

**TOWN OF ARLINGTON  
MASSACHUSETTS**

**Bid #21-36**

**Invitation for Bid**

Sealed bids are invited and will be received by the Town Manager, Town of Arlington, Massachusetts, until **10:00 A.M., Wednesday, July 28 2021** at the Office of the Purchasing Agent, Town Hall, Arlington, Massachusetts 02476, at which time and place they will be publicly opened and read.

A BID DEPOSIT IN THE FORM OF CASH, CERTIFIED CHECK, OR TREASURER'S CHECK, shall accompany every bid. The amount of such bid deposit shall be FIVE PERCENT (5%) of the value of the bid.

Specifications and proposal forms will be available on the town website: [www.arlingtonma.gov/purchasing](http://www.arlingtonma.gov/purchasing). All bids must be in sealed envelopes plainly marked: **Bid On: BID# 21-36 Tree Trimming & Removal/Various**

The conditions of employment as set forth in Sections 26 to 27D and 27F of Chapter 149 of the General Laws, as amended, shall prevail in the execution of the work under this contract.

Attention is called to the fact that minimum wage rates and health and welfare and pension fund contributions are established for this contract and are a part of the specifications.

Work under this contract shall be governed by M.G.L.Ch.30, Sec. 39M.

Attestation Forms pursuant to M.G.L. Ch. 62C, Sec. 49A and M.G.L. Ch. 701 of the Acts of 1983 are enclosed and shall be submitted with bids.

**It is the intention of the Owner to award the Contract to the lowest qualified responsive bidder. The bidder must submit a bid on all bid items in the Contract.**

All proposals to include prices in figures, and must be signed by the bidder with his business address.

An increase or decrease in the quantity of work shall not be regarded as a sufficient ground for an increase in the unit prices.

To receive consideration, bids must be in the hands of the Purchasing Agent or his authorized representative not later than the day and hour *above* mentioned. For further information relative to this bid, please confer with Domenic R. Lanzillotti, Director, Purchasing Department, Town Hall, Arlington, Massachusetts, 02476.

OSHA Construction Training Required: As of July 1, 2006, under M.G.L. -Chapter 30, Section 39s, any person, submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the Commonwealth of Massachusetts/Town of Arlington, and estimated by the

awarding Authority to cost more than \$10,000, shall certify on the Bid or Contract, under penalty of perjury, that all employees to be employed at the work will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration

The Town Manager reserves the right to cancel any invitation for bids, to reject in whole or in part any and all bids, when it is deemed in the best interest of the Town of Arlington to do so.

TOWN OF ARLINGTON

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Adam W. Chapdelaine  
Town Manager  
Date: July 7, 2021

## GENERAL INFORMATION/BID SUBMISSION REQUIREMENTS

### 1. RECEIPT AND OPENING OF BIDS

The Town of Arlington, herein called the "Owner", invites sealed bids on the separate copies of Bid Forms furnished for that purpose, all blanks of which must be appropriately filled in. The Bound-in Bid Forms in the Contract Documents are for continuity and the convenience of bidders and are not to be detached from the Contract Documents, filled out or executed. Bids will be received by the Owner at the Town Manager's Office/Purchasing Dept., 730 Massachusetts Ave., Arlington, Massachusetts, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Town of Arlington; Town Manager's Office/Purchasing Dept. designated Bid **#18-03 Tree Trimming & Removal/Various Locations.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

### 2. PREPARATION OF BIDS

Each bid must be submitted on the prescribed bid forms and accompanied by Non-Segregated Facilities form, the Non-Collusion Affidavit form, and all Additional Bid Requirements that are supplied to you in the Proposal Package. All blank spaces for bid prices must be filled in, with ink or typewriter in both words and figures, and all of the foregoing Certifications must be fully completed and executed when submitted. Each bid must be submitted in a sealed envelope bearing on the outside the name of bidder, his address and the name and contract number of the project for which the bid is submitted. If forwarded by mail, the sealed envelope addressed as specified above.

### 4. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

A. Each bid **must include** evidence of Bidder's ability to complete the Work in accordance with the Contract Documents.

B. Each Bid **must include** a list of:

1. A comprehensive list of any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law.
2. All assessed penalties or liquidated damages, and the project in which they occurred.
3. Any and all contract terminations.
4. A list of at least three references.

