

## Town of Arlington



### INVITATION TO BID

#### **Tree Trimming & Removal/Various Locations IFB #24-24**

The Town of Arlington invites SEALED bids, pursuant to M.G.L. c. 30B, for TREE TRIMMING & REMOVAL/VARIOUS LOCATIONS.

Bids will be received until **2:00 p.m. on Monday, June 3, 2024**, at the Office of the Town Manager/Purchasing Department, Town Hall Annex – 2<sup>nd</sup> Floor, 730 Massachusetts Avenue, Arlington, MA 02476, at which time and place they will be publicly opened and read aloud.

No bid will be accepted after the time and date specified.

Bid documents are available to download from the Town's website at [www.arlingtonma.gov/purchasing](http://www.arlingtonma.gov/purchasing). Bids must be submitted on the forms provided therein and in a sealed envelope bearing the bidder's name, address and telephone number and the words **"IFB #24-24 Tree Trimming & Removal/Various Locations."**

Questions regarding the scope of work should be directed to Mary Ellen De Natale, Purchasing Agent, at 781 316-3003 or [mdenatale@town.arlington.ma.us](mailto:mdenatale@town.arlington.ma.us).

The Town Manager reserves the right to accept or reject any and all bids, wholly or in part, and to make the award in the best interests of the Town of Arlington. The notification of the intent to award the contract will be made as soon as possible but no later than forty-five (45) days from the date of the bid opening.

Minimum Wage Rates, as determined by the Director of the Department of Labor Standards of the Executive Office of Labor and Workforce Development under the provisions of M.G.L. c.149 §26 to 27H, apply to this project. The schedule of wage rates applicable to this contract is included in the bid documents.

TOWN OF ARLINGTON

James Feeney  
Town Manager

**May 16, 2024**

## INSTRUCTIONS TO BIDDERS

### A. RECEIPT AND OPENING OF BIDS

Sealed bids, on bid forms furnished for that purpose, will be received at the Town Manager's Office, Town Hall Annex – 2<sup>nd</sup> Floor, 730 Massachusetts Ave, Arlington, MA 02476, until **2:00 p.m. on Monday, June 3, 2024**, at which time and place they will be publicly opened and read aloud. Any bid received after the time and date specified shall not be considered.

The Town may consider unresponsive any bid not prepared and submitted in accordance with the provisions specified in the bid documents and may waive any informalities in 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Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within forty-five (45) days after the actual date of the opening thereof.

### B. PREPARATION OF BIDS

Each bid must be submitted on the bid form attached hereto. A Certificate of Non-Collusion and any and all additional forms specified herein must be attached to the sealed bid. All blank spaces for bid prices must be filled in, written in ink or typewritten, in both words and figures, and all of the foregoing forms and certificates must be fully completed and executed when submitted.

**Each bid must be submitted in a sealed envelope bearing on the outside the name, address and telephone number of the bidder and the bid number and name of the project for which the bid is submitted.** If forwarded by mail, the sealed envelope must be addressed to the Town Manager's Office/Purchasing Department, Town Hall Annex – 2<sup>nd</sup> Floor, 730 Massachusetts Ave, Arlington, MA 02476.

### C. QUALIFICATIONS OF BIDDER

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town 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.

In order to demonstrate the bidder's ability to complete the work in accordance with the bid and contract documents, each bid **must include:**

- 1) 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) at least three references, one of which must be for a project of similar or larger size, and
- 5) a list of the total number of supervisors and workers intended to be assigned to this project

#### D. 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 the contract.

#### E. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder. Every request for such interpretation shall be in writing and emailed to **Mary Ellen De Natale, Purchasing Agent**, at [mdenatale@town.arlington.ma.us](mailto:mdenatale@town.arlington.ma.us), and to be given consideration must be received at least five (5) 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 and will be available on the Town's website at [www.arlingtonma.gov/purchasing](http://www.arlingtonma.gov/purchasing). 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 bid and contract documents.

#### F. LAWS AND REGULATIONS

The attention of bidders is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance 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.

#### G. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

**The Town intends to award the contract to the responsive and responsible bidder offering the lowest total price for Year 1** provided that, at the time this contract is to be awarded, the lowest bid submitted by a responsive and responsible bidder does not exceed the amount of funds available to finance the project. If the lowest bid exceeds said amount, the Town may reject all bids.

