

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PARKS, RECREATION & CULTURE
(M.G.L. Ch. 30, Sec. 39M)

PROJECT MANUAL:

TREE AND WOODY DEBRIS MANAGEMENT, REMOVAL AND DISPOSAL
INVITATION FOR BID #21-44

Bid Opening Date: April 1, 2021 at 11:00 a.m.

MARCH 2021

Ruthanne Fuller, Mayor

CITY OF NEWTON

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TREE AND WOODY DEBRIS MANAGEMENT, REMOVAL AND DISPOSAL

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END OF SECTION

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #21-44**

The City of Newton invites sealed bids from Contractors for

TREE AND WOODY DEBRIS MANAGEMENT, REMOVAL AND DISPOSAL

Bids will be received until: 11:00 a.m., Thursday, April 1, 2021*

at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

*** To promote the health and safety of City workers and the public, Newton City Hall is still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. Bidders who wish to attend the Bid Opening can do so by telephone conference call. To attend, call 617.454.5555. When prompted, enter Participant Passcode 1220#. There will be no in person meetings.**
- 2. Bids not received by mail or courier at Room 108 may be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**
- 3. Bids results will be scanned and posted as soon as practicable after the opening. Copies of bids will be available on written request.**

The work of this contract includes: the labor, materials, and equipment required to perform this project throughout the City as directed by the Commissioner of Parks, Recreation & Culture designee in his/her capacity as Tree Warden.

The City will award one contract to the lowest responsible and eligible bidder. Any bidder not bidding all line items may be deemed unresponsive.

The term of this contract **shall extend from July 1, 2021 through June 30, 2022.** The City, at its sole discretion, shall have the option to extend the contract for two (2) additional one (1) year terms with no change to the contract prices listed here and terms and conditions. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

Contract Documents will be available on line at www.newtonma.gov/bids or pickup at the Purchasing Department after 10:00 a.m., March 18, 2021. There will be no charge for contract documents. All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. **All bids shall be submitted as one ORIGINAL and one COPY.**

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. Wages are subject to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50% of the contract total.**

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, which is available on the City's Purchasing Department's web page.

Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so in order that you receive copies of any addenda, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER (21-44).

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. Any award made shall be subject to appropriation of funds prior to execution of contract. The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read
Chief Procurement Officer
March 18, 2021

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, March 26, 2021 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #21-44**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #21-44," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- * GENERAL BID FOR: **#21-44**
- * NAME OF PROJECT: **Tree and Woody Debris Management, Removal and Disposal**
- * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no Less than 10 hours of OSHA-approved safety and health training. See M.G.L. c.30, §39M(c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for items set forth in the Item Sheets, attached at p. 11-12 below. It is the City's intent to award one (1) contract to the responsible and eligible bidder offering the lowest Grand Total on Bid Form 21-44 based on Items 1 through 32 on the Item Sheets. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City has used a proprietary specification to describe the supply listed in the specifications. Such specifications are permitted under M.G.L. c. 30, §39M(b), provided that the City state in writing that use of the proprietary specification is in its best interest and that it will accept an "equal" of the item specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength, and design; (ii) will perform the intended function at least equally; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications. Bidders wishing to provide an equal item should do so with their bids. The City shall have the sole right to determine whether or not said item is equal.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS

- 10.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.
- 10.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

END OF SECTION

CITY OF NEWTON

PURCHASING DEPARTMENT

BID FORM #21-44

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

TREE AND WOODY DEBRIS MANAGEMENT, REMOVAL AND DISPOSAL

B. This bid includes addenda number(s) _____.

C. The proposed contract price is as follows (*the Grand Total from the attached Item Sheets*):

DOLLARS (\$ _____)
(*Grand Total of Items 1 through 32 on the Item Sheets, pages 11-12*)¹

COMPANY _____

D. The undersigned has completed and submits herewith the following documents:

- Five Percent (5%) Bid Surety
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certificate of Tax Compliance, 1 page
- Certificate of Foreign Corporation, 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page
- Signed Bid Form, 2 pages
- Bid Item Sheets, 2 pages

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days

¹ To the extent that the bid is based on estimated quantities, they are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in the Bidder's Item Sheets.

- F. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

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 and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) 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 (“OSHA”) 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; and (3) 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 OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____
(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone / Fax)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a/ give full legal identity. Attach additional pages as necessary

END OF SECTION

ITEM SHEETS

Contractors must provide a price for each line item. Any bidder that does not provide prices for ALL items on the Item Sheets may be deemed unresponsive.

Item	Estimated Quantity ¹	Unit Price	Total price
1. Aerial Bucket Truck Crew Standard Rate	320	\$_____	_____
2. Aerial Bucket Truck Crew Overtime Rate	40	\$_____	_____
3. Aerial Bucket Truck with Elevator Crew Standard Rate	700	\$_____	_____
4. Aerial Bucket Truck with Elevator Crew Overtime Rate	40	\$_____	_____
5. Log Loader Crew Standard Rate	700	\$_____	_____
6. Log Loader Crew Overtime Rate	100	\$_____	_____
7. Chip Truck Crew Standard Rate	1	\$_____	_____
8. Chip Truck Crew Overtime Rate	1	\$_____	_____
9. Dump Truck Crew Standard Rate	1	\$_____	_____
10. Dump Truck Crew Overtime Rate	1	\$_____	_____
11. Stump Removal Crew Standard Rate	160	\$_____	_____
12. Stump Removal Crew Overtime Rate	1	\$_____	_____
13. Crane Crew Standard Rate	1	\$_____	_____
14. Crane Crew Overtime Rate	1	\$_____	_____
15. Skid Steer Loader Crew Standard Rate	1	\$_____	_____
16. Skid Steer Loader Overtime Rate	1	\$_____	_____
17. Supplemental Crew Member Standard Rate	1	\$_____	_____
18. Supplemental Crew Member Overtime Rate	1	\$_____	_____
19. Emergency Response Assistant Standard Rate	1	\$_____	_____
20. Emergency Response Assistant Overtime Rate	1	\$_____	_____
21. Tub/ Horizontal Grinder Daily Rate	1	\$_____	_____
22. Tub/ Horizontal Grinder set up and breakdown	1	\$_____	_____
23. Woodchip hauling and disposal per Cubic Yard	200	\$_____	_____
24. Woody debris hauling and disposal per Cubic Yard	100	\$_____	_____

¹ All quantities shown below are estimates only of the City's requirements during the contract term. The actual number of quantities may be more or less than those estimated. Regardless of the number of units purchased, unit prices and/or hourly rates shall be those stated on these Item Sheets. The City will direct the contractor to deliver only supplies that are actually required. The contractor will be compensated only for supplies delivered and accepted.

25.	Woody debris hauling and disposal per Ton	1	\$_____	_____
26.	Woody debris dumping and disposal per Cubic Yard	8000	\$_____	_____
27.	Stump grindings disposal per Cubic Yard	800	\$_____	_____
28.	Equipment Repair Services per Hour	1	\$_____	_____
29.	Forestry Style Aerial Bucket Truck Rental per Week	1	\$_____	_____
30.	Forestry Style Aerial Bucket Truck Rental per Month	1	\$_____	_____
31.	Log Truck Rental per Week	1	\$_____	_____
32.	Log Truck Rental per Month	1	\$_____	_____

GRAND TOTAL \$ _____

COMPANY _____

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

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 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)

Name of Business

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

Print Name: _____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

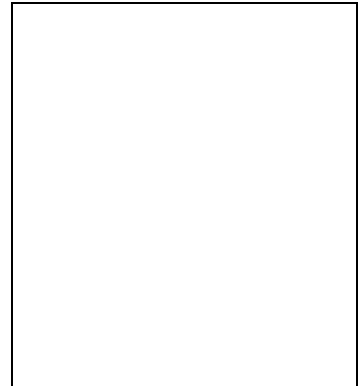
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here





