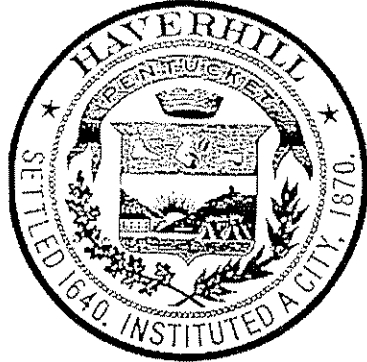




CITY OF HAVERHILL, MASSACHUSETTS

**Invitation for Bid
Urban Forestry Services**

IFB041.09

Bid Due Date: Thursday, June 11, 2009, 2:00 P.M.

City of Haverhill Purchasing Department
City Hall, Room 105
Four Summer Street
Haverhill, MA 01830-5875

Telephone: (978) 374-2309
Facsimile: (978) 521-4348

Purchasing@cityofhaverhill.com

**City Of Haverhill
City Hall
4 Summer Street
Haverhill, Massachusetts 01830-5876**

May 1, 2009

IFB041.09, Urban Forestry Services

I. General Information and Bid Submission Requirements

- A. Sealed bids are requested by the City of Haverhill for Urban Forestry Services. Envelopes containing sealed bids will be accepted at the City of Haverhill, City Hall, Robert J. DeFusco C.P.M., Purchasing Department, Room #105, 4 Summer Street, Haverhill, Massachusetts 01830 until the time indicated and will be publicly opened and read by the Purchasing Director.
- B. There will be a pre-bid meeting to familiarize prospective bidders with the specific requirements of the bid documents. The meeting will be held at Haverhill City Hall, Room 301, 4 Summer Street, Haverhill, MA 01830 at 10:00 a.m. on Thursday, May 21, 2009.
- C. Bids must be submitted by 2:00 p.m., Thursday, June 11, 2009, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "IFB041.09, Urban Forestry Services." Bids will be available for public inspection three (3) business days after the bid opening.
- D. The contract will be awarded by the City within sixty (60) days after the bid opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the successful bidder.
- E. Addenda: If any changes are made to the Invitation for Bid (IFB) an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having picked up/downloaded the IFB. Contractors shall be responsible for ensuring that all addenda are in receipt prior to bid deadline. The City will require acknowledgement of any addenda issued to be included on the bid form.
- F. Questions concerning this bid must be submitted in writing to: Robert J. DeFusco, email rdefusco@cityofhaverhill.com, before 2:00 PM on Thursday, June 4, 2009. Question may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all bidders on record as having picked up/downloaded the IFB.
- G. A bidder may correct, modify or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence and must reference the original IFB.
- H. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing.
- I. Bid Bond: This proposal shall be accompanied by a bid deposit in the form of a bid bond, or a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the City of Haverhill. A bid bond shall be (a) in a form satisfactory to the awarding authority, (b) with a surety company qualified to do business in the commonwealth and satisfactory to the awarding authority and (c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The amount of such bid deposit shall be five (5) per cent of the value of the bid.
- J. Performance Bond: The successful General Contractor must furnish a Performance Bond for one hundred (100) percent of the full sum of the value of the total bid by a surety company licensed to do business in the commonwealth.

- K. The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that the cancellation or rejection serves the best interests of the City of Haverhill.
- L. All bid prices submitted in response to this IFB must remain firm for ninety (90) days following the bid opening.
- M. Each bidder will submit three (3) copies including all required forms. All Bids submitted must include a signed certificate of non-collusion and tax compliance, reference listing, and a completed bid pricing sheet.
- N. Funds Availability. All contract awards are subject to and contingent upon fund availability.
- O. Indemnity: Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees. These provisions shall also include any liability which may result from a workers compensation claim or resulting third party action against the City.
- P. Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

II. Purchase Description/Scope of Services:

- A. The scope of work generally consists of furnishing all labor, tools, equipment, transportation and supervision necessary to accomplish all Urban Forestry at parks, memorials and open/green space in various locations throughout the City of Haverhill as directed by the Department of Public Works during the period from July 1, 2009 – June 30, 2010.
- B. Estimated quantities are for review of the bids only and are not necessarily the exact number of trees to be removed under this contract. The actual contract amount will be based on available funding. The number of trees removed will be based on actual requests up to the limit of available funding.
- C. All bid prices must remain firm throughout the contract term.

II. Quality Requirements:

- A. Bidder must provide all of the items described in the Invitation to Bid and the Urban Forestry Specification.
- B. Bidder must have been in the business of providing Urban Forestry services for a minimum of five (5) years.

IV. References:

- A. Commercial: Listing of five (5) contracts which the Bidder is performing or has performed during the last five (5) years similar to the work called for in the specification. Complete Appendix C.
- B. Financial References demonstrate a stable and secure financial position. Bidders must include a business information report or business profile from a credit reporting agency dated no earlier than sixty (60) days prior to bid submission date. Dunn and Bradstreet number or other financial rating classification
- C. The Bidder shall disclose any current or pending litigation regarding Urban Forestry services.

V. Rule for Award:

The contract will be awarded to the responsive and responsible bidder offering the lowest total cost for Tree and Stump Removal. Determination of responsiveness and responsible shall be based solely on the following criteria: (1) Includes the required submittals, if applicable, and complete all required forms as described herein and (2) Financial references.

VII. Bid Pricing Sheet:

- A. Total price on the Bid Pricing Sheet must include all items listed in the specification.