#### H. CONTRACT OBLIGATION

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

I. CONTRACT TERM

The term of this contract will be for one year **commencing July 1, 2024, and ending June 30, 2025**. The Town reserves the right, at its sole discretion, to renew the contract for two additional terms in one year increments.

J. SALES TAX

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

K. TERMS AND CONDITIONS OF THE CONTRACT

The Town of Arlington Standard Contract Document and Standard Contract General Conditions are attached hereto and incorporated herein by reference. By submitting a bid, the Bidder agrees to all terms of said Standard Contract General Conditions.

END OF INSTRUCTIONS TO BIDDERS

# SPECIFICATIONS

## 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, 2024 through June 30, 2025**. 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 to June 30 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 Massachusetts Department of Labor Standards performance and 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. Stump Grinding

- 1) Stumps shall be ground to a point 16" below the surrounding grade. Stump grindings will be left at the site in a neat pile on top of the ground stump. All wood chips will be swept clean in the vicinity of the work. Contractors shall familiarize themselves with the Town's bylaw regarding the use of gas leaf blowers (essentially prohibited for this work). Electric leaf blowers are allowed.
  - 2) Contractor shall take all necessary precautions to ensure that the public is protected from the work and that wood chips are contained to the immediate work area with proper shielding.
- f. Wherever a tree (not scheduled to be removed) must be trimmed or pruned, the Contractor shall ensure 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 Woody Plant Maintenance".
- g. The Contractor shall notify the Town prior to commencement of work. The Contractor shall be responsible for obtaining and documenting permission by abutters to perform any work that will impact privately owned trees, lawns, shrubs, etc.
- h. The Contractor shall 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 one hour and commence work within two hours for emergency services. The Contractor shall respond within 24 hours and commence work within five business days for routine services.
- i. 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. The Town reserves the right to use the first available Contractor in an emergency if the low bid Contractor cannot respond in a time judged to be sufficient by the Director of Public Works, or his designee.
- j. 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.
- k. The Contractor shall make all necessary arrangements with any public or 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.

- l. 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.
- m. Unless otherwise directed by the Town, any materials resulting from the trimming or removal of any trees shall become the responsibility of the Contractor.
- n. 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.
- o. 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.
- p. 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. QUALITY REQUIREMENTS**

Contractor must meet the following minimum 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 Arlington Town Hall, 730 Massachusetts Avenue.
- c. 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 for ensuring that each of their vehicles and pieces of 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 insurance in the amounts specified in the Town of Arlington Standard Contract General Conditions included herein. Certificate(s) of Insurance shall be provided to the Town 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 that serve to illustrate the ability of the 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 one 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 five 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**

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

Invoices should be submitted to the Nelson Mui, Assistant Director, Department of Public Works, at 51 Grove St, Arlington, MA 02476 or via email to nmui@town.arlington.ma.us

## **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 for rejecting 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, 2024, through June 30, 2025. 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 to June 30 of each respective year subject to the appropriation of funds.

## **10. PUBLIC SAFETY AND CONVENIENCE**

The attention of bidders is directed to the fact that the work on this project is to be performed on TOWN properties which are utilized by pedestrians. The selected contractor 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, pedestrians, and his own personnel.

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

END OF SPECIFICATIONS

**BID FORM**

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for

**#24-24 Tree Trimming & Removal/Various Locations**

in accordance with accompanying specifications, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Award shall be made based on the Year 1 Estimated Contract Total** (July 1, 2024, to June 30, 2025). The Town reserves the right to renew the Contract, at its sole discretion, for a second and a third year at the bid prices submitted for those years.