Mayor
Ruthanne Fuller

Purchasing Department

Nicholas Read *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #21-44

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ X Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ___day of ___ in the year Two Thousand Twenty One by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

TREE AND WOODY DEBRIS MANAGEMENT, REMOVAL AND DISPOSAL

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #21-44 issued by the Purchasing Department;
- c. The Project Manual for **Tree & Woody Debris Management, Removal & Disposal**, including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- IV. CONTRACT TERM.** The term of this contract shall extend from July 1, 2021 through June 30, 2022. The City, at its sole discretion, shall have the option to extend for two (2) additional one (1) year terms with no change to the contract prices listed here and terms and conditions. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- V. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by the City of Newton Parks and Recreation Department specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable state law. **It is understood that payments under this contract shall not exceed the total contract price, unless the contract amount is increased by an authorized change order executed by the parties.**
- VI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- VIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- IX. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- X. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XI. INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

XII. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIII. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XIV. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Chief Procurement Officer

Print Name _____

Date _____

Title _____

Date _____

By _____

Commissioner of Parks, Recreation & Culture

Affix Corporate Seal Here

Date _____

Certified that City funds are available in the following account number:
0160253 524300

Approved as to Legal Form and Character

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders

By _____

Associate City Solicitor

By _____

Comptroller of Accounts

Date _____

CONTRACT AND BONDS APPROVED

Date _____

By _____

Mayor or her designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2021, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 2021.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

**GENERAL CONDITIONS
OF THE CONTRACT
FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.

- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.
- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.
- 5.0 REPORTS AND DRAWINGS
- When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services
- 6.0 CONTRACTOR'S ACCOUNTING RECORDS
- The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.
- 7.0 ASSIGNMENT/SUBCONTRACTING
- The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- 8.0 REMEDY FOR DEFAULT
- If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.
- 9.0 SUSPENSION OR TERMINATION
- 9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c.152 as amended.

PUBLIC LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall, during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. **The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.** The Contractor is obligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



CHARLES D. BAKER
Governor

KARYNE 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: City of Newton
Contract Number: IFB #21-44 **City/Town:** NEWTON
Description of Work: (Non-Construction Related) Tree and Woody Debris Management, Removal and Disposal services including
Emergency Response
Job Location: Various Locations

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
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$36.25	\$12.91	\$0.00	\$0.00	\$49.16
	06/01/2021	\$37.05	\$12.91	\$0.00	\$0.00	\$49.96
	08/01/2021	\$37.05	\$13.41	\$0.00	\$0.00	\$50.46
	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>	12/01/2020	\$36.32	\$12.91	\$0.00	\$0.00	\$49.23
	06/01/2021	\$37.12	\$12.91	\$0.00	\$0.00	\$50.03
	08/01/2021	\$37.12	\$13.41	\$0.00	\$0.00	\$50.53
	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>	12/01/2020	\$36.44	\$12.91	\$0.00	\$0.00	\$49.35
	06/01/2021	\$37.24	\$12.91	\$0.00	\$0.00	\$50.15
	08/01/2021	\$37.24	\$13.41	\$0.00	\$0.00	\$50.65
	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>	12/01/2020	\$49.98	\$13.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.08	\$13.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.23	\$13.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.08	\$13.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.23	\$13.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$50.54	\$13.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$51.68	\$13.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$50.98	\$13.50	\$0.00	\$0.00	\$64.48
	06/01/2021	\$52.08	\$13.50	\$0.00	\$0.00	\$65.58
	12/01/2021	\$53.23	\$13.50	\$0.00	\$0.00	\$66.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$33.00	\$13.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$33.75	\$13.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$34.54	\$13.50	\$0.00	\$0.00	\$48.04
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"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.08	\$13.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.23	\$13.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$33.00	\$13.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$33.75	\$13.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$34.54	\$13.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.08	\$13.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.23	\$13.50	\$0.00	\$0.00	\$65.73

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.49	\$13.50	\$0.00	\$0.00	\$40.99
2	60	\$29.99	\$13.50	\$0.00	\$0.00	\$43.49
3	65	\$32.49	\$13.50	\$0.00	\$0.00	\$45.99
4	70	\$34.99	\$13.50	\$0.00	\$0.00	\$48.49
5	75	\$37.49	\$13.50	\$0.00	\$0.00	\$50.99
6	80	\$39.98	\$13.50	\$0.00	\$0.00	\$53.48
7	85	\$42.48	\$13.50	\$0.00	\$0.00	\$55.98
8	90	\$44.98	\$13.50	\$0.00	\$0.00	\$58.48

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.09	\$13.50	\$0.00	\$0.00	\$41.59
2	60	\$30.65	\$13.50	\$0.00	\$0.00	\$44.15
3	65	\$33.20	\$13.50	\$0.00	\$0.00	\$46.70
4	70	\$35.76	\$13.50	\$0.00	\$0.00	\$49.26
5	75	\$38.31	\$13.50	\$0.00	\$0.00	\$51.81
6	80	\$40.86	\$13.50	\$0.00	\$0.00	\$54.36
7	85	\$43.42	\$13.50	\$0.00	\$0.00	\$56.92
8	90	\$45.97	\$13.50	\$0.00	\$0.00	\$59.47

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER <i>LABORERS - ZONE 1</i>	12/01/2020	\$39.90	\$8.60	\$0.00	\$0.00	\$48.50
	06/01/2021	\$40.92	\$8.60	\$0.00	\$0.00	\$49.52
	12/01/2021	\$41.93	\$8.60	\$0.00	\$0.00	\$50.53
	06/01/2022	\$42.93	\$8.60	\$0.00	\$0.00	\$51.53
	12/01/2022	\$43.93	\$8.60	\$0.00	\$0.00	\$52.53
	06/01/2023	\$44.93	\$8.60	\$0.00	\$0.00	\$53.53
	12/01/2023	\$46.18	\$8.60	\$0.00	\$0.00	\$54.78

Issue Date: 03/09/2021

Wage Request Number: 20210309-024

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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.94	\$8.60	\$0.00	\$0.00	\$32.54
2	70	\$27.93	\$8.60	\$0.00	\$0.00	\$36.53
3	80	\$31.92	\$8.60	\$0.00	\$0.00	\$40.52
4	90	\$35.91	\$8.60	\$0.00	\$0.00	\$44.51

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.55	\$8.60	\$0.00	\$0.00	\$33.15
2	70	\$28.64	\$8.60	\$0.00	\$0.00	\$37.24
3	80	\$32.74	\$8.60	\$0.00	\$0.00	\$41.34
4	90	\$36.83	\$8.60	\$0.00	\$0.00	\$45.43

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2020	\$39.90	\$8.60	\$0.00	\$0.00	\$48.50
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2021	\$40.92	\$8.60	\$0.00	\$0.00	\$49.52
	12/01/2021	\$41.93	\$8.60	\$0.00	\$0.00	\$50.53

Apprentice - LABORER (Heavy & Highway) - Zone 1

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.94	\$8.60	\$0.00	\$0.00	\$32.54
2	70	\$27.93	\$8.60	\$0.00	\$0.00	\$36.53
3	80	\$31.92	\$8.60	\$0.00	\$0.00	\$40.52
4	90	\$35.91	\$8.60	\$0.00	\$0.00	\$44.51

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.55	\$8.60	\$0.00	\$0.00	\$33.15
2	70	\$28.64	\$8.60	\$0.00	\$0.00	\$37.24
3	80	\$32.74	\$8.60	\$0.00	\$0.00	\$41.34
4	90	\$36.83	\$8.60	\$0.00	\$0.00	\$45.43

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/01/2020	\$23.20	\$13.50	\$0.00	\$0.00	\$36.70
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$23.75	\$13.50	\$0.00	\$0.00	\$37.25
	12/01/2021	\$24.33	\$13.50	\$0.00	\$0.00	\$37.83