C. Each Bid **must include** a list of the total number of supervisors and workers intended to be assigned to this project.

### 5. BID SECURITY

Each bid shall be accompanied by a certified check, treasurer's check or cashier's check issued by a responsible bank of five percent (5%) of the bid or a bid bond prepared on the form of bid bond

attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid, but in no event less than one hundred (\$100) dollars or more than fifty thousand (\$50,000.00) dollars. Checks and/or bid bond to be made payable to the Town of Arlington.

These checks will be returned to the unsuccessful bidder or bidders immediately upon the awarding of the contract and to the successful bidder upon the awarding of the contract and filing of the required documents as detailed below. Should any bidder fail to accept the award within seven (7) days of the award date, then the check may be retained as liquidated damages.

All bid deposits, except those of the three lowest responsible and eligible bidders, will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bid. The bid deposits of the three lowest responsible and eligible bidders will be returned upon the execution and delivery of the Contract, or if no award is made, upon the expiration of sixty (60) days, Saturdays, Sundays and legal holidays excluded, except that, if any bidder fails to perform his agreement to execute a Contract and furnish a Performance Bond and also a Labor and Materials Payment Bond as stated in his bid, his bid deposit shall become and be the property of the Town of Arlington as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Arlington shall not, in any event, exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability or other unforeseen circumstances affecting the bidder, his bid deposit may be returned. The sixty (60) day time limit shall not be applicable to the next lowest bidder, without his consent, if the original award made within the time limit is invalidated.

6. **DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. **CONDITIONS OF WORK**

Each bidder **must** inform himself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, labor and equipment necessary to carry out the provisions of his contract

8. **ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of the, specification or other pre-bid documents will be made to any bidder. Every request for such interpretation shall be in writing addressed to **Michael Rademacher, Director, Department of Public Works, 51 Grove Street, Arlington, MA 02476** and to be given consideration must be received at least five (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. **SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Performance Bond and Payment Bond in the amount of Fifty (50) percent of the total contract price. The surety on such bond or bonds shall be provided by a duly authorized surety company satisfactory to the Owner.

10. **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

11. **METHOD OF AWARD - LOWEST QUALIFIED BIDDER**

**The Town of Arlington intends to award the contract to *the responsive and responsible bidder offering the lowest total price for Year #1*.** If at any time this contract is to be awarded, the lowest bid submitted by a responsive and responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the project, the contract will be awarded on an item-by-item basis and any or all accepted alternatives. If such bid exceeds such amount, the Owner may reject all bids.

**Prior to awarding of the contract, the successful bidder or bidders must furnish the following documents to the Town of Arlington:**

**A. Performance Bond and Payment Bond for 50% of the bid value based on estimated quantities.**

**B. Insurance Certificates indicating coverage for general liability, property damage, and workman's compensation as detailed within this invitation to bid. Town of Arlington must be named as additional insured for general liability and property damage.**

**The Contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Department of Public Works.**

12. **CONTRACT OBLIGATION**

Any financial obligation of the Town is subject to an annual appropriation to cover the contract obligation.

13. **CONTRACT TERM**

Contract duration will be one (1) year from July 1, 2021 thru June 30, 2022, second and third year option to renew at sole discretion of the Town.

14. **PUBLIC SAFETY AND CONVENIENCE**

The Contractor's attention is directed to the fact that the work on this project is to be performed in TOWN properties which are utilized by pedestrians. He shall furnish, install, maintain, and move all warning devices, barricades, signs, flares, bridging materials, special apparel, and other safety measures and controls necessary for the protection of motorists, of pedestrians, and of his own personnel.

When, in the judgment of the Town of Arlington, construction operations constitute a hazard to traffic in the area, the Contractor may be required to suspend operations during certain hours.

15. **SALES TAX**

Materials and equipment purchased for permanent installation in the project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take this exemption into account in calculating his bid work.

16. **NON-DISCRIMINATION IN EMPLOYMENT**

Contract for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

The successful bidder must be prepared to comply in all respects with the Contract Provisions regarding Equal Employment Opportunity, which are located in the Special Conditions section of these Contract Documents.

17. **INSURANCE**

**GENERAL LIABILITY INSURANCE** -- Contractor to supply the Town with certificates of insurance covering public liability in an amount not less than \$500,000, to any one person, and not less than \$1,000,000 on account on one accident.