VII. Non Collusion Form and Tax Compliance Form: See Appendix B.

VIII. Additional Contract Terms & Conditions:

- A. The successful bidder shall comply with all applicable federal, state and local laws and regulations.
- B. Purchases made by the City are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
- C. Payment shall be made following completion of segments of work required by this specification and acceptance by this department's Tree Warden of the work performed in the execution of this contract.
- D. Verbal orders are not binding on the City or work done without formal Purchase Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
- E. All words, signatures and figures submitted on the bid shall be in ink. Proposals, which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices, which contain abnormally high or low amounts for any item, may be rejected as informal.
- F. A Notice of Acceptance of the Bid will be mailed or furnished to the successful bidder within forty-five (45) days of the bid opening. A City Contract and / or a Purchase Order will follow the written Notice of Award.
- G. A bid must be signed as follow: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- H. Massachusetts Prevailing Wages: The Division of Occupational Safety issues prevailing wage schedules to cities, towns, counties, districts, authorities, and agencies of the commonwealth for construction projects and several other types of public work. These prevailing wage schedules contain hourly wage rates that workers must receive when working on a public project. The wage schedules for this IFB are attached in Appendix D.
- I. Each bidder shall fully acquaint himself with the conditions as they exist and shall also thoroughly examine the Procurement Documents. Failure of any bidder to acquaint himself with the Procurement Documents shall in no way relieve bidder from any obligation with respect to his bid.
- J. The City reserves the right to request a vendor to maintain vendor records for five (5) years and to provide assistance with any future audit requirements.
- K. The Contractor shall be responsible for obtaining all permits, licenses, assigns, special insurance and public safety personnel details necessary for the proper execution of the required work. The City of Haverhill waives the payment of fees for permits issued by the City of Haverhill only.
- L. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- M. The undersigned further agrees to pay the City as liquidated damages, Two Hundred Fifty Dollars (\$250.00) per calendar day that the Contractor fails to commence and /or diligently prosecute the work in accordance with the Contract Documents and/or is in violation of the terms of the contract.
- N. In accordance with Massachusetts General Law, Ch149, 27B, a true and accurate record must be kept of all persons employed on a public works project for which the Prevailing Wage Rates have been provided. Every Contractor and Sub-Contractor must submit a copy of their weekly payroll records to the Awarding Authority. This is required to be done on a weekly basis. Failure to submit payrolls may result in delayed payment of monies outstanding, until contractor or subcontractor is in compliance with this law. Once collected, the Awarding Authority is also required to preserve those records for a period of three years. Internal departments of the city are exempt from this section.
- O. The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of services furnished hereunder resulting from imperfect or defective work done or materials furnished by the seller. Internal departments of the city are exempt from this section.
- P. All work shall be performed in accordance with OSHA standards and it shall be the contractor's responsibility to ensure that all required safety equipment is present and being utilized properly at the work sites. All equipment utilized under this contract shall be tested in accordance with OSHA standards. The Contractor shall notify the City in writing of items and procedures not in compliance with OSHA standards and shall immediately make correction thereof to comply
- Q. TREE MAINTENANCE SERVICE: Service rates for tree pruning will be charged according to per hour rates. Failure to meet response times shall be cause for termination of the contract. Service rates for stump grinding will be charged according to per inch rates. Failure to meet response times shall be cause for termination of the contract.
 - a. Routine Requests: Services must be provided within five (5) business days.

- b. Urgent Requests: Services must be provided within one (1) business day.
 - c. Emergency Requests: Services must be provided within one (1) hour to mitigate an emergency situation.
Contractor shall provide local phone number that is monitored 24 hours a day, 365 days a year.
- R. Insurance: The Contractor shall purchase and maintain during the term of this agreement such insurance coverage as is specified. This coverage shall apply to the Contractor directly and the work of any or all Subcontractor(s) he may employ, or anyone directly or indirectly employed for work under this Project. The Contract shall not become binding upon the City until receipt of satisfactory insurance certification.
- a. Worker's Compensation And Employer's Liability Insurance: Coverage as required by the Worker's Compensations laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149, sec. 34A, including both statutory lines and Coverage B.
 - b. Commercial General Liability Insurance: The Contractor shall provide the following minimum liability limits:

<u>Coverage</u>	<u>Limits of Insurance</u>
General Aggregate Limit: (Other than Products-Completed Operations)	\$2,000,000.00
Products-Completed Operations aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$100,000.00
Medical Expense Limit (any one person)	\$5,000.00
 - c. The Commercial General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:
 - i. Work performed by the Contractor himself with his own employees; Premises-operations and products and completed operation.
 - ii. Work performed by his Subcontractors; Contractors' Protective Liability ("sublet work" or "Independent Contractors") line. Use of subcontractors may be subject to provisions within the Specification regarding prior approval by the City.
 - iii. The Contractor's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate.
 - iv. Insurance certificates must name the City of Haverhill as an additional insured.
 - d. Automobile liability insurance: The Contractor shall provide the following minimum liability limits for all owned, non-owned and hired autos: Combined single limit for Bodily Injury and Property Damage: \$1,000,000.00.
 - e. Excess Umbrella Liability Insurance: The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City as an additional insured. Evidence of such excess liability shall be delivered to the City in the same form and manner as the required insurance policies.
 - f. General Requirements for All Lines of Insurance to be Furnished
 - i. All policies shall be written so the City shall be notified of cancellation or addition of "restrictive amendments" by Registered Mail or by Facsimile not later than sixty (60) days prior to the effective date of such cancellation or amendments.
 - ii. If the initial policy/policies expire prior to the completion of the work, renewal certifications shall be promptly filed with the City for extension of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.
 - iii. The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor, and the City shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions.

General Requirements for All Lines of Insurance to be furnished

If the initial policy/policies expire prior to the completion of the work, renewal certifications shall be promptly filed with the City for extension of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.