Issue Date: 03/09/2021

Wage Request Number: 20210309-024

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$27.97	\$13.50	\$0.00	\$0.00	\$41.47
	06/01/2021	\$28.61	\$13.50	\$0.00	\$0.00	\$42.11
	12/01/2021	\$29.29	\$13.50	\$0.00	\$0.00	\$42.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$50.54	\$13.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$51.68	\$13.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$36.08	\$12.91	\$0.00	\$0.00	\$48.99
	06/01/2021	\$36.88	\$12.91	\$0.00	\$0.00	\$49.79
	08/01/2021	\$36.88	\$13.41	\$0.00	\$0.00	\$50.29
	12/01/2021	\$36.88	\$13.41	\$0.00	\$0.00	\$50.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.08	\$13.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.23	\$13.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$0.00	\$0.00	\$63.48
	06/01/2021	\$51.08	\$13.50	\$0.00	\$0.00	\$64.58
	12/01/2021	\$52.23	\$13.50	\$0.00	\$0.00	\$65.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$33.00	\$13.50	\$0.00	\$0.00	\$46.50
	06/01/2021	\$33.75	\$13.50	\$0.00	\$0.00	\$47.25
	12/01/2021	\$34.54	\$13.50	\$0.00	\$0.00	\$48.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$50.54	\$13.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$51.68	\$13.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$36.54	\$12.91	\$0.00	\$0.00	\$49.45
	06/01/2021	\$37.34	\$12.91	\$0.00	\$0.00	\$50.25
	08/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
	12/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$36.83	\$12.91	\$0.00	\$0.00	\$49.74
	06/01/2021	\$37.63	\$12.91	\$0.00	\$0.00	\$50.54
	08/01/2021	\$37.63	\$13.41	\$0.00	\$0.00	\$51.04
	12/01/2021	\$37.63	\$13.41	\$0.00	\$0.00	\$51.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$0.00	\$0.00	\$62.95
	06/01/2021	\$50.54	\$13.50	\$0.00	\$0.00	\$64.04
	12/01/2021	\$51.68	\$13.50	\$0.00	\$0.00	\$65.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$37.12	\$12.91	\$0.00	\$0.00	\$50.03
	06/01/2021	\$37.92	\$12.91	\$0.00	\$0.00	\$50.83
	08/01/2021	\$37.92	\$13.41	\$0.00	\$0.00	\$51.33
	12/01/2021	\$37.92	\$13.41	\$0.00	\$0.00	\$51.33

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$36.54	\$12.91	\$0.00	\$0.00	\$49.45
	06/01/2021	\$37.34	\$12.91	\$0.00	\$0.00	\$50.25
	08/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
	12/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75

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.

Issue Date: 03/09/2021

Wage Request Number: 20210309-024

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The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

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

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2021

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

WEEKLY PAYROLL REPORT FORM

Company Name: _____ Prime Contractor
 Project Name: _____ Subcontractor
 Awarding Auth.: _____ List Prime Contractor:
 Work Week Ending: _____ Employer Signature:
 Print Name & Title: _____

Employee Name & Address	Work Classification	Hours Worked							(A) Tot. Hrs.	(B) Hourly Base Wage	Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A*F] Weekly Total Amount
		S	M	T	W	T	F	S			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp		

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

**CITY OF NEWTON
DIVISION OF URBAN FORESTRY
SPECIFICATIONS FOR
TREE AND WOODY DEBRIS MANAGEMENT, REMOVAL, AND DISPOSAL**

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1. Scope and Intent

- 1.1. The City of Newton intends to award a contract to a vendor to perform tree and woody debris management, removal, disposal and support services in relation to all City owned trees and property in Newton. Work under this contract if awarded pursuant to the Bid shall consist of furnishing all labor, materials, and equipment required to accomplish scheduled, urgent, and emergency services. All work shall be performed under the direction of the Commissioner of Parks and Recreation in his/her capacity as Tree Warden
- 1.2. The frequency and volume of work under this contract will fluctuate throughout the year as work volume and budget allows. The primary purpose of this contract is to address down trees, parts of trees, and the associated debris on an emergency and urgent basis. The City may also schedule work outside of emergency situations. The city retains the right to schedule work as it deems necessary depending on need and funding.
- 1.3. The scope of the contract shall also include work required in emergencies at any time on a twenty-four hour per day, seven days per week basis to protect the public and to facilitate the restoration of essential public services including, but not limited to, highway travel, electrical service or any other work as deemed necessary by the Commissioner of Parks and Recreation.
- 1.4. The scope of the contract also includes response to weather related emergency conditions both during and after a weather event. The awarded vendor must be capable of providing all the crews as required under the Emergency Response Requirements section.
- 1.5. Work under this contract shall also include the removal of trees and tree pruning not resulting from emergency situations as directed by the City.
- 1.6. The City also retains the right to utilize its own workforce to address all aspects of this contract as well as work with additional outside vendors when the City determines it is in the best interest of the City.
- 1.7. Contract **WILL ONLY BE AWARDED** to a Vendor that meets the minimum requirements of this scope of work. This includes but is not limited to the following:
 - 1.7.1. **Vendor must own at least 14 Forestry Style Aerial Bucket Trucks (per specifications)**
 - 1.7.2. **Vendor must own at least 10 Log Loaders (per specifications)**
 - 1.7.3. **Vendor must own or lease at least 1 Crane (per specifications)**
 - 1.7.4. **Vendor must own or lease at least 1 Tub or Horizontal Grinder (per specifications)**
- 1.8. The initial term of this contract will be for one year, from **May 1, 2021 through April 30, 2022**. The City of Newton shall have the option to renew the contract for up to two additional one-year terms with no change in the contract conditions or bid prices. The City shall retain sole discretion in the exercise of each option to renew. The exercise of each renewal option shall be further subject to the appropriation of necessary funds and satisfaction with present contractor.

2. Powers and Duties of Commissioner

- 2.1. For the purposes of this contract, the City of Newton is acting through its Commissioner of Parks and Recreation who, by delegation and local ordinance, has control over and is responsible for the care and removal of all trees on City playgrounds, schools, recreation lands and conservation land. The Commissioner also performs the function of Tree Warden, in accordance with the Massachusetts General Laws, Chapter 87 entitled "Shade Trees", has authority over, control and supervision of all trees which now or which may hereafter exist upon any public street or highway in this City, and over all trees which exist upon any private property in this City, when such trees are in such hazardous condition as to affect adversely the public health, safety, and welfare. The term Commissioner shall mean Commissioner of Parks and Recreation and his/her designee.
- 2.2. This contract shall apply to work on all trees located on City land, all public shade trees, and all trees on private land, which the Commissioner may remove in his/her capacity as Tree Warden.
- 2.3. In the exercise of all or any of the powers herein granted, the Tree Warden shall have the authority to delegate all or any part of his/her powers and duties with respect to the supervision and control of this contract to his/her subordinates and assistants in the employ of the City of Newton as he/she may determine.
- 2.4. The Commissioner intends to designate a "Contract Supervisor" from within the subordinates and assistants in the employ of the Parks and Recreation Department.

3. Contract Value

- 3.1. All bids shall be based on the quantities set forth on the Bid Form. These quantities shall be used as a basis for the comparison of the bidders' proposals, and for determining an estimated annual contract value.
- 3.2. While the quantities are based on the City's best estimates of work to be performed during the term of this contract, the City reserves the right to increase or diminish the amount of any class or portion of the actual work in accordance with its actual requirements without change of price per unit.
- 3.3. Nothing herein shall be construed as a guarantee of the quantity of work to be performed under this contract and the Contractor will be paid only for work actually performed pursuant to the contract.