**PROPERTY DAMAGE INSURANCE** -- Contractor to supply the Town certificates of insurance covering damage in an amount not less than 100,000, for damages on account of any one accident, and not less than \$300,000, for damages on account of all accidents.

**COMPENSATION INSURANCE** -- The Contractor shall furnish the Town with Certificates showing that all his employees who shall be connected with this work are protected under workman's compensation insurance policies.

*The Contractor shall carry general liability insurance with an insurance company satisfactory to the Town so as to save the Town harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or any one in his employ during the execution of the contract.*

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

18. **SITE VISIT**

All bidders should perform site visits prior to bidding.

## **Tree Trimming and Removal**

### **1. PURPOSE**

The Town of Arlington invites qualified contractors to submit bids for tree trimming and removal on an as-needed basis. The work under this contract shall cover the year one (1) period from July 1, 2021 through June 30, 2022. There will be two (2) one (1) year renewal options at the sole discretion of the Town of Arlington which will run from July 1st to June 30th of each respective year. Bids are being solicited under the requirements of Massachusetts General Laws, Chapter 30B, as amended.

### **2. SCOPE OF WORK**

- a. The Contractor shall furnish adequate labor, equipment and tools to safely and efficiently complete assigned tree trimming and removal projects as directed by the Director of Public Works, or his designee.
- b. The Contractor must designate an individual as the crew supervisor and who shall be responsible for the crew's activities to accomplish the assigned work. Should the supervisor be unsatisfactory or non-responsive in the determination of the Director of Public Works, the Town may request that another responsible party be designated, and this request will be granted.
- c. The Contractor shall perform all work in accordance with the latest government safety regulations, including but not limited to, all MA Department of Labor and Workforce performance & Federal OSHA regulations and suggested practices. All work shall be performed in accordance with ANSI Z 133.1 "Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush Safety Requirements" with special emphasis given to the requirement that only qualified line-clearing trimmers be assigned to work where a potential electrical hazard exists.
- d. Hazardous Tree Removal
  - 1) The trees to be removed will be identified by the Town prior to the commencement of any work. Only the designated hazardous trees shall be trimmed or removed, unless otherwise directed by the Town.
  - 2) The contractor shall take all necessary precautions to eliminate damage to adjacent trees, shrubs, lawns, curbs, walks and other real or personal property. Any damage caused by the contractor, including, but not limited to, broken sidewalk, curb, rutted lawn, broken water shut-offs, wire damage, building damage, street damage, etc., will be repaired or replaced in a timely manner to the Town's satisfaction and all costs paid by the contractor.
  - 3) Unless otherwise directed, trees shall be cut off as close to the ground as possible, especially in residential areas. In no case will the remaining stump be more than four (4) inches of the existing ground. Stumps shall be flush and level without pointed wood fibers projecting upward.
- e. Wherever a tree (not scheduled to be removed) must be trimmed or pruned, the Contractor shall insure that such trimming and pruning is carried out under the direct supervision of a licensed arborist. All pruning and trimming shall be performed in accordance with the provisions of ANSI A 300 "Standard Practices for Tree, Shrub, and other Woods Plant Maintenance".
- f. The Contractor shall notify the Town prior to commencement of work. The Contractor shall be responsible to obtain and document permission by abutters to perform work, which will impact privately owned trees, lawns, shrubs, etc.