IX. Specifications

- 1) Hours of Work: Work hours under the terms of this contract shall be Monday through Friday, between the hours of 7:00 am and 4:00 p.m., except for emergency work. No overtime work shall be allowed or paid for under this contract except in the case of an emergency. The Tree Warden shall declare all emergencies. No work will be allowed on City of Haverhill recognized holidays except during emergency situations.
- 2) Bidders are requested to include with their bid, copies of the forms to be used to report their work accomplished, location, man and equipment hours worked. The awarding authority specifically reserves the right to reject any bid not complying with these instructions.
- 3) Disposal Of Stump Debris, Chips And Logs: The contractor, at his expense, is responsible for removing and disposal of all wood waste and /or debris produced under this contract with the City of Haverhill the same day it is produced, unless specific alternative arrangements are made with the City of Haverhill.
- 4) Defective Work Or Equipment: The contractor shall correct immediately any work unsatisfactory to the Tree Warden without additional compensation. The contractor shall replace any defective equipment with proper operating equipment. Failure to comply shall be cause to order the contractor to cease work until the condition has been corrected and without liability to this department or the City for so ordering the stoppage. Repeated use of defective or improper equipment shall be cause for notification by this department that the contractor is in default.
- 5) Failure In Performance And Delays By The Contractor
 - a) Failure or unreasonable delay in the compliance with, the execution and/or completion of any or all aspects of this specification and contract shall be cause for notification by this department that the contractor is in default.
 - b) If the contractor remains in default for a period of three days following notification of this condition, this department shall provide other workmen and equipment to remedy such conditions of default in place of and at the expense of said contractor without prejudice to any remedy which this department or the Town may have for breach of this contract.
 - c) In the event that the lowest responsible and responsive bidder is unable to perform, the second lowest responsive and responsible bidder would be called upon to continue contract. Bid prices are expected to be held or bidder would hold.
- 6) Indemnity Against Claims - Liability And Other Insurance: The contractor shall indemnify and save harmless the City and this department, its agents and employees from all suits and claims in any manner arising out of the work done under this contract. The contractor shall take out and maintain, during the life of the contract, Workmen's Compensation Insurance, Contractor's Liability Insurance and Contractor's Property Damage Liability Insurance and shall deliver to the Tree Warden, evidence of the same at the time the contract is given. Nothing herein shall be construed to make the contractor the agent of this department or the City or to in any way modify his liability as an independent contractor hereunder.
- 7) Wage Requirements: For the agreed upon contract price the contractor shall pay the contributions required by the Social Security, Unemployment Compensation and other applicable laws and shall indemnify and save harmless the City on account of any such contributions. The contractor shall comply with all Federal, State and City laws and regulations pertaining to the work covered by this specification. Minimum prevailing wages to be paid shall be in accordance with schedule of wages submitted by the Department of Labor and Industry.
- 8) Contractor's Representative: The Contractor shall have at all times a competent foreman or superintendent on the job who shall have full authority to act for the Contractor and to receive and execute orders from the Tree Warden or appointed representative, and any instructions given to such superintendent or person executing work for the Contractor shall be binding on the Contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

- 9) **Workers:** The Contractors shall employ competent foremen and laborers and shall replace, at the request of the Tree Warden, any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required.
- 10) **Accident Prevention**
 - a) The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Tree Warden or authorized representative, shall be immediately discontinued by the Contractor upon his receipt of instructions from the Tree Warden, or authorized representative, to discontinue such practice.
 - b) The Contractor shall abide by all EPA and OSHA safety standards and regulations.
- 11) **Mandatory Qualifications:** All work performed under this contract shall be performed under the direct supervision of a current Massachusetts Certified Arborist whose name shall be submitted to the Tree Warden as part of the bid.
- 12) **Quality And Methods Of Workmanship:** In general, urban forestry services shall follow the best-recognized and accepted Forestry standards of the ANSI standards and must comply with all applicable Municipal and State Laws.
- 13) **Instructions To Contractors**
 - a) The contractor shall report to, and make all arrangements with, the City's Tree Warden, who shall be this City of Haverhill's representative.
 - b) The contractor shall not handle or work near power lines. All repairs to electric lines or equipment resulting from damage incurred as a result of the prosecution of this contract shall be made by National Grid at the expense of the contractor.
 - c) All work shall be performed in a thorough and workmanlike manner to the satisfaction of the Tree Warden. Actual cuts remain the jurisdiction of the Tree Warden where applicable.
 - d) The contractor's supervisor, in charge of the urban forestry crew, shall be responsible for carrying out orders and instructions on the job. All department instructions shall be made to said supervisor who shall be capable of satisfactorily surveying all work performed by his crew. Any additional supervision provided by the contractor shall be at no expense to the department. The crew supervisor shall be the only member of the contractor's crew to obtain permission, where required, from property owners or from any public authority concerned as work progresses.
 - e) Requests by the crew supervisor shall be made in such a manner so as to enhance relations for the department. Requests to private property owners shall make clear to the owner that he bears no direct expense for the work on his property.
 - f) In no case shall the contractor engage in any work for any party in the designated work area other than for the City and in accordance with this specification during the period this contract is in force without express written permission of the Tree Warden. Violation of this provision shall be cause for notification by this department that the contractor is in default.
 - g) Modern tools shall be provided by the contractor and maintained to the satisfaction of the Tree Warden. Modern truck (s) shall be provided for the transportation of equipment and personnel and for the disposal of refuse and other necessary operations. The contractor must own, or have exclusive contractual use of, a chipper and aerial bucket or platform truck. This equipment and arrangements for exclusive use must be to the Tree Warden's satisfaction.
 - h) Rotary circular saws will not be permitted. Limbs are to be cut using handsaws, pole saws or chainsaws.
 - i) The contractor shall take necessary precautions and be responsible for preventing personal injury and damage to property and shall conduct his operations with a minimum of interference to traffic and with a minimum of inconvenience to the public. Necessary obstructions to the public way shall be reported to the public authority involved and shall be marked with warning cones, flags, signs and signal devices as required by such public authority or the City. The contractor shall coordinate and obtain special police traffic details where required by the Police Department. The City will pay the Police Department directly for the cost of police details.
 - j) The contractor's crew supervisor shall, absolutely, report at the beginning of each day to the Tree Warden stating the work location of the crew for that day and detailing work accomplished the preceding day. All reports of damage to National Grid or other utilities utility wires shall be reported immediately to the Tree Warden. Dangerous tree conditions outside the scope of this contract should be reported immediately to the Tree Warden in writing.

14) **Tree Removal**

- a) On a periodic basis during the life of the first year of the contract, the Tree Warden shall provide a minimum listing of five (5) trees to the contractor that shall be removed. All trees shall be removed within **thirty (30)** calendar days

from receipt of notice from the Tree Warden. However, if a tree has been deemed to be dangerous by the Tree Warden, it shall be removed immediately. Tree removal shall include all limbs, trunks and branches. It is the responsibly of the contractor to dispose of this material at their own cost. The area around the removed tree shall be raked and broom swept clean of dirt and debris immediately after the removal process ceases.

- b) The remaining tree stump shall be cut to a height of no more than six (6) inches above the existing ground level. The remaining tree stumps shall subsequently be removed to a minimum depth of 6 inches below existing ground level within **sixty (60)** calendar days from the day the tree is removed. The hole shall be filled with weed free topsoil to an elevation slightly above the surrounding grade, graded and seeded with high quality grass seed.

- 15) Method Of Measurement For Tree Removal: Trees to be removed shall be measured per inch of diameter. The diameter shall be measured at a point four feet six inches above the highest ground level at the tree and will be determined by dividing the measured circumference at this point by 3.1416. Please indicate your bid price to remove one tree and associated stump according to the specifications in each of the diameter inch categories as listed below.

