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ssrcoop.info

# INVITATION FOR BIDS

## TRANSFER STATION HAULING SERVICES

### February 2024

#### 1. INTRODUCTION

The South Shore Recycling Cooperative ("SSRC"), on behalf of seven of its eighteen Member Towns: Cohasset, Duxbury, Hanover, Hanson, Hingham, Rockland and Scituate ("Towns"), is seeking qualified firms ("Contractors") to provide bids on Hauling specified materials from specified municipal transfer stations to specified or proposed processing or disposal facilities. The mission of the Cooperative is to help Member Towns improve their recycling programs, and reduce the quantity, toxicity and cost of disposal. Thus, the objectives of this bid include:

- economy of scale through cooperative procurement of services,
- stable pricing with a two year guarantee,
- assistance to Member Towns through the preparation of this bid and award of contracts for services.

Multiple contracts may be awarded. Use of the contracts is at the discretion of each Town.

Sealed paper bids must be received by the Scituate DPW by **Monday, February 26, 2024 at 1 pm**. The opening of these bids will take place at the Scituate DPW on **Monday, February 26, 2024** at 1:05 PM. A digital bidding option is also available, see Section 4.

#### 2. CONTRACT TERM

The contract term is from July 1, 2024 through June 30, 2027, with two one-year options to extend through June 30, 2029.

Rates shall be fixed from July 1, 2024 through June 30, 2027. Rate adjustments of up to 3.5% may be proposed for each of the following years. In addition, fuel adjustments are allowed as specified.

#### 3. PREPARATION OF BIDS

Each bid package must include a completed "Company Information", "Certification of Non-Collusion", "Certification of Tax Compliance" form, and Prevailing Wage Compliance Form, *Appendices A, B, D and E*.

Prevailing Wage applies to this bid. A rate sheet is included in *Appendix E*.

All bids must be completed and signed by the bidder on each Cost Form page for which the bidder wishes to provide pricing (*Appendix B*). Bidders may provide pricing for any or all Towns. Each Town selected must be completed in its entirety to be considered responsive.

For bidders submitting paper copies, bids must be double sided, with one original and one copy of each bid package. A single digital pdf file on a thumb drive must also be submitted. Please note deadlines in Section 1.

The SSRC reserves the right to reject any and all bids in total or in part and to waive minor informalities in any bid document as may be deemed in the best public interest.

All bids must be valid for a period of 90 days from the submittal date. The SSRC expects to award the contract(s) at its Board meeting on February 21, 2024.

#### **4. RECEIPT AND OPENING OF BIDS**

The SSRC will receive sealed bids for hauling services at the Engineering Office, 600 Chief Justice Cushing Highway, Scituate, MA 02066, Attn: SSRC hauling bid. Sealed bids prepared as specified in Section 2 must be received no later than **Monday, February 26, 2024 at 1:00 PM**. A postmark date is not sufficient proof of on-time delivery.

Alternatively, the bid may be emailed as a single pdf attachment to Claire Galkowski, Executive Director, at [director@ssrcoop.info](mailto:director@ssrcoop.info) no later than **Friday, February 23, 2024 at 1:00 pm**. The Director will print and bring it to the bid opening and will ensure that it is kept confidential and secure until the bid opening.

The SSRC takes no responsibility for emails that are not received and suggests that those submitting in this way confirm the receipt of any such request by calling 781-329-8318.

Bids will be publicly opened and read on at the Scituate Town Hall on **Monday, February 26, 2024** at 1:05 PM.

Incomplete bids may be considered unresponsive.

#### **5. QUESTIONS, EXPLANATIONS AND ADDENDA**

Questions and requests for clarification may be submitted by email to [director@ssrcoop.info](mailto:director@ssrcoop.info) no later than **Thursday, February 15 at 1:00 pm**. Replies shall be made in the form of an addendum. A copy of any and all addenda will be forwarded to each bidder and posted at <https://ssrcoop.info/documents/> in the CONTRACTS section by Friday, February 16 at 1 pm.