- g. Contractors to provide emergency tree services on a 24-hour, 7 days per week basis. Upon receiving a service call from a Town authorized representative, the Contractor shall respond within 1 hour and commence work within 2 hours for emergency services. Contractor shall respond within 24 hours and commence work within 5 business days for routine services.
- h. Response time can be critical therefore the Town may be awarding primary and secondary contracts. The lowest bidder under this Contract will be called out first. Town reserves the right to use the first available contractor in an emergency if the low bid Contractor cannot respond in a time as judged to be sufficient per the Director of Public Works, or his designee.
- i. Contractor must own or lease sufficient equipment to accomplish the work (chain saws, aerial lift, wood chipper, crane, stump grinder, log trucks, chipper dump box, etc). All equipment must be in good working order and the Contractor shall have a sound backup plan in case of equipment failure. Equipment must be available for inspection after bid opening and before bid awarding.
- j. The Contractor shall make all necessary arrangements with any public and municipal utility (telephone, water, electricity, gas, cable and storm drains) that must be protected or relocated in order to accomplish the work. If the Contractor should damage any equipment, the Contractor shall notify the Director of Public Works, or his designee, and the Contractor shall notify the utility or department whose equipment has been damaged.
- k. The Contractor shall clean all debris from tree trimming, tree removal, ground clearing and stump removal operations each day before the work crew leaves the site, unless permission is given by the Director of Public Works, or his designee, to do otherwise. All areas are to be left in a condition equal to, or better than, that which existed prior to commencement of forestry operations.
- l. Unless otherwise directed by the Town, any materials resulting from the trimming or removal of any trees shall become the responsibility of the Contractor.
- m. The Town will provide police details for traffic control. The Contractor shall arrange for details but shall not be responsible for the cost associated with this service. However, Contractors that cancel scheduled work to which Police or DPW employees are assigned on an additional pay basis are subject to contract back charges for Town costs. Blocking of streets shall not be permitted unless authorized by all appropriate departments.
- n. At the time of the bid opening, each bidder will be presumed to have read and be thoroughly familiar with the scope of work of this Contract. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.
- o. There is no promise of any work assignment made by completing this bid. Work will be assigned on an as needed emergency or scheduled basis in accordance with Town needs and consistent with MGL Chapter 30B.

### **3. CONTRACTOR REQUIREMENTS**

It is mandatory that the Contractor be able to meet the following requirements:



- a. The Contractor shall have been licensed as an operating business in the Commonwealth of Massachusetts and shall have successful experience (with satisfactory references) for tree trimming and removal services.
- b. The Contractor must have been regularly and actively engaged in the tree trimming and removal business with a minimum of 5 years' experience, operating under the same business name and business organization structure; and performing the type of work described above under "SCOPE OF WORK" from a fully staffed location that is located within a 20 mile radius of the Town of Arlington Town Hall.
- b. The Contractor must own or lease sufficient equipment (chain saws, aerial lift, wood chipper, crane, stump grinder, log trucks, chipper box truck, etc) that is well maintained, mechanically sound, and in good/excellent operating conditions to complete the tasks as described in a timely and efficient manner. If the Contractor does not own sufficient equipment to provide backup services in the case of equipment breakdown, the Town reserves the right to use another available bidder, if necessary, to complete the work.
- d. Contractors are responsible to ensure that each of their vehicles & equipment are registered, inspected, operated, and insured in accordance with the motor vehicle laws of Massachusetts.
- e. The Contractor shall maintain a 24-hour, 7 day per week emergency response telephone number that is staffed by a person (24/7 cell phone is acceptable) and not just an answering machine. (Passive answering machines are not acceptable). The Contractor shall provide a list of emergency off hours contact names and telephone numbers.
- f. The Contractor shall carry the required amount of insurance as shown by the insurance requirements enclosed herewith. Certification of insurance shall be provided to the Town of Arlington prior to commencement of work and not later than 15 calendar days from notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until work is completed and accepted by the Town of Arlington, whichever is later.
- g. The Contractor shall provide at least three (3) current references that are satisfactory to the Town of Arlington and will serve to illustrate the ability of your Contractor to accomplish services in accordance with the SCOPE OF WORK. The Town may also be a reference where applicable.

#### **4. HOURS OF WORK**

It is intended that the Contractor shall accomplish the majority of work during normal business hours and on a straight-time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the Director of Public Works, or his designee. Standard hours of work shall be Monday-Friday 7:00 a.m. until 4:00 p.m. Except for emergencies, work will not be scheduled on State or Federal holidays.

#### **5. RESPONSE TIMES**

- a. **Emergency Calls:** The Contractor shall acknowledge all service calls within 1 hour of the call being placed. Response to calls from the Town for emergency service is required 24 hours a day, 7 days a week. Contractors must have an interactive paging or telephone answering service, or a cell phone number that is available 24 hours a day 7 days a week; passive answering machines are not acceptable. Personnel shall arrive at the designated job site not later than 2 hours after an authorized Town of Arlington employee has made notification that emergency work is required.

- b. **Non-emergency Calls:** The Contractor shall acknowledge all service calls within 24 hours of the call being placed. Work must commence within 5 business days of receipt of a work order initiated by the Director of Public Works or his designee, unless otherwise agreed to by the town.