16) Other Tree Care Services

- a) The City of Haverhill Department of Public Works (DPW) has responsibility for tree care along nearly 220 centerline miles of roadways as well as numerous parks and green spaces. The purpose of this section of the bid is to determine if tree care services for the City can be provided in a cost effective manner and, if so, select a contractor(s) to provide such service(s) for the City.
- b) The DPW wishes to solicit bids to perform work on an "as needed" basis, on trees and vegetation located along City roadways well as numerous parks and green spaces. This work may be performed during normal City working hours (M-F from 7:00 am to 3:00 p.m.) but also after these hours, plus Holidays and weekends.
- c) Qualified contractors will be required to perform tree removal, tree trimming, stump grinding fallen tree and limb removal, disease treatments, and related activities. Contractors must follow Manual of Uniform Traffic Control Device (MUTCD) guidelines while working within Haverhill's road right-of-ways. Contractors may also be requested to perform consulting services related to the evaluation of tree and vegetation health and safety issues.

17) Performance Standards

- a) All activities performed under this contract with the City of Haverhill shall conform to the most current standards for pruning, and tree support systems.
- b) All activities performed under this contract with the City of Haverhill conform to the most current standards for safe arboricultural operations.
- c) All work shall be performed or supervised onsite by a Certified Arborist. The contractor shall ensure that an Arborist Certification is maintained during duration of the contract period.

18) Protection Of Overhead Utilities

- a) Aerial line clearance shall be the responsibility of the Contractor to make special arrangements as needed with the utility companies to provide clearance around their aerial facilities.
- b) The Contractor shall protect all utilities from damage and shall immediately contact the appropriate utility if damage should occur. Contractor shall be responsible for all claims for damage due to Contractor's operations.

19) Trimming And Stump Removal

- a) Pruning to be performed under this contract with the Department includes the following: reducing hazards, maintaining or improving tree health and structure, improving aesthetics, removing diseased, dead, dying, decayed, interfering, or obstructing branches.
- b) Limbs and branches larger than 6 inches in diameter shall be lowered to the ground through the use of ropes or other mechanical devices.
- c) Before starting any excavation for stump removal, the Contractor shall contact **Dig Safe** for field locations of buried utility lines.
- d) After removal of a tree, the Contractor shall grind and remove all exposed portions of the stump and roots to a depth not less than six (6) inches below the existing ground level. The hole shall be filled with weed free topsoil to an elevation slightly above the surrounding area, graded and seeded.

- e) Contractor will perform work within a time period specified by the Department.

20) Need And Response For Emergency Work

- a) Throughout the term of the contract, it may become necessary for the Contractor to assist the Department in providing emergency tree service. The Contractor shall provide telephone numbers at which contact can be made on a twenty-four hour emergency basis. When conditions require emergency assistance, the Contractor shall respond and commence work within one (1) hour of receiving the emergency request.

- (1) When the request for emergency assistance has been issued, the Contractor must be able to furnish as a minimum the following types of equipment:

- (a) Aerial Lift
 - b) Wood Chipper
 - c) Stump Grinder
 - d) Log Loader
 - e) Front End Loader, Semi Trailer, Dump truck

Appendix A
IFB041.09
Bid Pricing Sheet

Tree and Stump Removal:

Range	Estimated Quantity *	Unit Price	Extended Price
10.0 to 15.00 diameter inch	30	\$	\$
15.5 to 20.0 diameter inch	30	\$	\$
20.5 – 30.4 diameter inch	30	\$	\$
30.5 and over diameter inch	30	\$	\$
Total			\$

* Estimated quantities are for review of the bids only and are not necessarily the exact number of trees to be removed under this contract. The actual contract amount will be based on available funding. The number of trees removed will be based on actual requests up to the limit of available funding.

Tree Maintenance Service

Scope of Work	Unit	Rate
Tree Pruning: Routine Requests: Services must be provided within ten (5) business days.	Hourly	\$
Tree Pruning: Urgent Requests: Services must be provided within one (1) business day.	Hourly	\$
Tree Pruning: Emergency Requests: Services must be provided within three (3) hours to mitigate an emergency situation.	Hourly	\$
Stump Grinding: Including site restoration.	Per inch of tree diameter	\$
Clean up of fallen trees and limbs	Hourly	\$

Appendix A
IFB041.09
Bid Pricing Sheet

Additional Urban Forestry Services: In the event that the Tree Warden determines the need for additional urban forestry services, please indicate the rates you would charge for the services listed below. In addition, Contractors will be responsible for providing all equipment necessary to conduct the urban forestry services such as power saws, pruners, ropes, etc.

Scope of Work	Unit	Rate
Over 45' Bucket Truck with 2 men	Hourly	\$ _____
Each extra man per day	Hourly	\$ _____
Chipper only as required i.e. Chipping may be only 1 hour per day	Hourly	\$ _____
Dump truck for removal of cut wood only as used	Hourly	\$ _____
Brush or Chip receiving truck only for hours used	Hourly	\$ _____
Stump grinding	Hourly	\$ _____

Company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

**Appendix B
IFB041.09
Certifications**

I. CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Name of Business

II. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 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 relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of Business

Appendix C
IFB041.09
References

Listing of five (5) contracts which the Bidder is performing or has performed during the last five (5) years similar to the work called for in these specifications.

Municipality/Company	Contact Person	Address	Phone

Company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Appendix D
Massachusetts Prevailing Wages

The wage schedules for this IFB are attached.

Please note: In response to your request for Prevailing Wage Rates, DOS has included two separate schedules to allow for proper classification and payment of employees in compliance with the Prevailing Wage Law:

- The Wage schedule labeled "**Rate Sheet: 27-F**" (see the bottom line of the schedule) includes the classifications "TREE TRIMMER" and "TREE TRIMMER GROUNDMAN"- these classifications apply only to the trimming of branches on and around utility lines.
- The Wage schedule labeled "**Rate Sheet: (insert your town/city/awarding authority)**" (see the bottom line of the schedule) includes the classification "LABORER: TREE REMOVER"- this classification applies to the wholesale removal of trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.

If you have any questions with regard to the application of these Wage schedules and/or the above classifications, please contact Nicholas Arienti or Steve Falcone at the Division of Occupational Safety.



