time.

A Bid Bond equal to 5% of the value of the bid payable to the SERSG Service Corp. must accompany the bid. SERSG reserves the right to reject any and all bids.

All bidding in accordance with MGL Chapters 30 and 149. Prevailing wages must be paid by the Contractor. Work performed under this Contract must comply with all current Massachusetts Law and Executive Orders.

Southeastern Regional Services  
Group

Page 1 of 1

BID SOLICITATION

Bid Opening Date: 02/16/2022 11:00 AM  
Printed: 01/24/2022 02:36 PM

Description: Tree Removal

Bid Number <b>BD-22-2157-SERSG- SERSG-70465</b>
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Tree Removal in 11 towns for 10-month contract	1	DAY		
				TOTAL:	

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE  
PURCHASING ENTITY TO PURCHASE ANY GOODS OR  
SERVICES.

PURCHASED

By: Moira Rouse

Phone#: (508) 851-6441

Email: [sersg@sersg.org](mailto:sersg@sersg.org)

BUYER

**SERSG TREE REMOVAL SERVICE****PLAN HOLDER LIST****BID OPENING Feb 16, 2022**

for contracts 4/1/22-1/31/23

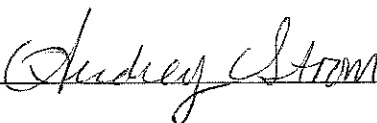
<u>Date</u> <b>UNOFFICIAL</b> <b>IFB Sent</b>	<u>Date</u> <b>OFFICIAL</b> <b>IFB sent</b>	<u>BID Received</u> <b>DATE</b>	COMPANY	Contact(s)	PHONE	City	St	<b>zip</b>
1/31			Allied Solution Enterprise	Jason Collier	877-328-4432	Carmel	IN	46032
2/3	2/3		Cain's Mechanical	John Cain	413-896-1612	Feeding Hills	MA	01030
1/26			Construction Bid Source (BidNet)	Angela	888-786-9450	Holly Springs	NC	27540
1/31	2/3		Dillon Tree Service	Barbara Dillon	508-799-7929	Shrewsbury	MA	01545
1/26			J Ranck Electrical (BidNet)	Adam Ranck	800-792-3822	Mt Pleasant	MI	48858
2/1			Malec Tree Service, Inc.	Frank Malec, Danielle Cruso	401-597-5988	Harrisville	RI	02830
2/2			Maltby Tree Co. (he called 2/4 to say th	Greg Yelle	781-344-3900	Stoughton	MA	02072
2/3	2/3	2/16 10:45AM	North-Eastern Tree Service, Inc.	Marisa Sepe, Thomas Grant,	401-941-7204, 40	Cranston	RI	02920
1/26	2/3	02/11/22	Northern Tree Service LLC	Matt Melillo	800-232-6132, ce	Palmer	MA	01069
2/7 & 2/8			Pathfinder Tree Service LLC	Dawn Carr, Lucas Carr	781-551-8733	Norwood	MA	02062
1/31			Projectdog	Brendan Dodier	978-499-9014	Newburyport	MA	01950
1/28			School Wholesale Supply (BidNet)	JP Das	615-519-7539	Nashville	TN	37210

	<u>Bid Price</u>	<u>Unit</u>	<u>Quantity Estimate</u>	<u>Bid x Qty</u>
<b>Northeastern Tree Co.</b>				
<b>Bidder Name</b>				
Logs & brush deposited in town	6,200.00 per day		29 days	\$ 179,800.00
Logs & brush removed/become contractor property	6,400.00 per day		20 days	\$ 128,000.00
			<b>Total</b>	<b>\$ 307,800.00</b>

<b>Northern Tree Co.</b>				
<b>Bidder Name</b>				
Logs & brush deposited in town	6,550.00 per day		29 days	\$ 189,950.00
Logs & brush removed/become contractor property	7,350.00 per day		20 days	\$ 147,000.00
			<b>Total</b>	<b>\$ 336,950.00</b>

\_\_\_\_\_  
**Bidder Name**

Signature of Witness



**Southeastern Regional Services Group**  
**TREE REMOVAL PRICES awarded for 4/1/22 - 1/31/23**

<b>ITEM NO. and DESCRIPTION</b>	<b>UNIT PRICE</b>	<b><u>Estimated</u> Quantity</b>	<b><u>Total Value</u></b>
<b>TREE REMOVAL SERVICE</b>			
<i>North-Eastern Tree Co. of Cranston, RI</i>			
<i>WINNING BIDDER'S NAME</i>			
Logs & brush deposited to town-designated location	\$ 6,200.00 per day	29	\$ 179,800.00
Logs & brush removed/become contractor property	\$ 6,400.00 per day	20	\$ 128,000.00
<b>Item Sub-Total</b>			<b>\$ 307,800.00</b>