4. Qualification of Bidders
 - 4.1. Bidding on this contract shall be limited to individuals, companies, partnerships, and corporations actively engaged in the field of arboriculture.
 - 4.2. Bidders shall have a minimum of five years of emergency tree work and tree debris management experience for a municipality with greater than 200 miles of road. **PROOF IS REQUIRED AT TIME OF BIDDING.**
 - 4.3. Bidder shall provide a list of all vehicles and equipment they own that will be available for use during the contract. This list shall include make, model, year, and **SHALL BE PROVIDED AT THE TIME OF BID SUBMITTAL.**
 - 4.4. Bidder shall own or lease, and operate at least one large tub or horizontal grinder. Proof is required at time of bidding.
 - 4.5. Bidder must own a minimum 14 Forestry style aerial bucket trucks and own a minimum 10 enclosed Log Loaders. These trucks must be normally housed within 100 miles of the City of Newton Massachusetts. Proof is required at time of bidding.
 - 4.6. Bidders shall have a minimum of five years of tree removal and tree maintenance experience. Proof is required at time of bidding.
 - 4.7. Bidders shall be required to provide evidence of successful performance of contracts within the past five years similar in scope and size to specifications called for in this contract.
 - 4.8. Bidders shall demonstrate competence, experience and financial capability to carry out the full terms of this contract.
 - 4.9. Bidders shall be required to demonstrate to the satisfaction of the City as a condition of contract award that they possess vehicles and equipment sufficient for the successful performance of this contract and which substantially meets the specifications as set forth in this document.
 - 4.10. The City reserves the right, prior to the award of this contract, and any other time during the contract to inspect the serviceability of any and all equipment, which will be used by the Contractor for work, called for in terms of this contract.
5. Permits
 - 5.1. The Contractor and employees must be fully licensed by the appropriate State and Federal agencies. The Contractor shall secure and pay all permits, bonds, governmental fees and licenses necessary for the proper execution of the required work.
6. Interpretation of Contract
 - 6.1. This contract is to be interpreted in accordance with the Laws of the Commonwealth of Massachusetts. If any part of this contract or the contract documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the contract and the contract documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.
7. Liquidated Damages
 - 7.1. The City shall be entitled to assess liquidated damages against the Contractor for its failure to properly and completely remove trees or parts of trees as assigned. The contractor agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by Newton in the event the Contractor fails to properly remove any part of the tree, and fails to thoroughly clean the site of the debris generated during the tree removal operation. The liquidated damages are \$500 for each violation. The City shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off of such amount.
8. Standards and Definitions
 - 8.1. All Tree Maintenance and Removal Activities shall conform to the following:
 - 8.2. American National Standards Institute (ANSI): Standard A300-Current edition, Standard Practices for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance
 - 8.3. American National Standards Institute (ANSI): Standard Z-133.1.-Current edition, Safety Requirements for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush
 - 8.4. All other applicable Occupational Safety and Health Administration (OSHA) standards, and state and local regulations.
 - 8.5. American National Standards Institute- (ANSI) is the private, non-profit organization that administers the safety and maintenance regulations for the Tree Care Industry.
 - 8.6. Contract Supervisor- the individual or designated representative responsible for ensuring the requirements of this contract are adhered to.
 - 8.7. D.B.H.- Diameter at breast height. The location on a tree 4.5 feet above ground where the diameter of the tree is measured. Diameter will be measured to the nearest full inch.
 - 8.8. Occupational Safety & Health Administration- (OSHA) is the Federal agency responsible for insuring worker safety.
 - 8.9. Standard Work Hours- shall be Monday through Friday from 7:00 AM to 3:30 PM.
 - 8.10. Overtime Work Hours- shall be any work which the City requests the Contractor to commence or perform between 3:30 PM and 7:00 AM Monday through Friday, and anytime on Saturday, Sunday or Federal Holidays.
 - 8.11. Crew Leader – The lead individual on all two person or greater crews. The Crew Leader must have five years of aerial bucket truck, tree removal experience and general vegetation management experience. Must possess a valid operator’s license to operate the equipment they are using.

- 8.12. Ground person(s) – The individual(s) responsible to assist the Crew Leader during all tree operations. The Ground person must have prior experience in assisting in tree removal and general vegetation management experience. Must possess a valid driver’s license and have the required skills to operate the vehicle they are assigned to.
- 8.13. Log Loader operator – The individual responsible for operating any required Log loaders or equivalent truck. Must have experience in the use and safe operation of the Log Loader. Must possess a valid Commercial driver’s license and any other licenses required by the State of Massachusetts.
- 8.14. Stump- The portion of the tree attached to the roots after the trunk is cut typically located between the trunk and ground.
- 8.15. Trunk/butt- the main stem of a tree apart from limbs and roots typically located between the crown of the tree and the stump and roots.
- 8.16. Crown- head of foliage of a tree or shrub consisting of branches typically located at the upper portion of the trunk.
- 8.17. Branches- the woody structures of a tree connected to the trunk

9. General Standards

- 9.1. The Contractor’s work shall be done in a competent, professional, proficient manner and performance thereof and all materials and facilities furnished by him shall be to the satisfaction of the Commissioner.
- 9.2. All work areas shall be kept in such a manner so as to cause as little inconvenience as possible to the general public and adjacent property owners. When it is necessary to close pedestrian walks, vehicular traffic lanes or private access roads and drives, the Contractor shall provide personnel. Barricades, warning signs, cones, flags or other means required by governing rules and ordinances, along with notifying the affected property owner or resident. Driveways are not to be blocked with debris at any time.
- 9.3. In the event the City’s Contract Supervisor determines that a police detail is required during the performance of work under this contract, the City shall arrange for said detail, the cost of which will be borne by the City. The City shall have sole discretion to determine when a police detail is required.
- 9.4. The Contractor is required to maintain all work areas in a safe fashion, especially during times when a police detail is not required. The Contractor will set up all necessary caution signs, high visibility flags, traffic cones, etc., at all times while working in the City.
- 9.5. All wood, brush and debris must be disposed of properly and in compliance with the requirements as pursuant to the provisions contained herein. Any wood left must not block vehicular or pedestrian traffic, and/or access to homes, or other private or public property (except as otherwise directed by the Contract Supervisor).
- 9.6. The Contractor shall carefully protect against damage to all existing trees and plants. The contractor shall be liable for any and all damage to such trees, plants, real property and vehicles, and shall replace, repair, restore or provide for returning the same to their original condition, to the satisfaction of the Contract Supervisor.

10. Requirements Regarding Private Property

- 10.1. The normal access to a job site shall be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, the Contractor shall obtain the property owner’s permission in writing and shall notify the Contract Supervisor prior to the work. The Contract Supervisor may provide a permission/indemnification form to be used for this purpose.
- 10.2. The Contractor shall be required to deal directly with private citizens with respect to repairing and/or replacing damaged bushes, shrubs, and other damage to private property that may be caused by the Contractor in connection with work performed pursuant to this contract. A report in writing concerning such damage and action taken to correct the damages shall be given to the Commissioner of the Parks and Recreation Department if requested by the Commissioner.
- 10.3. The Contractor shall respond to the Commissioner within 24 hours in regard to all complaints of damage to private property alleged to have been caused by work performed by the Contractor. In case of such damage, the Contractor shall be required to make arrangements with the homeowner to remedy the damage. The Contractor shall make or effectuate any such repairs within in thirty (30) days of the date of the damage, or within such additional times as agreed in writing between the Contractor and homeowner.
- 10.4. In order to assist the City in the processing of claims for property damage, the Contractor shall be, at the City’s discretion, required to prepare a written report, on a form to be provided by the Commissioner of Parks and Recreation, as to the condition of the tree in each instance when the Contractor removes a tree and/or limb which has damaged private property including automobiles and damage to residential and commercial property.
- 10.5. The Contractor shall provide written reports and respond to requests by the Commissioner and/or the City Solicitor’s Office related to investigations of claims against the City for property damage and personal injuries claimed to be caused by incidents of falling trees or limbs including, wherever possible, reports of damage caused by trees that fall during storm conditions.

11. Equipment Requirements

- 11.1. Equipment used by the contractor in the performance of this contract must substantially meet or exceed the following specifications and requirements:
- 11.2. Forestry Style Aerial Bucket Truck:
 - 11.2.1. Aerial bucket truck equipped with dumping chip body.
 - 11.2.2. Minimum working height, 60 feet verified by lift serial number.