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

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



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF HAVERHILL

Contract Number: City/Town: HAVERHILL

Description Of Work: FALLEN TREE REMOVAL & RELATED WORKS

Job Location: VARIOUS

Classification	Effective Dates and Total Rates					
(2 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$36.800				
(3 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$36.870				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$36.990				
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
BACKHOE/FRONT-END LOADER	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
BULLDOZER/GRADER/SCRAPER	12/1/2008	\$45.590	6/1/2009	\$46.700	12/1/2009	\$47.800
	12/1/2010	\$50.290			6/1/2010	\$49.040
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
COMPRESSOR OPERATOR	12/1/2008	\$35.860	6/1/2009	\$37.500	6/1/2009	\$36.680
	12/1/2010	\$39.350			12/1/2009	\$38.420
DIVER	8/1/2008	\$58.070	8/1/2009	\$61.080	8/1/2010	\$64.370
DIVER TENDER	8/1/2008	\$43.570	8/1/2009	\$45.720	8/1/2010	\$48.070
FORK LIFT/CHERRY PICKER	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
GENERATOR/LIGHTING PLANT/HEATERS	12/1/2008	\$35.860	6/1/2009	\$36.680	12/1/2009	\$37.500
	12/1/2010	\$39.350			6/1/2010	\$38.420
HOISTING ENGINEER/CRANES/GRADALLS	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
LABORER	12/1/2008	\$33.150	6/1/2009	\$34.150	12/1/2009	\$35.150
	12/1/2010	\$37.400	6/1/2011	\$38.400	12/1/2011	\$39.650
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/1/2008	\$30.050	6/1/2009	\$30.700	12/1/2009	\$31.360
	12/1/2010	\$32.830			6/1/2010	\$32.090
OILER (TRUCK CRANES, GRADALLS)	12/1/2008	\$32.870	6/1/2009	\$33.600	12/1/2009	\$34.330
	12/1/2010	\$35.990			6/1/2010	\$35.160
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2008	\$45.590	6/1/2009	\$46.700	12/1/2009	\$47.800
	12/1/2010	\$50.290			6/1/2010	\$49.040
PANEL & PICKUP TRUCKS DRIVER	12/1/2008	\$36.630				
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
PUMP OPERATOR (CONCRETE)	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009	\$48.140
	12/1/2010	\$50.640			6/1/2010	\$49.390
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2008	\$35.860	6/1/2009	\$36.680	12/1/2009	\$37.500
	12/1/2010	\$39.350			6/1/2010	\$38.420
ROLLER/SPREADER/MULCHING MACHINE	12/1/2008	\$45.590	6/1/2009	\$46.700	12/1/2009	\$47.800
	12/1/2010	\$50.290			6/1/2010	\$49.040
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/1/2008	\$37.090				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/1/2008	\$37.380				

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

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Issue Date: 3/16/2009

Rate Sheet: 27-F EAST

Job ID: 127003

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

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



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF HAVERHILL

Contract Number: City/Town: HAVERHILL

Description Of Work: FALLEN TREE REMOVAL & RELATED WORKS

Job Location: VARIOUS

Classification	Effective Dates and Total Rates			
	12/1/2008	6/1/2009	12/1/2009	6/1/2010
TRACTORS/PORTABLE STEAM GENERATORS	\$45.590	\$46.700	\$47.800	\$49.040
	12/1/2010 \$50.290			
TRAILERS FOR EARTH MOVING EQUIPMENT	12/1/2008 \$37.670			
TREE TRIMMER	2/1/2009 \$19.010			
TREE TRIMMER GROUNDMAN	2/1/2009 \$17.060			
VAC-HAUL/CATCH BASIN CLEANING	12/1/2008 \$37.090			

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DEVAL L. PATRICK
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TIMOTHY P. MURRAY
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

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



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF HAVERHILL

Contract Number: City/Town: HAVERHILL

Description Of Work: STANDING TREE REMOVAL/ TREE TRIMMING

Job Location: VARIOUS

Classification	Effective Dates and Total Rates				
(2 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$42.330			
(3 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$42.400			
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$42.520			
ADS/SUBMERSIBLE PILOT	8/1/2008	\$97.960	8/1/2009	\$102.480	8/1/2010 \$107.410
AIRTRACK OPERATOR	12/1/2008	\$42.500	6/1/2009	\$43.500	12/1/2009 \$44.500
	12/1/2010	\$46.750	6/1/2011	\$47.750	12/1/2011 \$49.000
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/1/2008	\$37.750	6/1/2009	\$39.250	12/1/2009 \$40.250
ASPHALT RAKER	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009 \$44.000
	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011 \$48.500
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009 \$58.570
	12/1/2010	\$61.070			6/1/2010 \$59.820
BACKHOE/FRONT-END LOADER	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009 \$58.570
	12/1/2010	\$61.070			6/1/2010 \$59.820
BARCO-TYPE JUMPING TAMPER	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009 \$44.000
	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011 \$48.500
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2008	\$42.500	6/1/2009	\$43.500	12/1/2009 \$44.500
	12/1/2010	\$46.750	6/1/2011	\$47.750	12/1/2011 \$49.000
BOILERMAKER	10/1/2008	\$54.800			
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2009	\$65.320	8/1/2009	\$67.120	2/1/2010 \$68.010
	2/1/2011	\$70.900	8/1/2011	\$73.000	2/1/2012 \$73.990
BULLDOZER/GRADER/SCRAPER	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009 \$58.230
	12/1/2010	\$60.720			6/1/2010 \$59.470
CAISSON & UNDERPINNING BOTTOM MAN	12/1/2008	\$46.250	6/1/2009	\$47.250	12/1/2009 \$48.250
	12/1/2010	\$50.500	6/1/2011	\$51.500	12/1/2011 \$52.750
CAISSON & UNDERPINNING LABORER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009 \$47.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011 \$51.600
CAISSON & UNDERPINNING TOP MAN	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009 \$47.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011 \$51.600
CARBIDE CORE DRILL OPERATOR	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009 \$44.000
	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011 \$48.500
CARPENTER	3/1/2009	\$52.770			
CEMENT MASONRY/PLASTERING	2/1/2009	\$64.110	8/1/2009	\$65.510	2/1/2010 \$66.200
	2/1/2011	\$68.440	8/1/2011	\$70.060	2/1/2012 \$70.830
CHAIN SAW OPERATOR	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009 \$44.000
	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011 \$48.500
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009 \$58.570
	12/1/2010	\$61.070			6/1/2010 \$59.820
COMPRESSOR OPERATOR	12/1/2008	\$46.290	6/1/2009	\$47.110	12/1/2009 \$47.930
	12/1/2010	\$49.780			6/1/2010 \$48.850
DELEADER (BRIDGE)	1/1/2009	\$61.210	7/1/2009	\$62.360	1/1/2010 \$63.510