The SSRC takes no responsibility for emails that are not received and suggests that those making the request confirm the receipt of any such request by calling 781-329-8318.

#### **6. MINIMUM QUALIFICATIONS**

Each bidder must meet the following requirements for their bids to be considered:

- A. Incorporated since at least 1/1/2021.
- B. Hold all federal, state, and local licenses and permits required to provide the requested services.

- C. Utilize adequate and well-maintained vehicles for the requested services.
- D. Meet the most current EPA emissions standards.
- E. Employ an adequate number of properly licensed drivers with satisfactory driving records.
- F. Have an acceptably low level of violations since 1/1/2021.
- G. Provide evidence of the specified insurance coverage (Section 7).
- H. Provide satisfactory references for three customers that have received service at least six times in the past year.

## 7. INSURANCE

The selected Contractor(s) shall at all times during the contract maintain in full force and effect Employer's Liability, Workers Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits listed below. Before commencement of work hereunder, and annually for the duration of the contract, the contractor agrees to furnish the SSRC with a certificate of insurance indicating that such insurance has been procured and is in force.

For the purpose of the contract, the contractor shall carry the following types of insurance in at least the limits specified below.

<b>Coverage</b>	<b>Limits of Liability</b>
Workers Compensation	Statutory
Employers Liability	\$1,000,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Motor Vehicle Bodily Injury Liability	\$1,000,000 each occurrence
Motor Vehicle Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Each Town that uses a contract from this bid shall be named an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

## 8. COMPANY INFORMATION AND REFERENCES

*Appendix A* shall include:

- A) Names and positions of persons authorized to conduct business on behalf of Contractor
- B) Their mailing and email addresses and telephone numbers
- C) A statement of the **number of years of experience** and the **date and type of incorporation of the company**
- D) A minimum of three (3) municipal accounts that have used the Contractor's services at least six (6) times in one year since January of 2021, including contact names and phone numbers.

- E) A list of all violations, including driving infractions, incurred from local, state and federal authorities in the past three (3) years, and their resolution status.
- F) Evidence of adequate and current insurance coverage.
- G) A list of vehicles intended to be used for work under this contract, including make, model, hauling capacity, year, date of last inspection, and evidence that each complies with the most current EPA emissions standards.

## 9. SCOPE OF SERVICES

- A) 2022 tonnages and hauling frequency data are provided on the Hauling Cost Form. Some figures are estimates based on limited data.
- B) Prevailing wages for apply to this contract (see *Appendix E*).
- C) Awarded Contractor(s) with which Towns contract shall provide hauling services for all materials from each Town for which it/they provided a bid to the specified facility. Bidders do not need to bid on every Town's services, but must provide pricing to haul all materials in a selected Town using the Cost Forms in *Appendix B*.
- D) Container lease costs, if requested on the Cost Form, shall be listed separately from haul costs on the Cost Form, and billed to the Town as a separate line item.
- E) Each container shall be swapped out on the same day with a completely empty container of equivalent type, size and condition for each pickup.
- F) For Towns that provide their own, or separately leased, containers, the awarded Contractor(s) shall return the original container to the Town at end of contract term.
- G) Fuel adjustments will be calculated using the DOE On-Highway diesel price per gallon for New England as of Jan. 22, 2024: \$3.979 /gal, and will be based on estimated fuel usage.  
 Thus, if the DOE Diesel price increased by \$0.20/gallon from the base rate, and the average fuel consumption is 7 miles/gallon, and the round trip is 100 miles, the surcharge would be  $(\$0.20/\text{gallon} * 100 \text{ miles} * 1 \text{ gallon}/7 \text{ miles}) = \$2.86$  per haul.  
 If the DOE Diesel price decreased by \$0.20/gallon from the base rate for the same haul, the Town would be credited \$2.86/haul.  
 The final contract will include language that allows for a fuel surcharge or rebate, based on estimated average fuel consumption per trip.
- H) Some destinations are currently unknown due to the current arrangements. To bid on these categories, please provide a Formula as specified at the bottom of each column.
- I) Other destinations may be changed due to the results of the recyclables and/or C&D portions of this bid. It is preferable that a Formula be included to calculate the cost. If none is provided, pricing which is comparable to the pricing provided may be negotiated between the Contractor and the Town.
- J) Service may be on a scheduled or on-call basis, to be determined by each Town and awarded Contractor(s). On-call service requests shall be confirmed within 48 hours of request and fulfilled within three (3) business days of request.