- 11.2.3. Minimum horizontal side reach, 45 feet with full continuous rotation.
- 11.2.4. Single fiberglass basket, minimum 300 lbs. Capacity, polyethylene basket liner.
- 11.2.5. 12 cubic yard dumping chip body
- 11.2.6. Tow hitch capable of towing specified chipper
- 11.2.7. Must be insulated and have the dielectric test required annually.
- 11.2.8. Contractor must own at least 14 (fourteen) of these trucks.
- 11.2.9. These trucks must be available to the City on request and be typically parked no further than 100 road miles from Newton MA.
- 11.3. Aerial Bucket Truck with elevator
 - 11.3.1. Minimum working height, 70 feet verified by lift serial number.
 - 11.3.2. Minimum horizontal side reach, 45 feet with full continuous rotation.
 - 11.3.3. Single fiberglass basket, minimum 300 lbs. Capacity, polyethylene basket liner.
 - 11.3.4. Must be insulated and have the dielectric test required annually.
 - 11.3.5. Contractor must own at least 6 (six) of these trucks.
 - 11.3.6. These trucks must be available to the City on request and be typically parked no further than 100 road miles from Newton MA.
- 11.4. Chipper
 - 11.4.1. Chipping capacity minimum 12 inch diameter
 - 11.4.2. Horsepower a minimum of 80hp
 - 11.4.3. Contractor must own at least 14 of these chippers.
 - 11.4.4. These chippers must be available to the City on request and be typically parked no further than 100 road miles from Newton MA.
- 11.5. Log Loader
 - 11.5.1. Model 2124 Prentice Log Loader or Rotobec Elite or approved equal.
 - 11.5.2. Must be mounted on a rubber tire vehicle with a minimum of 10 tires and have a minimum GVWR of 72,000 pounds.
 - 11.5.3. Minimum reach of 24 feet.
 - 11.5.4. Travel height not to exceed 13 feet 6 inches
 - 11.5.5. Log Loader vehicle must have a solid steel frame enclosure body compartment that is open on top and enclosed on all other sides
 - 11.5.6. The vehicle shall be equipped with necessary lights, including emergency flashing lights for maximum visibility, etc.
 - 11.5.7. Must meet or exceed all State & Federal department of transportation requirements in reference to the over the road use of a Log Loader vehicle.
 - 11.5.8. Must meet or exceed all OSHA safety standards.
 - 11.5.9. Must have wheel chocks. Must have the latest safety features, safety guards, caution/warning information. Etc. in reference to a Log Loader vehicle.
 - 11.5.10. Body capacity must be a minimum of 55 cubic yards.
 - 11.5.11. Contractor must own at least 10 of these trucks.
 - 11.5.12. These trucks must be available to the City on request and be typically parked no further than 100 road miles from Newton MA.
- 11.6. Crane
 - 11.6.1. Minimum of 40 ton Capacity
 - 11.6.2. Minimum of 120 feet of crane extension
 - 11.6.3. 360 degree working area
 - 11.6.4. Mounted on suitable, truck with minimum GVWR of 52,000 pounds. Must meet all State, local and Federal requirements for use on public roadways
 - 11.6.5. Contractor must own or lease at least 1 and must be available to City on request
- 11.7. Tub/ Horizontal Grinder
 - 11.7.1. Minimum of 1000 Horsepower
 - 11.7.2. Can be track mounted or trailer
 - 11.7.3. Minimum throughput rating 150 tons/hour
 - 11.7.4. Contractor must own or lease at least 1 and must be available to City on request
- 11.8. Dump Truck
 - 11.8.1. Medium Duty truck with mounted dumping body.
 - 11.8.2. Minimum GVWR, 16,000 pounds
 - 11.8.3. Solid steel frame enclosure body compartment that is open on top and an opening located in the back. Minimum of 3 cubic yards
 - 11.8.4. Dump body must be equipped with a hoist.
 - 11.8.5. Tow hitch capable of towing specified chipper or stump grinder
 - 11.8.6. Contractor must own or lease at least 1 (one) of these trucks and must be available to City on request
- 11.9. Stump Grinder

- 11.9.1. Minimum 70 horsepower
- 11.9.2. Wheel cut above ground minimum of 20 inches
- 11.9.3. Wheel cut below ground minimum of 20 inches
- 11.10. Skid-Steer Loader
 - 11.10.1. Minimum 45 Horsepower motor
 - 11.10.2. Minimum Operating Capacity of 1300 pounds
 - 11.10.3. Rubber Tires (4)
 - 11.10.4. Approximate width 60 inches
 - 11.10.5. Approximate height 70 to 80 inches
 - 11.10.6. Equipped with general purpose bucket
 - 11.10.7. Item includes vehicle for towing.
 - 11.10.8. Contractor must own or lease at least 1 and must be available to City on request
- 11.11. All vehicles and equipment used by the contractor shall comply with safety standards established by the Department of Transportation in the State they are registered pertaining to the operation and transportation of equipment on public and private ways.
- 11.12. GPS Tracking – all vehicles used for and during the execution of this contract must be equipped with a functioning GPS tracking device supplied and paid for by the Contractor. This device must be working and fully operational at all times while a vehicle is in use performing work for the City of Newton. The Contractor will provide the City 24 hour per day 365 days per year access to this tracking information through an internet based portal that in real time indicates the location, speed of travel and duration of stop time. The tracking service information found on the internet must provide the location of the vehicle at no greater than 5 minute intervals. Failure for a vehicle to have a functioning GPS tracking device and record may result in non-payment for the hours worked when the tracking information was not available. The City is willing to work with the Contractor to find a system that meets its needs.
- 11.13. Unless otherwise noted all vehicles must be equipped with chainsaws, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels climbing equipment, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. On the first day of work the City will request that the contractor display all these items to the Contract supervisor to insure they are on the truck. Missing items are required to be placed on the truck within 24 hours of notification from the City. At any time during the duration of the contract these items are missing or working improperly the City will require they be replaced within 24 hours of notification. Periodically the City will inspect the trucks for this equipment.
- 11.14.***All blowers must comply with the City's Noise Ordinance. Gas blowers are only permissible from Labor Day to Memorial Day and must not exceed 65 decibels. From Memorial Day to Labor Day only battery powered blowers will be allowed.**
- 11.15. All crews must be equipped with cellular phones to facilitate direct communication between the Contract Supervisor and the work crews. The cell phone shall be equipped with a voice mail function.
- 11.16. All equipment used at any time during the term of the contract shall be no older than 10 years, unless authorized by the City.
- 11.17. The Contractor's vehicles and equipment shall at all times be clean and in good repair and kept in a sanitary condition.
- 11.18. The Contractor shall be aware that the City does not currently have parking available for any equipment. Should the Contractor require parking for its vehicles or personnel it will be up to the Contractor to find and pay for this parking.
- 11.19. The Contractor shall hold harmless and indemnify the City for all claims, including, but not limited to, claims for property damage and liability in connection with the parking of vehicles.
- 11.20. The Contractor shall notify the City immediately if any equipment is out of service and promptly notify the City once the equipment is back in service. The Contractor shall use all due diligence to promptly effect repairs to out of service equipment and/or to secure alternate equipment if necessary to effectively perform the work of this contract.
- 11.21. At the discretion of the Contract Supervisor, if equipment failures, breakdowns or other related problems occur that are jeopardizing the execution of this contract the City will require the failed equipment be replaced. Failure to replace the equipment may result in the contract being terminated.
- 11.22. The Contractor shall not allow any operator to leave any vehicles/equipment unattended with the motor running.
- 11.23. All employees or agents of the Contractor who are assigned to drive in or operate vehicles shall at all times possess and carry valid vehicle/operator's licenses, as applicable which are required for the operation of such vehicles.