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Issue Date: 3/16/2009

Rate Sheet: HAVERHILL

Job ID: 127004

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

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



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF HAVERHILL

Contract Number: City/Town: HAVERHILL

Description Of Work: STANDING TREE REMOVAL/ TREE TRIMMING

Job Location: VARIOUS

Classification	Effective Dates and Total Rates					
DEMO: ADZEMAN	12/1/2008 \$45.100	6/1/2009 \$46.100	12/1/2009 \$47.100	6/1/2010 \$48.100		
	12/1/2010 \$49.350	6/1/2011 \$50.350	12/1/2011 \$51.600			
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/1/2008 \$46.100	6/1/2009 \$47.100	12/1/2009 \$48.100	6/1/2010 \$49.100		
	12/1/2010 \$50.350	6/1/2011 \$51.350	12/1/2011 \$52.600			
DEMO: BURNERS	12/1/2008 \$45.850	6/1/2009 \$46.850	12/1/2009 \$47.850	6/1/2010 \$48.850		
	12/1/2010 \$50.100	6/1/2011 \$51.100	12/1/2011 \$52.350			
DEMO: CONCRETE CUTTER/SAWYER	12/1/2008 \$46.100	6/1/2009 \$47.100	12/1/2009 \$48.100	6/1/2010 \$49.100		
	12/1/2010 \$50.350	6/1/2011 \$51.350	12/1/2011 \$52.600			
DEMO: JACKHAMMER OPERATOR	12/1/2008 \$45.850	6/1/2009 \$46.850	12/1/2009 \$47.850	6/1/2010 \$48.850		
	12/1/2010 \$50.100	6/1/2011 \$51.100	12/1/2011 \$52.350			
DEMO: WRECKING LABORER	12/1/2008 \$45.100	6/1/2009 \$46.100	12/1/2009 \$47.100	6/1/2010 \$48.100		
	12/1/2010 \$49.350	6/1/2011 \$50.350	12/1/2011 \$51.600			
DIRECTIONAL DRILL MACHINE OPERATOR	12/1/2008 \$56.020	6/1/2009 \$57.130	12/1/2009 \$58.230	6/1/2010 \$59.470		
	12/1/2010 \$60.720					
DIVER	8/1/2008 \$72.590	8/1/2009 \$75.600	8/1/2010 \$78.890	8/1/2011 \$82.740		
DIVER TENDER	8/1/2008 \$58.090	8/1/2009 \$60.240	8/1/2010 \$62.590	8/1/2011 \$65.340		
DIVER TENDER (EFFLUENT)	8/1/2008 \$76.210	8/1/2009 \$79.440	8/1/2010 \$82.960	8/1/2011 \$87.090		
DIVER/SLURRY (EFFLUENT)	8/1/2008 \$97.960	8/1/2009 \$102.480	8/1/2010 \$107.410	8/1/2011 \$113.190		
ELECTRICIAN	3/1/2009 \$63.550	9/1/2009 \$64.780	3/1/2010 \$66.020	9/1/2010 \$67.260		
	3/1/2011 \$68.490					
ELEVATOR CONSTRUCTOR	1/1/2009 \$63.690	1/1/2010 \$65.190	1/1/2011 \$66.690	1/1/2012 \$68.190		
ELEVATOR CONSTRUCTOR HELPER	1/1/2009 \$49.830	1/1/2010 \$51.330	1/1/2011 \$52.830	1/1/2012 \$54.330		
FENCE & GUARD RAIL ERECTOR	12/1/2008 \$42.000	6/1/2009 \$43.000	12/1/2009 \$44.000	6/1/2010 \$45.000		
	12/1/2010 \$46.250	6/1/2011 \$47.250	12/1/2011 \$48.500			
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	11/1/2008 \$53.870	5/1/2009 \$54.830	11/1/2009 \$55.940	5/1/2010 \$57.040		
	11/1/2010 \$58.280	5/1/2011 \$59.520				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	11/1/2008 \$39.740	5/1/2009 \$40.310	11/1/2009 \$40.960	5/1/2010 \$41.610		
	11/1/2010 \$42.340	5/1/2011 \$43.070				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	11/1/2008 \$55.220	5/1/2009 \$56.190	11/1/2009 \$57.300	5/1/2010 \$58.410		
	11/1/2010 \$59.660	5/1/2011 \$60.910				
FIRE ALARM INSTALLER	3/1/2009 \$63.550	9/1/2009 \$64.780	3/1/2010 \$66.020	9/1/2010 \$67.260		
	3/1/2011 \$68.490					
FIRE ALARM REPAIR / MAINTENANCE	3/1/2009 \$51.620	9/1/2009 \$52.540	3/1/2010 \$53.470	9/1/2010 \$54.410		
	3/1/2011 \$55.330					
FIREMAN (ASST. ENGINEER)	12/1/2008 \$50.870	6/1/2009 \$51.820	12/1/2009 \$52.780	6/1/2010 \$53.850		
	12/1/2010 \$54.930					
FLAGGER & SIGNALER	12/1/2008 \$33.700	6/1/2009 \$33.700	12/1/2009 \$33.700	6/1/2010 \$34.700		
	12/1/2010 \$34.700	6/1/2011 \$35.700	12/1/2011 \$35.700			
FLOORCOVERER	3/1/2009 \$58.380					