**ESTIMATED CONTRACT TOTAL by YEAR**

Year 1 \_\_\_\_\_ dollars \$ \_\_\_\_\_

Year 2 \_\_\_\_\_ dollars \$ \_\_\_\_\_

Year 3 \_\_\_\_\_ dollars \$ \_\_\_\_\_

DATE \_\_\_\_\_

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

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

\_\_\_\_\_  
Printed Name and Title of Signatory

\_\_\_\_\_  
Business Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_/\_\_\_\_\_  
Business Telephone/FAX

\_\_\_\_\_  
Contact Person/Email Address

**BIDDER'S NAME**

\_\_\_\_\_

**YEAR 1 ( July 1, 2024 through June 30, 2025)**

	<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	\$	\$
Stump Grinding	60	\$	\$

**Regular Totals: \$**

	<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	\$	\$

**Emergency Totals: \$**

	<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	\$	\$
Stump Grinding	20	\$	\$

**Winter Totals: \$**

**YEAR 1  
Estimated Contract Total: \$**

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

BIDDER'S NAME: \_\_\_\_\_

**YEAR 2 - ( July 1, 2025 through June 30, 2026)**

	<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>Stump Grinding</b>	60	\$	\$

**Regular Totals: \$**

	<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	\$	\$

**Emergency Totals: \$**

	<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>Stump Grinding</b>	20	\$	\$

**Winter Totals: \$**

<b>YEAR 2</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**

**BIDDER’S NAME:** \_\_\_\_\_

**YEAR 3 (July 1, 2026 through June 30, 2027)**

	<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	\$	\$
Stump Grinding	60	\$	\$

**Regular Totals: \$**

	<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	\$	\$

**Emergency Totals: \$**

	<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	\$	\$
Stump Grinding	20	\$	\$

**Winter Totals: \$**

<b>YEAR 3</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

BIDDER'S NAME: \_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION**  
(submit as attachment to completed bid form)

The undersigned certifies under the 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.

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Name of Individual Authorized to Sign (Print or Type)

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Authorized Signature

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Legal Name of Business Entity

**THIS NON-COLLUSION FORM MUST BE ATTACHED TO BID FORM.**

**TAX COMPLIANCE SHEET**  
(submit as attachment to completed bid form)

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No \_\_\_\_\_

Signature of Responsible Officer \_\_\_\_\_

Title of Responsible Officer \_\_\_\_\_

Date \_\_\_\_\_

Pursuant to M.G.L. c. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

\_\_\_\_\_  
Corporate Office  
(if applicable)

## QUALIFICATIONS AND REFERENCE FORM

(submit as attachment to completed bid form)

Please type or print legibly. **All blanks must be filled in.** If necessary, attach additional sheets. This information will be utilized by the Town of Arlington for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of this contract. This form must be attached by the bidder to her/his completed bid form.

Bidder: \_\_\_\_\_

IFB No & Title: **IFB #24-24Tree Trimming & Removal/Various Locations**

1. List any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law. **Type N/A if none.**

2. List any and all assessed penalties or liquidated damages, and the project in which they occurred. **Type N/A if none.**

3. List any and all contract terminations. **Type N/A if none.**

4. List the total number of supervisors and workers intended to be assigned to this project.

5. Indicate number of years bidder has been engaged in work similar in nature to the work of this contract.

6. **References** On the following sheet(s), provide at a minimum three references for completed work, one of which must be for a contract completed in the past five years that is similar in size and scope to the work described in the bid documents, and include references for all contracts performed within the past two years that are similar in size and scope to the work specified in the bid documents. Attach additional sheets if necessary.

BIDDER'S NAME: \_\_\_\_\_



**QUALIFICATIONS AND REFERENCE FORM, continued**

**Owner Name:**

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

**Owner Name:**

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

**Owner Name:**

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

**BIDDER'S NAME:** \_\_\_\_\_

**QUALIFICATIONS AND REFERENCE FORM, continued**

**Owner Name:**

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

**Owner Name:**

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

**Owner Name:**

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

**BIDDER'S NAME:** \_\_\_\_\_



**TOWN OF ARLINGTON**  
**STANDARD CONTRACT DOCUMENT**

For information only. Not to be submitted with bid forms.