12. Personnel Requirements

- 12.1. The Contractor shall supply sufficient personnel to perform the work in accordance with the applicable specifications and conditions listed herein. The Contractor shall employ only qualified, competent personnel to do the work; and whenever the City shall notify the Contractor in writing, that a person in charge of, or on the work site, is incompetent, unfaithful, disorderly, unsafe, under the influence of liquor and/or drugs, using insolent or improper language or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this contract, such persons shall no longer be assigned by the Contractor to perform work called for under the terms of this contract. The Contractor is responsible for administering any drug/ alcohol testing of his employees as required by State and Federal agencies. The Contractor must inform the City with proper documentation that such random testing was performed.

- 12.2. All Crew members are to report for work promptly. Failure to show up on time may result in the City not providing work for the crew and not paying the crew for work that day. If a crew member or members repeatedly show up late for work the City may ask for new personnel. Repeated and frequently late crews may result in termination of the contract. The City will not tolerate late workers or work crews.
 - 12.3. All Contractor personnel shall be dressed and be provided by the Contractor suitable work and safety clothing at all times. Clothing must contain the Contractor's name and logo making them identifiable to the public.
 - 12.4. The Contractor shall provide their employees with all safety belts, helmets, eye and hearing protection and any other equipment defined as safety items by OSHA and ANSI.
 - 12.5. Each worker shall be experienced and highly qualified with necessary tree work skills to successfully complete this contract, including the ability and training to perform aerial rescue. Said skills shall also include worker safety and ability to be in compliance with current OSHA and ANSI standards.
 - 12.6. All bidders and work crews shall be qualified to work in or near any and all high voltage electrical, cable, and telephone transmission power lines. All crew members working near overhead utility lines must have completed E.H.A.P. (Electrical Hazard Awareness Program).
 - 12.7. In the event that the Contractor and/or his employees are found to be in violation of applicable safety requirements, the Contractor will be so notified by the Contract Supervisor or persons designated by him, and said person(s) may order that work be stopped until any and all such violations are corrected.
 - 12.8. The Contractor and his employees shall at all times conduct themselves in an appropriate manner. The City expects that all employees of the Contractor will interact with the public in a polite and professional manor. If the Contractor or his employees are not able to answer a question or satisfy a citizen request, then the Contractor shall refer the citizen to the Contract Supervisor as well as contact the Contract Supervisor right away.
13. Crew Requirements
- 13.1. Whenever the City requests a work crew we will request that they fall into one of the following categories. The City will notify the Contractor which crew type is being requested.
 - 13.2. Aerial Bucket Truck Crew – Crew of workers who are assigned to be in Newton as requested by the City. They must consist of one Crew Leader and one Ground person. This crew shall be equipped with an Insulated Forestry Style Aerial Bucket Truck and Chipper. This crew shall be equipped with chainsaws, pole saws, hand saw, hand loppers, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
 - 13.3. Aerial Bucket Truck with Elevator Crew – Crew of workers who are assigned to be in Newton as requested by the City. They must consist of one Crew Leader and one Ground person. This crew shall be equipped with an Insulated Aerial Bucket Truck with Elevator. This crew shall be equipped with chainsaws, pole saws, hand saw, hand loppers, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
 - 13.4. Log Loader Crew – The Log Loader Crew shall consist of **ONE** individual worker possessing a valid commercial driver's license and all other required licenses and permits to operate a log loader. This crew shall be equipped with a Log Loader. This crew shall be equipped with chainsaws and other equipment commonly utilized in log loader operations. The Log loader crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
 - 13.5. Chip Truck Crew – The Chip Truck Crew shall consist of **TWO** individual workers possessing a valid driver's license for assigned equipment. This crew shall be equipped with a Chip Truck with a chipper. This crew shall be equipped with chainsaws, pole saws, gas pole saws, gas blowers, hand brooms, rakes shovels, other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities.
 - 13.6. Dump Truck Crew – The Dump Truck Crew shall consist of **ONE** individual worker possessing a valid driver's license. This crew shall be equipped with a Dump Truck. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes shovels, other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities.
 - 13.7. Stump Removal Crew –The Stump Removal crew shall consist of **TWO** individual workers, a Dump Truck, a Stump Grinder, rakes, shovels, brooms, gas blowers, chain saw and other equipment commonly required for stump grinding. Both personnel shall possess a valid driver's license and be qualified to operate the stump grinder. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
 - 13.8. Crane Crew – The Crane Crew Shall consist **ONE** individual worker possessing a valid commercial driver's license and all other required licenses and permits to operate a crane. This crew shall be equipped with a Crane and all other roping and rigging devices required for doing tree work with cranes. The crane crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
 - 13.9. Skid Steer Loader Crew – Shall consist of **ONE** individual worker possessing a valid operator's license to operate a skid steer loader and the vehicle used to tow the equipment. This crew shall consist of one skid steer loader, one trailer capable of caring the skid steer loader, and one truck capable of towing the skid steer loader and trailer.

This crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

13.10. Supplemental Crew Member – A Supplemental Crew Member is one individual worker possessing a valid driver’s license. At the City’s discretion they may add additional crew members to any other crew. This person may be required to perform all manners of tree maintenance, tree emergency work and vegetation management. This individual may also be assigned to work with an existing City staff tree crew.

14. Emergency Response Requirements

- 14.1. Whenever the City determines that damaged tree(s), fallen tree(s), and significant weather event(s) requires an emergency response the Contractor will be required to provide equipment and personnel as outlined in this section on a 24 hour per day, 7 day per week basis. All crew(s) must arrive at its designated check-in point, as directed by the Contract Supervisor, within the time frame, outlined in this section, of being called and must be ready to begin operations upon arrival. All trucks are to be completely empty of all tree debris, wood chips, logs and branches and have a full tank of fuel.
- 14.2. Contractor will not be paid for the time required for crew and equipment to travel to the check in point without the prior authorization of the Contract Supervisor.
- 14.3. When requesting crews the Contract Supervisor will notify the Contractor exactly what equipment, crews and pay rates apply. The Contractor is required to provide exactly what the Contract Supervisor requests as outlined in this contract’s specifications. Any deviation or a substitution of equipment is at the sole discretion of the Contract Supervisor. Payment for any substitutions will be based on the requested equipment.
- 14.4. The Contractor shall be required to provide the City the following number of Aerial Bucket Truck Crews within the outlined time frames ready to work as outlined in this contract.
 - 14.4.1. Five Aerial Bucket Truck Crews within two hours of being called.
 - 14.4.2. An additional five Aerial Bucket Truck Crews within 24 hours of being called. (total of 10)
 - 14.4.3. An additional six Aerial Bucket Truck Crews within 72 hours of being called. (total of 16)
- 14.5. The Contractor shall be required to provide the City the following number of Log Loader Crews within the outlined time frames ready to work as outlined in this contract.
 - 14.5.1. Four Log Loader Crews within two hours of being called.
 - 14.5.2. An additional four Log Loader Crews within 24 hours of being called. (total of 8)
 - 14.5.3. An additional four Log Loader Crews within 72 hours of being called. (total of 12)
 - 14.5.4. An additional four Log Loader Crews within 96 hours of being called. (total of 16)
- 14.6. In the event the Contract Supervisor determines that inclement weather conditions will create a likelihood of tree damage, he/she may require the contractor to place one or more crews, with required equipment, on standby status. Standby status shall mean that crew and equipment have been dispatched to a designated location within Newton and are available for immediate deployment if necessary. Additional crews and equipment will be supplied if requested by the City based on the anticipated severity of the storm. Crews will be expected to remain in Newton on standby status for the duration of the weather event, and will be required to respond to any and all work in reference to weather related damage or a pending weather event. Crews will be required to remain in Newton until authorized to leave the City by the Contract Supervisor.
- 14.7. For purposes of emergency dispatch, the Contractor shall maintain a system whereby the City can contact an employee of the Contractor at a specified telephone number 24 hours per day 7 days a week. The Contractor must supply at least one telephone number to the City for this purpose. A telephone answering machine, voice mail or other automated service shall not be an acceptable system for this purpose. When the usual contact person or number will not be available the Contractor shall provide a back-up person and phone number.
- 14.8. The City of Newton will guarantee the Contractor payment for a minimum of three (3) hours per crew/equipment called in when equipment is not already performing work for the City.
- 14.9. The Contract Supervisor reserves the right to impose different or additional requirements for response by the Contractor during emergency situations as public safety may require.
- 14.10. Contractor will be paid at the Overtime Work Hours Rate for any crew and equipment supplied on an emergency basis outside the Standard Working Hours.
- 14.11. Should lodgings be required for crews, the Contractor will be responsible for obtaining the best lodgings rates with maximum lodging use. All requests for reimbursement for lodgings must be accompanied by paid receipts. The City will not pay for excessive costs as it may determine in its interest. The reimbursement for lodgings shall not include associated room costs including, but not limited to, i.e. phone, movies. The Contract Supervisor may approve any other associated costs provided they are requested in advance and approved in writing. The City does not guarantee payment of lodging unless specifically notified in writing by the Contract Supervisor, in advance of the lodging.
- 14.12. The City shall not pay for the use of any additional administrative personnel or personnel in addition to that required herein without prior consent of the Contract Supervisor. If the City requests additional administrative or supervisory personnel they will be paid for utilizing the associated bid item.
- 14.13. The City may request that the Contractor provide an individual or individuals to assist the City in managing all emergency related activities. This person shall take direction from the City and assist in many different administrative capacities and duties. The Contractor shall provide this person with suitable transportation at no additional charge to the City.