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

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



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF HAVERHILL

Contract Number: City/Town: HAVERHILL

Description Of Work: STANDING TREE REMOVAL/ TREE TRIMMING

Job Location: VARIOUS

Classification	Effective Dates and Total Rates					
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	7/1/2008	\$27.300	7/1/2009	\$28.300	7/1/2010	\$29.000
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720				
MECHANICS MAINTENANCE	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720			6/1/2010	\$59.470
	3/1/2009	\$52.540				
MILLWRIGHT (Zone 2)	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009	\$44.000
MORTAR MIXER	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011	\$48.500
	12/1/2008	\$40.480	6/1/2009	\$41.130	12/1/2009	\$41.790
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/1/2010	\$43.260			6/1/2010	\$42.520
	12/1/2008	\$43.300	6/1/2009	\$44.030	12/1/2009	\$44.760
OILER (TRUCK CRANES, GRADALLS)	12/1/2010	\$46.420			6/1/2010	\$45.590
	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2010	\$60.720			6/1/2010	\$59.470
	1/1/2009	\$61.210	7/1/2009	\$62.360	1/1/2010	\$63.510
PAINTER (BRIDGES/TANKS)	1/1/2009	\$52.110	7/1/2009	\$53.260	1/1/2010	\$54.410
PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2009	\$50.170	7/1/2009	\$51.320	1/1/2010	\$52.470
PAINTER (SPRAY OR SANDBLAST, REPAINT)	12/1/2008	\$41.750	6/1/2009	\$42.750	12/1/2009	\$43.750
PAINTER (TRAFFIC MARKINGS)	12/1/2010	\$46.000	6/1/2011	\$47.000	12/1/2011	\$48.250
	1/1/2009	\$50.710	7/1/2009	\$51.860	1/1/2010	\$53.010
PAINTER / TAPER (BRUSH, NEW) *	1/1/2009	\$48.770	7/1/2009	\$49.920	1/1/2010	\$51.070
PAINTER / TAPER (BRUSH, REPAINT)	12/1/2008	\$42.160				
PANEL & PICKUP TRUCKS DRIVER	8/1/2008	\$58.090	8/1/2009	\$60.240	8/1/2010	\$62.590
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)					8/1/2011	\$65.340
PILE DRIVER	8/1/2008	\$58.090	8/1/2009	\$60.240	8/1/2010	\$62.590
	3/1/2009	\$60.400	9/1/2009	\$62.400	3/1/2010	\$64.400
PIPEFITTER & STEAMFITTER	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009	\$44.000
PIPELAYER	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011	\$48.500
	3/1/2009	\$60.170	9/1/2009	\$62.170	3/1/2010	\$64.170
PLUMBER	3/1/2009	\$60.400	9/1/2009	\$62.400	3/1/2010	\$64.400
PNEUMATIC CONTROLS (TEMP.)	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009	\$44.000
PNEUMATIC DRILL/TOOL OPERATOR	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011	\$48.500
	12/1/2008	\$42.750	6/1/2009	\$43.750	12/1/2009	\$44.750
POWDERMEN & BLASTER	12/1/2010	\$47.000	6/1/2011	\$48.000	12/1/2011	\$49.250
	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2010	\$61.070			6/1/2010	\$59.820
	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570
PUMP OPERATOR (CONCRETE)	12/1/2010	\$61.070			6/1/2010	\$59.820
	12/1/2008	\$46.290	6/1/2009	\$47.110	12/1/2009	\$47.930
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2010	\$49.780			6/1/2010	\$48.850

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Issue Date: 3/16/2009

Rate Sheet: HAVERHILL

Job ID: 127004

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

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



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF HAVERHILL

Contract Number:

City/Town: HAVERHILL

Description Of Work: STANDING TREE REMOVAL/ TREE TRIMMING

Job Location: VARIOUS

Classification	Effective Dates and Total Rates					
READY-MIX CONCRETE DRIVER	5/1/2008	\$33.060	5/1/2009	\$33.420	5/1/2010	\$33.790
RECLAIMERS	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720			6/1/2010	\$59.470
RESIDENTIAL WOOD FRAME CARPENTER **	3/1/2009	\$35.620				
RIDE-ON MOTORIZED BUGGY OPERATOR	12/1/2008	\$42.000	6/1/2009	\$43.000	12/1/2009	\$44.000
	12/1/2010	\$46.250	6/1/2011	\$47.250	12/1/2011	\$48.500
ROLLER/SPREADER/MULCHING MACHINE	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720			6/1/2010	\$59.470
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofing)	2/1/2009	\$53.860				
SHEETMETAL WORKER	2/1/2009	\$61.020	8/1/2009	\$62.270	2/1/2010	\$63.520
SIGN ERECTOR	6/1/2008	\$35.520	6/1/2009	\$37.780		
SLATE / TILE / PRECAST CONCRETE ROOFER	2/1/2009	\$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/1/2008	\$42.620				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/1/2008	\$42.910				
SPRINKLER FITTER	3/16/2009	\$66.950	9/16/2009	\$68.450	3/16/2010	\$69.700
STEAM BOILER OPERATOR	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720			6/1/2010	\$59.470
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720			6/1/2010	\$59.470
TELECOMMUNICATION TECHNICIAN	3/1/2009	\$51.620	9/1/2009	\$52.540	3/1/2010	\$53.470
	3/1/2011	\$55.330			9/1/2010	\$54.410
TERRAZZO FINISHERS	2/1/2009	\$64.260	8/1/2009	\$66.060	2/1/2010	\$66.950
	2/1/2011	\$69.840	8/1/2011	\$71.940	2/1/2012	\$72.930
TEST BORING DRILLER	12/1/2008	\$46.500	6/1/2009	\$47.500	12/1/2009	\$48.500
	12/1/2010	\$50.750	6/1/2011	\$51.750	12/1/2011	\$53.000
TEST BORING DRILLER HELPER	12/1/2008	\$45.220	6/1/2009	\$46.220	12/1/2009	\$47.220
	12/1/2010	\$49.470	6/1/2011	\$50.470	12/1/2011	\$51.720
TEST BORING LABORER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600
TRACTORS/PORTABLE STEAM GENERATORS	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720			6/1/2010	\$59.470
TRAILERS FOR EARTH MOVING EQUIPMENT	12/1/2008	\$43.200				
TUNNEL WORK (COMP. AIR HAZ. WASTE)	12/1/2008	\$59.180	6/1/2009	\$60.430	12/1/2009	\$61.680
	12/1/2010	\$64.180	6/1/2011	\$65.430	12/1/2011	\$66.680
TUNNEL WORK (COMPRESSED AIR)	12/1/2008	\$57.180	6/1/2009	\$58.430	12/1/2009	\$59.680
	12/1/2010	\$62.180	6/1/2011	\$63.430	12/1/2011	\$64.680
TUNNEL WORK (FREE AIR HAZ. WASTE)	12/1/2008	\$51.250	6/1/2009	\$52.500	12/1/2009	\$53.750
	12/1/2010	\$56.250	6/1/2011	\$57.400	12/1/2011	\$58.750
TUNNEL WORK (FREE AIR)	12/1/2008	\$49.250	6/1/2009	\$50.500	12/1/2009	\$51.750
	12/1/2010	\$54.250	6/1/2011	\$55.500	12/1/2011	\$56.750