K) All drivers working on site will need to show their applicable Massachusetts commercial vehicle operator's licenses to enter the sites.

## **10. BASIS OF AWARDS**

Contract(s) will be awarded the lowest responsive and responsible bid for each Town based on the estimated total monthly cost using the data provided.

## **11. NON-PERFORMANCE**

Towns shall be entitled to assess and withhold liquidated damages (*Appendix F*) from the Contractor for its failure to perform specific contract obligations. Damages shall represent a fair measure of damages sustained by the town for each failure to perform contract obligations. The Town will provide a written warning to the Contractor detailing any performance failures. Contractor will have the opportunity to discuss and resolve any with the Town's designated contact.

## **12. NON-DISCRIMINATION**

Work performed under any Contract resulting from this bid shall comply with Executive Order 227 which sets forth the Commonwealth's non-discrimination and equal opportunity policy and civil rights laws and regulations.

## **13. CONTRACT**

A contract based on this procurement will be awarded by the SSRC to the successful bidder. The SSRC will provide the awarded contractor a draft contract for review.

The contract may be used by its Member Towns. Each Town that so decides will execute the contract with the Contractor.

**APPENDIX A – COMPANY INFORMATION p. 1 of 2**

Company name, “dba”s: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Physical address(es) \_\_\_\_\_  
\_\_\_\_\_

Names and positions of persons authorized to conduct business on behalf of Contractor:

Name \_\_\_\_\_ Title \_\_\_\_\_

Direct phone number \_\_\_\_\_ Email address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Direct phone number \_\_\_\_\_ Email address \_\_\_\_\_

Date, type of incorporation \_\_\_\_\_

A minimum of three (3) municipal accounts that have used the Contractor’s services at least six (6) times in one year since January of 2021, including contact names and phone numbers:

Municipality \_\_\_\_\_ Contact name \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

Type of service provided \_\_\_\_\_

Municipality \_\_\_\_\_ Contact name \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

Type of service provided \_\_\_\_\_

Municipality \_\_\_\_\_ Contact name \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

Type of service provided \_\_\_\_\_

List all violations, including driving infractions, incurred from local, state and federal authorities in the past three (3) years, and their resolution status:

Violation type: \_\_\_\_\_ Date \_\_\_\_\_

Jurisdiction: \_\_\_\_\_ Case # \_\_\_\_\_

Resolution \_\_\_\_\_

Violation type: \_\_\_\_\_ Date \_\_\_\_\_

Jurisdiction: \_\_\_\_\_ Case # \_\_\_\_\_

Resolution \_\_\_\_\_

Violation type: \_\_\_\_\_ Date \_\_\_\_\_

Jurisdiction: \_\_\_\_\_ Case # \_\_\_\_\_

Resolution \_\_\_\_\_

(if more, please attach)

**APPENDIX A – COMPANY INFORMATION p. 2 of 2**

List vehicles intended to be used for work under this contract:

Type (i.e. roll off truck, semi, ...) \_\_\_\_\_ Make \_\_\_\_\_  
 Model \_\_\_\_\_ Year \_\_\_\_\_ Hauling capacity: \_\_\_\_ tons, \_\_\_\_\_ CY  
 Date of last inspection \_\_\_\_\_  
 Complies with the current [EPA heavy-duty emissions standards](#) (Y/N) \_\_\_\_\_

Type (i.e. roll off truck, semi, ...) \_\_\_\_\_ Make \_\_\_\_\_  
 Model \_\_\_\_\_ Year \_\_\_\_\_ Hauling capacity: \_\_\_\_ tons, \_\_\_\_\_ CY  
 Date of last inspection \_\_\_\_\_  
 Complies with the current [EPA heavy-duty emissions standards](#) (Y/N) \_\_\_\_\_