- 14.14. The City of Newton reserves the right to call in additional contractors or use its own work force during emergency conditions as needed or at any other time as deemed necessary by the Contract Supervisor.
15. Removal and Disposal of Tree and Woody Vegetation Debris
- 15.1. The Contractor shall be responsible for the immediate removal of all debris resulting from the work at each job site. Each job site is to be left in a condition equal to that which existed prior to the execution of work order.
- 15.2. The Contractor shall be solely responsible for disposal of ALL tree debris unless otherwise directed by the City. There shall be no additional cost to the City for the disposal of the debris generated during normal hourly work. This does not include debris generated in conjunction with a large magnitude emergency event as determined by the City.
- 15.3. The City will not pay the hourly crew rate for the time it takes to travel to the dumping location, time it takes to dump and the time to return back to the job site. Exceptions may be considered during emergencies and extenuating circumstances with prior approval by the Contract Supervisor.
- 15.4. The City reserves the right to retain all debris, chips and wood from work completed on City of Newton trees at no cost to the City. The City reserves the right to use this material in any way it sees fit.
16. Debris Disposal and Grinding Services
- 16.1. If the City determines that a large magnitude emergency event will necessitate the stockpiling of woody debris than it may require that the Contractor provide means for collecting, grinding, and disposal of the debris. The City will work with the Contractor to determine the best means of accomplishing the removal and disposal of the debris that is in the best interest of the City. The City will pay the contractor based on the rates bid in the contract that meet the specifications of this section.
- 16.2. Prior to the start of the collection, grinding, and disposal process the City and the Contractor will develop an estimate of the work, time for completion and cost based on the bid items within the contract. The City will authorize the work in writing. Any deviation from the initial estimate shall be approved by the City.
- 16.3. The City will determine which bid items are most appropriate for the situation and will inform the contractor in writing which bid item rates shall apply.
- 16.4. The debris collection, grinding, and disposal operation may include the switching from hourly work with the provided trucks to units based on the volume or weight of the material removed. The City will notify the Contractor of this switch prior to making the change.
- 16.5. The source of the debris shall include, but is not limited to, debris collected by City contractors, City employees, City residents, and any other authorized person approved by the City.
- 16.6. The City will do what it can to reasonably control the material that requires disposal to ensure that it is from woody plants and trees. The City cannot 100% ensure that the debris is not contaminated with any other materials. It is the sole responsibility of the contractor to sort out any non woody debris from the material collected and disposed of.
- 16.7. The City will work with the vendor to determine a plan of action and the cost associated with disposal of any non woody debris that is found in the process of sorting and disposal.
- 16.8. The City shall not be responsible for any damage done, or costs incurred, due to non-woody debris being processed, picked up, ground up, and or disposed of.
- 16.9. All debris is to be handled and disposed of in accordance with all applicable Local, State, and Federal requirements.
- 16.10. All disposal expenses are the sole responsibility of the Contractor.
- 16.11. The City may also use the bid items related to this section for periodic disposal of non-emergency generated woodchips and woody debris.
17. Wood Waste Disposal Site Services
- 17.1. Annually the City of Newton generates natural woody debris as part of its Forestry Division operations. This debris includes all parts of trees, shrubs, and vines. The City is looking for the bidder to provide the City with a location to dispose of this material. Material will be brought to the disposal site by vehicle. Typically the vehicle(s) delivering the material will be an enclosed log truck, chip truck, or dump truck.
- 17.2. The dump site must be properly equipped and legally permitted to accept all forms of natural woody debris (parts of trees, shrubs, and vines).
- 17.3. The disposal site must be as close to the City of Newton as possible and shall not exceed 70 miles away.
- 17.4. The disposal site must be open and available for disposal Monday through Friday from 7:00 am to 3:00 pm, 52 weeks a year, with the exception of holidays.
- 17.5. The vendor must accept material in all forms delivered by the City. This includes but is not limited to whole branches & trunks, small branches, logs, loose vines, small stumps, stump grindings, and wood chips. The City will make reasonable effort to ensure that the material delivered is free of contamination and foreign debris that is not commonly associated with trees, shrubs and vines. However the City cannot guarantee the material will be 100% free of non woody debris and shall not be responsible for any damage done, or costs incurred, due to non-woody debris being processed, picked up, grinded up, and or disposed of.
- 17.6. All debris is to be handled and disposed of in accordance with all applicable Local, State, and Federal requirements. All disposal expenses are the sole responsibility of the Contractor.
18. Tree Maintenance Procedures and Quality Control