Contract ID:

Contractor Legal Name (and d/b/a):	Town Department:  Department Head:
Contractor Address:	Town Department Mailing Address:
Contractor Vendor ID (if applicable):	Billing Address (if different):

Account	Fund	Department ID	Project	Not to Exceed Amount:	Actual Amount
				\$	\$

Scope of work and contract details
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Contract Start Date	Contract End Date	Option to Renew (Y/N)	Renewal Years

<p style="text-align: center;">Town Comptroller</p> <p>APPROVED AS TO THE AVAILABILITY OF APPROPRIATION PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS</p>	<p style="text-align: center;">CONTRACTOR</p> <p>AGREES TO PROVIDE THE GOODS OR SERVICES IN ACCORDANCE WITH THE CONTRACT</p>	<p style="text-align: center;">Awarding Authority/Official (ATTACH LETTER OF AWARD)</p>
\$	Title:	
Signature:	Signature:	Signature:
Date:	Date:	Date:
APPROVED AS TO FORM		
Signature:		
Town Counsel		



**TOWN OF ARLINGTON**  
**STANDARD CONTRACT GENERAL CONDITIONS**

**Article 1. Definitions.**

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 “Town” shall mean the Town of Arlington, Massachusetts.

1.1.2 “Contract” and “Contract Documents” shall include, in the following hierarchy of document precedence, as applicable: the Town’s Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor’s responses including Contractor Certifications and Applications, excluding any language stricken by Town as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 “Contractor” shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 “Official” shall mean the awarding authority/officer acting on behalf of the Town in the execution of the Contract.

**Article 2. Performance.**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from Town premises and replace all individuals in the Contractor’s employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 Town is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the Town. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from Town.

**Article 3. Acceptance of Goods and Services.**

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, and goods and deliverables provided to and accepted by Town. The Town shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

**Article 4. Time.**

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

**Article 5. Compensation.**

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the Town in accordance with the specific terms and conditions of a Contract, and Town shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The Town shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the Town from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the Town to the Contractor for travel or related expenses, the Contractor may submit such proposed expenses to the Official for approval prior to the incurrence of such expenses. Such expenses shall be reviewed on a case-by-case basis. Nothing herein shall be construed to require the Town to reimburse the Contractor for the expenses described in this Section.

5.5 The Contractor shall furnish any information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

**Article 6. Relationship with the Town.**

6.1 The Contractor is retained solely for the purposes set forth in this Contract. Contractor's relationship to the Town during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no authority to involve the Town in any contract or to incur any liability on the part of the Town. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the Town specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the Town. The Town has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 Any amendments to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the Town Comptroller. The Town's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**Article 7. Assumption of Loss and Liability.**

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the Town.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the Town, its officers, agents or employees, with counsel acceptable to Town, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

**Article 8. Remedies of the Town.**

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the Town

until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The Town may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The Town otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the Town as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the Town upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the Town due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The Town may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the Town identifying the breach. This Contract may be terminated at any time for the convenience of the Town at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

#### **Article 9. Remedies of the Contractor.**

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the Town is legally responsible, the Town may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the Town.

#### **Article 10. Prohibition Against Assignment.**

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

#### **Article 11. Compliance with Law and Public Policy.**



11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the Town, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 Where applicable, the Contractor shall take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).

11.4 The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance. The Contractor shall name the Town as an additional insured on the policies described in this Section. The Town's insurance requirements are further described in the Insurance Addendum to this Contract.

11.5 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, sex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.6 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any Town officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the Town has a direct and substantial interest.

11.7 The Contractor shall keep himself fully informed of all Town Bylaws, any regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the Town, its officers, agents and employees against any claim or liability arising from or based on the violations of such bylaws, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative

determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the Town, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Town, to the extent the Prevailing Wage Law is applicable.

11.12 The Contractor shall comply with the Town's Bylaws for any contract awarded pursuant to M.G.L. c.149 or M.G.L. c.30, sec. 39M et. seq., and as may be amended from time to time.

## **Article 12. Contract Subject to Appropriation.**

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other Town representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the Town Comptroller's certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the Town Comptroller as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the Town Comptroller. In the event of any decrease in the amount certified, the Contractor shall be compensated for services

rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

**Article 13. Release of Town on Final Payment.**

13.1 Acceptance by the Contractor of payment from the Town for final services under this Contract shall be deemed to release forever the Town from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

**Article 14. Public Records and Access.**

14.1 This Contract is subject to the Commonwealth's Public Records Law, M.G.L. ch. 66. s. 10. Any documents related to this Contract shall be retained according to the Secretary of State's Municipal Retention Schedule or as required by the Town for a period not shorter than required said Municipal Retention Schedule.