Type (i.e. roll off truck, semi, ...) \_\_\_\_\_ Make \_\_\_\_\_  
 Model \_\_\_\_\_ Year \_\_\_\_\_ Hauling capacity: \_\_\_\_ tons, \_\_\_\_\_ CY  
 Date of last inspection \_\_\_\_\_  
 Complies with the current [EPA heavy-duty emissions standards](#) (Y/N) \_\_\_\_\_

Attach evidence of adequate and current insurance coverage:

<b>Coverage</b>	<b>Limits of Liability</b>
Workers Compensation	Statutory
Employers Liability	\$1,000,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

**APPENDIX B - HAULING COST FORM p. 1 of 5**

Enter pricing and fuel usage for any and all materials, any and all Towns.

If destinations are blank, fill in the formula variables.

Some destinations may change based on the results of the Recyclables and C&D bids in this packet.

Muni Facility address	91 Cedar St., Cohasset		10 Mayflower St., Duxbury			
hours of operation	W, F-Sun 7:30-3:30		Wed-Sun, 8-4			
hauling outside hours of operation?	no		yes			
Material	trash	C&D / bulky	paper	OCC	plastic	C&D / bulky
Container type , CY						
roll off						40
Compactor can			50	50	50	
trailer	100	80				
Include container rental in bid?	no	no	yes	yes	yes	no
Hauls/year	52	52	50	69	66	130
Avg Tons/haul	26.3	9	9.7	5	3.4	6.6
Destination (facility, town)	SEMASS, Roch	Taunton	Unknown, TBD			WIN Stoughton
\$/mo Container rental						
\$/haul						
Gal. diesel/haul (basis for fuel adjustment)						
AND/OR Formula: x\$/mile+ y\$/hour + z\$/haul base rate						
x =						
y =						
z =						

% Escalator for years 3, 4 and 5 (up to 3.5%/year): \_\_\_\_%

**Fees shall be effective from date of award through 12/31/2027.**

Company name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

**APPENDIX B - HAULING COST FORM p. 2 of 5**

Enter pricing and fuel usage for any and all materials, any and all Towns.

If destinations are blank, fill in the formula variables.

Some destinations may change based on the results of the Recyclables and C&D bids in this packet.

Muni Facility address	118 Rockland Street, Hanover						
hours of operation	Fri - Tues 8 - 4:30						
hauling outside hours of operation?	No						
Material	trash	pape r	OCC	can s	plastic	mattress es	C&D / bulky
Container type , CY							
roll off			40		40	40	40
sea container							
gable top		40		40			
trailer	80						
Include container rental in bid?	yes	yes	yes	yes	yes	yes	yes
Hauls/year	250	30	115	25	30	36	70
Avg Tons/haul	19.8	4.3	4.0	1.0	3.0	28 units	5.7
Destination (facility, town)	SEMAS S, Roch	unknown				UTEC, Lowell	WIN Taunto n
notes			compacte d		compacte d	stays on- site	
\$/mo Container rental							
\$/haul							
Gal. diesel/haul (basis for fuel adjustment)							
AND/OR Formula: x\$/mile+ y\$/hour + z\$/haul base rate							
x =							
y =							
z =							
% Escalator for years 3, 4 and 5 (up to 3%/year)							

% Escalator for years 3, 4 and 5 (up to 3.5%/year): \_\_\_\_ %

**Fees shall be effective from date of award through 12/31/2027.**

Company name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

**APPENDIX B - HAULING COST FORM p. 3 of 5**

Enter pricing and fuel usage for any and all materials, any and all Towns.

If destinations are blank, fill in the formula variables.

Some destinations may change based on the results of the Recyclables and C&D bids in this packet.