## **6. WORKING TIME**

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the Town. ***Computation of the number of hours worked shall include only those hours spent at the job site excluding meal times.***

## **7. PAYMENT**

- a. The Contractor will be paid per approved invoice (on a monthly basis). An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done. Additionally, it will detail the unit cost and extended cost for each equipment category, and other approved items

## **8. REFERENCES**

Upon request the lowest Bidder shall submit a complete list of contracts they have performed that are similar in size and scope to this contract in the past three years including contact names and telephone numbers. Failure to submit a complete list of contracts will be grounds to reject the bid. Prior problems, issues or concerns of any kind with work performed for the Town of Arlington shall be grounds for disqualification.

## **9. CONTRACT TERM**

The term of this contract shall cover the year one (1) period from July 1, 2021 through June 30, 2022 . There will be two (2) one (1) year renewal options at the sole discretion of the Town of Arlington which will run from July 1<sup>st</sup> to June 30<sup>th</sup> of each respective year subject to the appropriation of funds.

**TO THE AWARDING AUTHORITY**

- A. The undersigned proposes to furnish all labor and materials required for **Tree Trimming and Removal - Arlington, MA** in accordance with accompanying specifications subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda number: \_\_\_\_\_
- C. Award to be made on the Year 1 Estimated Contract Total ( July 1, 2021 through June 30, 2022).  
Option to renew for a second and third year is at the sole discretion of the Town.

	<u>Est. Hours</u>	<u>Regular Rates (per hour)</u>	<u>Item Total</u>
<b>3 man bucket crew<sup>1</sup> (removals)</b>	150	\$	\$
<b>man bucket crew<sup>1</sup> (trimming)</b>	150	\$	\$
<b>38 ton crane<sup>2</sup> with operator</b>	50	\$	\$
<b>Log truck with operator</b>	50	\$	\$
<b>Regular Totals:</b>			\$

	<u>Est. Hours</u>	<u>Emergency Rates (per hour)</u>	<u>Item Total</u>
<b>3 man bucket crew<sup>1</sup> (removals)</b>	25	\$	\$
<b>2 man bucket crew<sup>1</sup> (trimming)</b>	25	\$	\$
<b>38 ton crane<sup>2</sup> with operator</b>	20	\$	\$
<b>Log truck with operator</b>	10	\$	\$
<b>Emergency Totals:</b>			\$

	<u>Est. Hours</u>	<u>Winter Rates (per hour)</u>	<u>Item Total</u>
<b>3 man bucket crew<sup>1</sup> (removals)</b>	45	\$	\$
<b>2 man bucket crew<sup>1</sup> (trimming)</b>	40	\$	\$
<b>38 ton crane<sup>2</sup> with operator</b>	20	\$	\$
<b>Log truck with operator</b>	10	\$	\$
<b>Winter Totals:</b>			\$

<b>YEAR 1</b>
<b>Estimated Contract Total:</b> \$

- 1 - Bucket crew to include: 75' bucket truck, high capacity chipper (18"-22"), high capacity chip truck, (Removal crew to also include a skid steer with grapple)**
- 2 - Minimum 127' main boom, 158' w/jib**

**YEAR 2 - Tree Trimming and Removal - Arlington, MA ( July 1, 2022 through June 30, 2023 )**

	<u>Est. Hours</u>	<u>Regular Rates (per hour)</u>	<u>Item Total</u>
3 man bucket crew <sup>1</sup> (removals)	150	\$	\$
man bucket crew <sup>1</sup> (trimming)	150	\$	\$
38 ton crane <sup>2</sup> with operator	50	\$	\$
Log truck with operator	50	\$	\$
<b>Regular Totals:</b>			\$

	<u>Est. Hours</u>	<u>Emergency Rates (per hour)</u>	<u>Item Total</u>
3 man bucket crew <sup>1</sup> (removals)	25	\$	\$
2 man bucket crew <sup>1</sup> (trimming)	25	\$	\$
38 ton crane <sup>2</sup> with operator	20	\$	\$
Log truck with operator	10	\$	\$
<b>Emergency Totals:</b>			\$