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

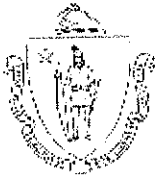
Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge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

Issue Date: 3/16/2009

Rate Sheet: HAVERHILL

Job ID: 127004

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

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



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF HAVERHILL

Contract Number: City/Town: HAVERHILL

Description Of Work: STANDING TREE REMOVAL/ TREE TRIMMING

Job Location: VARIOUS

Classification	Effective Dates and Total Rates			
	12/1/2008	6/1/2009	12/1/2009	6/1/2010
VAC-HAUL	\$42.620			
WAGON DRILL OPERATOR	\$42.000	\$43.000	\$44.000	\$45.000
	\$46.250	\$47.250	\$48.500	
WASTE WATER PUMP OPERATOR	\$56.340	\$57.450	\$58.570	\$59.820
	\$61.070			
WATER METER INSTALLER	\$60.170	\$62.170	\$64.170	

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.

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

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

Issue Date: 3/16/2009

Rate Sheet: HAVERHILL

Job ID: 127004

Page: 6

COMMONWEALTH OF MASSACHUSETTS

Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below 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 Apprentice Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

City/Town: HAVERHILL		All steps are 6 months (1000 Hours) unless otherwise specified**									
Classification	Ratio*	1	2	3	4	5	6	7	8	9	10
ASBESTOS INSULATOR (Pipes & Tanks)	1:4	50	60	70	80	Steps are 1 year					
BOILERMAKER	1:5	65	65	70	75	80	85	90	95		
BRICK/PLASTER/CEMENT MASON	1:5	50	60	70	80	90					
CARPENTER	1:5	50	60	70	75	80	80	90	90		
CARPENTER (Residential Wood Frame)	1:5	60	60	65	70	75	80	85	90		
ELECTRICIAN	2:3***	40	40	45	45	50	55	60	65	70	75
App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80											
ELEVATOR CONSTRUCTOR	1:1	50	55	65	70	80	Steps 1-2 are 6 mos.; Steps 3-5 are 1 year				
FLOORCOVERER	1:1	50	55	60	65	70	75	80	85		
Steps are 750 hrs.											
GLAZIER	1:1	50	55	60	65	70	75	80	90		
Steps are 750 hrs.											
HOIST/PORT. ENG.	1:6	55	60	65	70	75	80	85	90		
IRONWORKER	Structural 1:6; Ornamental 1:4	60	70	75	80	85	90				
LABORER		1:5	60	70	80	90					
MARBLE-TILE-TERRAZZO FINISHER	1:3	50	60	70	80	90	Steps are 800 hrs.				
MARBLE-TILE-TERRAZZO MECHANIC	1:3	50	60	70	80	90					
PAINTER	1:1	50	55	60	65	70	75	80	90		
Steps are 750 hrs.											
PILE DRIVER	1:3	60	65	70	75	80	85	90	95		
PLUMBER/PIPEFITTER	1:5	37.5	40	45	50	55	60	65	70	75	80
ROOFER	**	50	60	65	75	85	Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.				
** 1:5, 2:6 -10 thereafter 1:10 (or portion thereof)											

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

** Multiple ratios are listed in comment field.

*** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:
1 JM: 1 App; 2-3 JM: 2 App; 4-6 JM: 4 App; 7- 9 JM: 6 App; 10- 12 JM: 8 App; 13-15 JM: 10 App; etc

**** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:
1-2 JM: 1 App; 3-4 JM: 2 App; 5 JM: 3 App; 6-7 JM: 4 App; 8 JM: 5 App; etc

COMMONWEALTH OF MASSACHUSETTS

Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below 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 Apprentice Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

City/Town: HAVERHILL			All steps are 6 months (1000 Hours) unless otherwise specified**									
ROOFER (REROOFING)	**	50	60	65	75	85						
** 1:4; Thereafter 1:1		Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.										
SHEET METAL WORKER	1:4	40	45	50	60	65	75	85				
		Steps 1-3 are 1 year; Steps 4-7 are 6 mos.										
SIGN ERECTOR	1:1	50	55	60	65	70	75	80	85	90		
		Steps are 4 mos.										
SPRINKLER FITTER	1:1	40	45	50	55	60	65	70	75	80	85	
TELECOMMUNICATION TECHNICIAN	1:1	40	45	50	55	60	65	75	80			

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

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*** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:
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CITY OF HAVERHILL
ARTICLES OF AGREEMENT

Urban Forestry
IFB041.09

(For information only. This contract will be completed by the City at time of award.)

This agreement is made and entered into this _____ day of _____, 2009 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and _____ a ☐ corporation duly organized and existing under the laws of the Commonwealth/State of _____ or ☐ as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ADDRESS:

TELEPHONE AND FACSIMILE NUMBER:

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the bid documents," which include without limitation, the instructions to bidders, the CONTRACTOR's bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR's bid or proposal.

ARTICLE II. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on November 30, 2009.

ARTICLE III. TERMS. The CONTRACTOR agrees to provide Urban Forestry services all in accordance with the bid documents of _____, 2009 (bid opening date).

ESTIMATED CONTRACT VALUE: U.S. Dollars.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the CONTRACTOR's bid.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. INTERPRETATIONS AND APPROVALS: Every contract which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE VIII. CONFLICT. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supercede these Articles.

ARTICLE IX. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE X. PERFORMANCE BOND: The Contractor must furnish the City a Performance Bond for one hundred (100) percent of the value of the bid.

ARTICLE XI. FOREIGN CORPORATIONS: CONTRACTORS and subcontractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws and submit to the City a certificate of the state secretary stating that the corporation has complied with requirements and the date of compliance, and further has filed all annual reports required.

ARTICLE XII. FINANCIAL REPORTING: The CONTRACTOR will maintain certain financial records and make them available for inspection by certain state agencies and file periodic financial reports.

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

ARTICLE XIV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Haverhill:

William D. Cox, Jr., Esq.
City Solicitor

James J. Fiorentini, Esq.
Mayor

Witness

Robert DeFusco
Purchasing Director

FOR THE CONTRACTOR:

By: _____

Michael Stankovich
Public Works Director

Corporate Secretary:

Certified as to Availability of Funding:

Charles Benevento, Director of Finance & City Auditor