Muni Facility address	Hingham Transfer and Recycling Facility, 1 Sam Ryder Rd.							
hours of operation	Th-Sun, 7 - 4							
hauling outside hours of operation?	yes							
Material	trash	paper	OCC	plastic	metal cans	glass	C&D / bulky	bulky rigid
Container type , CY			baled	baled				baled
roll off		40			40	40		
sea container								
gable top								
trailer	100						100	
Include container rental in bid?								
Hauls/year	180	52	26	37	26	12	35	18
Avg Tons/haul	28.4	9.4	20.1	0.5	3.3	27.8	21.3	1.1
Destination (facility, town)	SEMASS, Roch	TBD		Miller Mansfield	Excel Fall River	2M Hope dale	RI	
\$/mo Container rental								
\$/haul								
Gal. diesel/haul (basis for fuel adjustment)								
AND/OR Formula: x\$/mile+ y\$/hour + z\$/haul base rate								
x =								
y =								
z =								

% Escalator for years 3, 4 and 5 (up to 3.5%/year): \_\_\_\_%

**Fees shall be effective from date of award through 12/31/2027.**

Company name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

**APPENDIX B - HAULING COST FORM p. 4 of 5**

Enter pricing and fuel usage for any and all materials, any and all Towns.

If destinations are blank, fill in the formula variables.

Some destinations may change based on the results of the Recyclables and C&D bids in this packet.

Muni Facility address	201 Franklin St., Hanson				1000 Beech St., Rockland		
hours of operation	Fri-Tu 8:45-4:45				M, Th-Sat 8:30-4		
hauling outside hours of operation?	yes				no		
Material	trash	single stream	OCC	mattresses	single stream	bulky	C&D
Container type , CY							
roll off	2x40	2x40	40		30	30	30
sea container				x			
gable top							
trailer							
Include container rental in bid?	yes	yes	yes	yes	no	no	no
Hauls/year	73	76	22	3	40	42	55
Avg Tons/haul	9.4	3.8	3.2	33 units		1.9	3.4
Destination (facility, town)	ELH Roch	ELH Roch	ELH Roch	Green, Brockton	WM Avon	Braintree	Trojan, Brockton
notes							
\$/mo Container rental							
\$/haul							
Gal. diesel/haul (basis for fuel adjustment)							
AND/OR Formula: x\$/mile+ y\$/hour + z\$/haul base rate							
x =							
y =							
z =							

% Escalator for years 3, 4 and 5 (up to 3.5%/year): \_\_\_\_%

**Fees shall be effective from date of award through 12/31/2027.**

Company name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

**APPENDIX B - HAULING COST FORM p. 5 of 5**

Enter pricing and fuel usage for any and all materials, any and all Towns.

If destinations are blank, fill in the formula variables.

Some destinations may change based on the results of the Recyclables and C&D bids in this packet.

Muni Facility address	280 Driftway, Scituate					
hours of operation	F-T 8-3:30					
hauling outside hours of operation?	yes					
Material	trash	paper	OCC	bottles & cans	mattresses	C&D / bulky
Container type , CY						
roll off		30	30	30		
sea container					x	
gable top						
trailer	100					100
Include container rental in bid?	yes	yes	yes	yes	yes	yes
Hauls/year	128	100	52	62	20	60
Avg Tons/haul	24	6.8	4.3	4.3	40 units	41.3
Destination (facility, town)	SEMASS Roch	TBD		Republic, Brockton	Green, Brockton	WIN, Taunton
\$/mo Container rental						
\$/haul						
Gal. diesel/haul (basis for fuel adjustment)						
AND/OR Formula: x\$/mile+ y\$/hour + z\$/haul base rate						
x =						
y =						
z =						

% Escalator for years 3, 4 and 5 (up to 3.5%/year): \_\_\_\_%

**Fees shall be effective from date of award through 12/31/2027.**

Company name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

APPENDIX C

CERTIFICATION OF NON-COLLUSION

\*\*\*\*\*

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

Company name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

APPENDIX D

CERTIFICATION OF TAX COMPLIANCE

\*\*\*\*\*

Pursuant to MGL Chapter 62C, section 49A, I certify under penalty of perjury that the individual/firm listed below has filed all state tax returns and has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

\_\_\_\_\_ Federal Identification Number

\_\_\_\_\_ Social Security Number (voluntary)

Company name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

Approval of this bid or other agreements will not be granted unless this certification clause is signed by the Bidder. The social security number or federal identification number will be furnished to the Massachusetts Department of Revenue to determine whether all tax filings and/or payment obligations have been met.