	<u>Est. Hours</u>	<u>Winter Rates (per hour)</u>	<u>Item Total</u>
3 man bucket crew <sup>1</sup> (removals)	45	\$	\$
2 man bucket crew <sup>1</sup> (trimming)	40	\$	\$
38 ton crane <sup>2</sup> with operator	20	\$	\$
Log truck with operator	10	\$	\$
<b>Winter Totals:</b>			\$

<b>YEAR 2</b> <b>Estimated Contract Total:</b>	\$
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- 1 - Bucket crew to include: 75' bucket truck, high capacity chipper (18''-22''), high capacity chip truck, (Removal crew to also include a skid steer with grapple)
- 2 - Minimum 127' main boom, 158' w/jib

**YEAR 3 - Tree Trimming and Removal - Arlington, MA (July 1, 2023 through June 30, 2024 March 31, 2021)**

	<u>Est. Hours</u>	<u>Regular Rates (per hour)</u>	<u>Item Total</u>
3 man bucket crew <sup>1</sup> (removals)	150	\$	\$
1 man bucket crew <sup>1</sup> (trimming)	150	\$	\$
38 ton crane <sup>2</sup> with operator	50	\$	\$
Log truck with operator	50	\$	\$

<b>Regular Totals:</b>	\$
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	<u>Est. Hours</u>	<u>Emergency Rates (per hour)</u>	<u>Item Total</u>
3 man bucket crew <sup>1</sup> (removals)	25	\$	\$
2 man bucket crew <sup>1</sup> (trimming)	25	\$	\$
38 ton crane <sup>2</sup> with operator	20	\$	\$
Log truck with operator	10	\$	\$

<b>Emergency Totals:</b>	\$
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	<u>Est. Hours</u>	<u>Winter Rates (per hour)</u>	<u>Item Total</u>
3 man bucket crew <sup>1</sup> (removals)	45	\$	\$
2 man bucket crew <sup>1</sup> (trimming)	40	\$	\$
38 ton crane <sup>2</sup> with operator	20	\$	\$
Log truck with operator	10	\$	\$

<b>Winter Totals:</b>	\$
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<b>YEAR 3 Estimated Contract Total:</b>	\$
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1 - Bucket crew to include: 75' bucket truck, high capacity chipper (18"-22"), high capacity chip truck, (Removal crew to also include a skid steer with grapple)

2 - Minimum 127' main boom, 158' w/jib

**CERTIFICATE OF NON-COLLUSION**

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

\_\_\_\_\_  
(Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(Name of individual submitting bid or proposal)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

\_\_\_\_\_  
Signature of Individual or Responsible  
Corporate Officer and Title

**NON-COLLUSION FORMS  
MUST BE SIGNED AND  
SUBMITTED WITH BID**

**OSHA TRAINING**

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149 of the General Laws.

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

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

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



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Arlington  
**Contract Number:** 21-36 **City/Town:** ARLINGTON  
**Description of Work:** (Non-Construction Related) Tree Trimming & Removal/Various Locations for a period of one (1) with option to renew for a second and third year.  
**Job Location:** Various Locations

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
  - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
  - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
  - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
  - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
  - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
  - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
  - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
  - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Rental of Equipment - East</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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>	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>	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>	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$0.00	\$0.00	\$63.94
	12/01/2021	\$51.33	\$13.75	\$0.00	\$0.00	\$65.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$51.73	\$13.75	\$0.00	\$0.00	\$65.48
	12/01/2021	\$52.88	\$13.75	\$0.00	\$0.00	\$66.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$33.40	\$13.75	\$0.00	\$0.00	\$47.15
	12/01/2021	\$34.19	\$13.75	\$0.00	\$0.00	\$47.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$0.00	\$0.00	\$78.10
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$0.00	\$0.00	\$58.47
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$0.00	\$0.00	\$83.00
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- PILE DRIVER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$33.40	\$13.75	\$0.00	\$0.00	\$47.15
	12/01/2021	\$34.19	\$13.75	\$0.00	\$0.00	\$47.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63

**Classification**

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

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.90	\$13.75	\$0.00	\$0.00	\$41.65
2	60	\$30.44	\$13.75	\$0.00	\$0.00	\$44.19
3	65	\$32.97	\$13.75	\$0.00	\$0.00	\$46.72
4	70	\$35.51	\$13.75	\$0.00	\$0.00	\$49.26
5	75	\$38.05	\$13.75	\$0.00	\$0.00	\$51.80
6	80	\$40.58	\$13.75	\$0.00	\$0.00	\$54.33
7	85	\$43.12	\$13.75	\$0.00	\$0.00	\$56.87
8	90	\$45.66	\$13.75	\$0.00	\$0.00	\$59.41