- 18.1. Occasionally the City may request the Contractor to provide non urgent or non-emergency services. The City may occasionally ask the vendor to perform tree removal and tree pruning services. This section applies to this work.
- 18.2. Tree work will be paid for based on an hourly basis for the equipment requested.
- 18.3. Trees to be removed will be marked for removal by the Contract Supervisor. The Contract Supervisor will inform the removal crew the manner of the marking, which will typically be a small metal tag with a number, or orange paint.
- 18.4. Trees or part of trees designated to be removed shall be felled and all leaves, branches and trunks of trees properly disposed of by chipping or removal from the premises.
- 18.5. Trees are to be felled in such a manner that does not injure trees to be saved or endangers or harms the public and adjacent property.
- 18.6. Removal of all parts of each tree, excluding the stump, shall be completed on the same day that the removal process is started, including the trunk (or butt) of the tree.
- 18.7. The grinding and/ or removal of stumps and roots shall apply only to the portion of the stump and roots located on City property that is located in non-paved areas not covered by impervious surfaces.
- 18.8. Removal of the stump shall mean the grinding or excavating of all portions of the tree remaining above ground and some below ground portions following the removal of the trunk and crown of the tree. This includes ALL surface roots.
- 18.9. The stump and roots (below and above ground) within three feet of the stump edges must be removed to a depth of 18 inches below the surrounding grade, unless directed differently by the Contract Supervisor.
- 18.10. All visible and non-visible roots that are above the surrounding grade beyond the requirements above must be removed to a depth of six inches below the surrounding grade. Minimally it is expected that roots will be removed at a distance of 10 feet from the edges of the stump area but may be further away depending on site conditions. The Contract Supervisor will determine the extent of the stump and root removal necessary.
- 18.11. All chips and debris are to be shoveled from the remaining void or hole if directed by the contract supervisor.
- 18.12. The void left after grinding or removal shall be immediately backfilled and graded with loam to two inches above surrounding grade to allow for settling and shall be raked smooth.
- 18.13. The loamed area shall be seeded with an all-purpose grass seed to be approved by the Contract Supervisor.
- 18.14. The Contractor shall be responsible for removal and disposal of the stump and all related debris to the extent directed by the Contract Supervisor.
- 18.15. All pruning shall be performed in a manner that maintains the natural aesthetic characteristics of the species and variety of trees. No topping or dehorning of trees or stubbing back of branches shall be permitted. All cuts shall be made to a lateral branch a minimum of one third (1/3) the size of the branch being removed, unless otherwise instructed by the Contract Supervisor.
- 18.16. The use of climbing spurs or spiked shoes shall not be permitted for pruning trees and their use will result in immediate cancellation of the contract. They are only permitted during tree removal operations and emergency aerial rescue operations.
- 18.17. All cuts shall be made sufficiently close to the parent stem so that wound closure can be readily started under normal conditions. Cuts shall never be made through the branch collar. Slab cuts, rip cuts and all other cuts that do not meet the most current edition of the ANSI A300 pruning standard will result in cancellation of the contract.
- 18.18. Poor and/or unsatisfactory pruning as determined by the contract supervisor will not be accepted and may result in the City requesting that the Contractor's personnel be replaced.
- 18.19. Crews will be evaluated on their quality of work and efficiency of work based on the Contract Supervisor's directions. If crews are found to be unsatisfactory to the City for any reason they will notify the Contractor of the situation. In most cases the Contractor will be given one opportunity to correct the issue(s) with the existing work crew. If the issue(s) are not corrected to the satisfaction of the Contract Supervisor the City will ask the contractor to replace the crew with a new crew or in the case of a single crew member a new crew member.
- 18.20. It is expected that when a crew leaves a tree after working on it that it meets the requirements of this section. If the Contract Supervisor determines that the crew failed to do all necessary work as required under these specifications he/she may require that the crew return to the location and complete the job. If a crew is required to return to complete the work the time spent doing this work will not be compensated for at the discretion of the Contract Supervisor.
- 18.21. In the event that hornets, wasps, yellow jackets or other similar insects are encountered during pruning and/or removal operations, the Contractor shall be responsible for addressing this condition with its own work forces in order to facilitate the pruning and/or removal of the affected tree.

19. City Owned Equipment Repair

- 19.1. The City currently runs an in-house tree crew operation consisting of four aerial bucket trucks, three log trucks, one chip truck, one small dump truck, four chippers, and five stump grinders. On occasion the City may ask the contractor if they can perform repair work to this equipment. Any work requested shall be paid for based on the hourly labor charge for the work as quoted in the bid. All charges for supplies and parts shall be invoiced at the contractor's cost. Prior to any work being performed the contractor will provide a quote for the work to the City for the City to approve.

20. Rental of Equipment

- 20.1. The City from time to time may look to rent a forestry style aerial bucket truck or log truck from the Contractor if available. The cost shall be based on the rates as quoted in the bid.

The Contractor shall be responsible for ensuring the supplied equipment is in proper working order and legally registered. The Contractor shall also supply means for getting fuel in the trucks. The City will reimburse the contractor the cost of the fuel. The City is not responsible for any costs associated with mechanical or operational breakdowns.

21. Bid Items

- 21.1. Aerial Bucket Truck Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using an Aerial Bucket Truck with chipper.
- 21.2. Aerial Bucket Truck Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using an Aerial Bucket Truck with chipper.
- 21.3. Aerial Bucket Truck with Elevator Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using an Aerial Bucket Truck with Elevator.
- 21.4. Aerial Bucket Truck with Elevator Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using an Aerial Bucket Truck with Elevator.
- 21.5. Log Loader Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Log Loader Crew.
- 21.6. Log Loader Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Log Loader Crew.
- 21.7. Chip Truck Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Chip Truck Crew with chipper.
- 21.8. Chip Truck Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Chip Truck Crew with chipper.
- 21.9. Dump Truck Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Dump Truck Crew.
- 21.10. Dump Truck Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Dump Truck Crew.
- 21.11. Stump Removal Crew Standard Rate – Hourly work completed as defined in this document during Standard Hours using a Stump Removal Crew.
- 21.12. Stump Removal Crew Overtime Rate – Hourly work completed as defined in this document during Overtime Hours using a Stump Removal Crew.
- 21.13. Crane Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Crane Crew.
- 21.14. Crane Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Crane Crew.
- 21.15. Skid Steer Loader Crew Standard Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Standard Hours using a Skid Steer Loader.
- 21.16. Skid Steer Loader Crew Overtime Rate – Hourly tree emergency work or maintenance work completed as defined in this document during Overtime Hours using a Skid Steer Loader.
- 21.17. Supplemental Crew Member Standard Rate – Hourly tree emergency work or maintenance work completed by a Supplemental Crew Member as defined in this document during Standard Hours.
- 21.18. Supplemental Crew Member Overtime Rate – Hourly tree emergency work or maintenance work completed by a Supplemental Crew Member as defined in this document during Overtime Hours.
- 21.19. Emergency Response Assistant Standard Rate – Hourly work by one individual as directed by the City to assist in emergency response as described in this document including transportation during Standard Hours.
- 21.20. Emergency Response Assistant Overtime Rate – Hourly work by one individual as directed by the City to assist in emergency response as described in this document including transportation during Overtime Hours.
- 21.21. Tub/ Horizontal Grinder Daily – Daily rate for providing and operating a Tub/ Horizontal Grinder on a daily basis. This item shall include the grinder operator and the machine to load the grinder and its operator. This item will only be paid for days where the machine is operating. The City will not pay for a machine that is staged but not operating in the City.
- 21.22. Tub/ Horizontal Grinder set up and breakdown – The fee charged to the City for transporting the grinder to the work site, setting it up for operation and the breaking it down and transporting it off the job site.
- 21.23. Woodchip hauling and disposal per Cubic Yard – Cost for the hauling and disposal of woodchips generated as part of the work performed under the *Debris Disposal and Grinding Services* section. This can include the chips generated by the grinder as well as trucks with chippers.
- 21.24. Woody debris hauling and disposal per Cubic Yard – Cost for the hauling and disposal of woody debris generated as part of the work performed under the *Debris Disposal and Grinding Services* section. This can include brush, branches, and logs.
- 21.25. Woody debris hauling and disposal per Ton – Cost for the hauling and disposal of woody debris generated as part of the work performed under the *Debris Disposal and Grinding Services* section. This can include brush, branches, and logs.
- 21.26. Woody debris disposal per cubic yard – Cost for the City to dispose of woody debris as described under the *Wood Waste Disposal Site Services* section at a site provided by the bidder.
- 21.27. Stump grindings disposal per cubic yard - Cost for the City to dispose of stump grindings as described under the *Wood Waste Disposal Site Services* section at a site provided by the bidder.

- 21.28. Equipment repairs services per the hour – Cost to provide the City hourly equipment and truck repair services. *item is only for labor. Parts to quoted as necessary in addition to hourly labor
- 21.29. Forestry Style Aerial Bucket Truck, (minimum 60' working height) Rental per week – Cost to provide the City with an aerial bucket truck for one week's time (7 days) without an operator as described in the *Rental of Equipment* section.
- 21.30. Forestry Style Aerial Bucket Truck, (minimum 60' working height) Rental per month – Cost to provide the City with an aerial bucket truck for one month's time (30 days) without an operator as described in the *Rental of Equipment* section.
- 21.31. Log Truck, (minimum 20' reach) Rental per week – Cost to provide the City with a log truck for one week's time (7 days) without an operator as described in the *Rental of Equipment* section.
- 21.32. Log Truck, (minimum 20' reach) Rental per month – Cost to provide the City with a log truck for one month's time (30 days) without an operator as described in the *Rental of Equipment* section.

END OF SECTION