**APPENDIX E  
PREVAILING WAGE RATE COMPLIANCE**

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**As determined by the Commissioner under the provisions of MGL Chapter 149, sections 26 to 27H, the attached prevailing wage rates as listed under "(TBD)" to the loader operator.**

*As noted in Sec. 9B, at the time of the bid release the Mass. DLS had not provided a category or PW rates. They will be sent as an addendum as soon as they are received.*

**WEEKLY PAYROLL RECORDS REPORT  
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §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 from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

<p><b>STATEMENT OF COMPLIANCE</b></p> <p style="text-align: right;">_____, 20____</p> <p>I, _____, (Name of signatory party) (Title)</p> <p>do hereby state:</p> <p style="padding-left: 40px;">That I pay or supervise the payment of the persons employed by _____ on the _____ (Contractor, subcontractor or public body) (Building or project)</p> <p>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.</p> <p style="text-align: right;">Signature _____ Title _____</p>
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09/11



MAURA HEALEY  
Governor

KIM DRISCOLL  
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

LAUREN JONES  
Secretary

MICHAEL FLANAGAN  
Director

**Awarding Authority:** South Shore Recycling Cooperative  
**Contract Number:** **City/Town:** PLYMOUTH  
**Description of Work:** Hauling trash and recyclables from up to 9 Member Towns' transfer stations to processing and disposal facilities.  
(Cohasset, Duxbury, Hanover, Hanson, Hingham, Kingston, Plymouth, Rockland, Scituate)  
**Job Location:** multiple

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 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, the 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. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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 DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. 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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Issue Date: 01/25/2024

Wage Request Number: 20231114-037

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Trash/Recycle</b>						
Driver {PLYMOUTH}	07/01/2023	\$25.54	\$11.06	\$0.00	\$0.00	\$36.60
	07/01/2024	\$26.03	\$11.06	\$0.00	\$0.00	\$37.09
	07/01/2025	\$26.53	\$11.06	\$0.00	\$0.00	\$37.59
	07/01/2026	\$27.03	\$11.06	\$0.00	\$0.00	\$38.09
Laborer {PLYMOUTH}	07/01/2023	\$23.76	\$11.06	\$0.00	\$0.00	\$34.82
	07/01/2024	\$24.21	\$11.06	\$0.00	\$0.00	\$35.27
	07/01/2025	\$24.67	\$11.06	\$0.00	\$0.00	\$35.73
	07/01/2026	\$25.14	\$11.06	\$0.00	\$0.00	\$36.20

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

\*\* Multiple ratios are listed in the comment field.

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

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

## APPENDIX F – LIQUIDATED DAMAGES

	VIOLATION	LIQUIDATED DAMAGES
1	Service not provided within three days of request	\$75 per day
2	Failure to replace a container on the same day as the pickup	\$100 per day
	Replacement of a container with one that is not empty, or the same type, size and condition as the original container	\$50 per day
3	Failure to clean up a spill within 2 hours	\$100 per occurrence
4	Employee misconduct or incompetent performance including intoxication	\$400 per occurrence
5	Incomplete removal of material from the Town site	\$100 per occurrence
6	More than two violations of traffic laws, ordinances or regulations by the same driver in a year	\$400 per occurrence
7	Use of a driver with an expired or inadequate driver's license	\$400 per occurrence
8	Failure to inform Town within 30 minutes of an accident or property damage	\$100 per occurrence
9	Failure to respond to Town within 48 hours of any written or phone correspondence	\$200 per occurrence
10	Use of a vehicle without a current inspection sticker or registration	\$400 per occurrence
11	Improper disposal of collected material	\$1000 per occurrence
12	Failure to return original container at end of contract (if applicable)	Value of container at beginning of contract