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

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.53	\$13.75	\$0.00	\$0.00	\$42.28
2	60	\$31.13	\$13.75	\$0.00	\$0.00	\$44.88
3	65	\$33.72	\$13.75	\$0.00	\$0.00	\$47.47
4	70	\$36.32	\$13.75	\$0.00	\$0.00	\$50.07
5	75	\$38.91	\$13.75	\$0.00	\$0.00	\$52.66
6	80	\$41.50	\$13.75	\$0.00	\$0.00	\$55.25
7	85	\$44.10	\$13.75	\$0.00	\$0.00	\$57.85
8	90	\$46.69	\$13.75	\$0.00	\$0.00	\$60.44

**Notes:**

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

LABORER	06/01/2021	\$40.67	\$8.60	\$0.00	\$0.00	\$49.27
LABORERS - ZONE 1	12/01/2021	\$41.68	\$8.60	\$0.00	\$0.00	\$50.28
	06/01/2022	\$42.68	\$8.60	\$0.00	\$0.00	\$51.28
	12/01/2022	\$43.68	\$8.60	\$0.00	\$0.00	\$52.28
	06/01/2023	\$44.68	\$8.60	\$0.00	\$0.00	\$53.28
	12/01/2023	\$45.93	\$8.60	\$0.00	\$0.00	\$54.53

**Classification**

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

**Apprentice - LABORER - Zone 1**

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.40	\$8.60	\$0.00	\$0.00	\$33.00
2	70	\$28.47	\$8.60	\$0.00	\$0.00	\$37.07
3	80	\$32.54	\$8.60	\$0.00	\$0.00	\$41.14
4	90	\$36.60	\$8.60	\$0.00	\$0.00	\$45.20

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

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.01	\$8.60	\$0.00	\$0.00	\$33.61
2	70	\$29.18	\$8.60	\$0.00	\$0.00	\$37.78
3	80	\$33.34	\$8.60	\$0.00	\$0.00	\$41.94
4	90	\$37.51	\$8.60	\$0.00	\$0.00	\$46.11

**Notes:**

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

LABORER (HEAVY & HIGHWAY)	06/01/2021	\$40.67	\$8.60	\$0.00	\$0.00	\$49.27
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2021	\$41.68	\$8.60	\$0.00	\$0.00	\$50.28

**Apprentice - LABORER (Heavy & Highway) - Zone 1**

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.40	\$8.60	\$0.00	\$0.00	\$33.00
2	70	\$28.47	\$8.60	\$0.00	\$0.00	\$37.07
3	80	\$32.54	\$8.60	\$0.00	\$0.00	\$41.14
4	90	\$36.60	\$8.60	\$0.00	\$0.00	\$45.20

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

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.01	\$8.60	\$0.00	\$0.00	\$33.61
2	70	\$29.18	\$8.60	\$0.00	\$0.00	\$37.78
3	80	\$33.34	\$8.60	\$0.00	\$0.00	\$41.94
4	90	\$37.51	\$8.60	\$0.00	\$0.00	\$46.11

**Notes:**

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

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	06/01/2021	\$23.40	\$13.75	\$0.00	\$0.00	\$37.15
OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.98	\$13.75	\$0.00	\$0.00	\$37.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$28.26	\$13.75	\$0.00	\$0.00	\$42.01
	12/01/2021	\$28.94	\$13.75	\$0.00	\$0.00	\$42.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$0.00	\$0.00	\$63.94
	12/01/2021	\$51.33	\$13.75	\$0.00	\$0.00	\$65.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$33.40	\$13.75	\$0.00	\$0.00	\$47.15
	12/01/2021	\$34.19	\$13.75	\$0.00	\$0.00	\$47.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$0.00	\$0.00	\$63.94
	12/01/2021	\$51.33	\$13.75	\$0.00	\$0.00	\$65.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2021	\$50.19	\$13.75	\$0.00	\$0.00	\$63.94
	12/01/2021	\$51.33	\$13.75	\$0.00	\$0.00	\$65.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	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 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.