14.2 The Contractor shall provide full access to records related to performance and compliance to the Town for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Article 15. State Taxation Certification.**

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above- referenced law).

**Article 16. Monies Owed to Town.**

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Town Treasurer and Collector may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the Town of Arlington which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Town Treasurer and Collector may apply any amount owing and payable to the Contractor to satisfy any monies owed to the Town.

**Article 17. Prohibition Against Bid Collusion.**

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Article 18. Choice of Law.**

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

**Article 19. Effective Date and Signatures.**

19.1 This Contract shall be effective upon the date signed by the parties on the Town's Standard Contract Document.



## INSURANCE ADDENDUM

THIS INSURANCE ADDENDUM (“Insurance Addendum”) is hereby incorporated by reference into the Town’s Standard Contract General Conditions.

**1. Scope and term.**

- a. The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.
- b. The Contractor shall name the Town as an additional insured on the policies required and shall specifically refer in the certificates to this Contract and shall state that insurance is as required by this Contract. The description of each coverage listed on the certificates shall include an appropriate means of identification. The Contractor shall not commence the work until proof of compliance with this Section has been furnished to the Town.
- c. Not later than the commencement date of the Contract, and annually thereafter for the term of this Contract or any extension thereof, Contractor shall furnish the Town with certificates of insurance evidencing coverages set forth below in Section 1, and evidencing the Town’s additional insured status. Such certificates shall contain a provision providing the Town thirty (30) days advance written notice by registered mail of any change in or cancellation of coverage or ten (10) days’ notice if cancellation is due to nonpayment of premiums.

**2. Requirements.** The Contractor shall maintain the following policies consistent with Section 1 of this addendum with carriers having an A.M. Best credit rating of A-VIII (or better). The required insurance policies shall include all major divisions of coverage and shall be on a comprehensive general basis including premises and operations (including X-C-U), and owned, non-owned, and hired motor vehicles. Such insurance shall be written for not less than the limits of liability required by law, or the limits set forth below, whichever are greater.

1	<b>Commercial General Liability</b>	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
2	<b>General Liability</b>	
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
	Aggregate	\$2,000,000
3	<b>Property Damage</b>	
	Each Occurrence	\$2,000,000

	Aggregate	\$2,000,000
4	<b>Automobiles and Trucks (all owned, non-owned, hired and leased)</b>	
	Each occurrence – combined single limit	\$1,000,000
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
5	<b>Excess Umbrella Coverage</b>	\$5,000,000
6	<b>Workers Compensation</b>	As required by Massachusetts General Law

3. **Remedies.** The Town reserves the right to pursue any remedies available at law or in equity for the Contractor’s failure to comply with the requirements set forth in this addendum.
4. **Waiver.** The Contractor agrees to waive all claims against the Town, its officers, agents or employees for any injury or death sustained by Contractor’s officers or employees, or for damage to its vehicles or equipment arising out of work contemplated by this Contract. The Contractor and all subcontractors shall waive subrogation rights against the Town for all losses.
5. **Notice of Occurrence.** Notice of Occurrence shall be given to the Town at the following addresses:

Town of Arlington  
c/o Town Manager  
730 Massachusetts Avenue  
Arlington, MA 02476

With a copy to:

Town Counsel  
50 Pleasant Street  
Arlington, MA 02476

**THE MASSACHUSETTS PREVAILING WAGE LAW**

**M.G.L. C. 149, §§26-27**

**NOTICE TO AWARDING AUTHORITIES**

- A. The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project, except in the case of multi-year projects. For projects lasting longer than one year, awarding authorities must request updated rates.
- B. You should request an updated wage schedule from the Department of Labor Standards if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- C. The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- D. 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**

- E. The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- F. 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.
- G. 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.
- H. All apprentices must be registered with the Massachusetts Division of Apprenticeship Standards (DAS) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAS, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to:

DAS  
19 Staniford Street, 1st Floor  
P.O. Box 146759  
Boston, MA 0211

# WEEKLY 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 is available from the Department of Labor Standards (DLS) at [mass.gov/dols/pw](http://mass.gov/dols/pw) 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.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or email, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

## WEEKLY STATEMENT OF COMPLIANCE

\_\_\_\_\_, 20\_\_\_\_

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 \_\_\_\_\_



## WEEKLY CERTIFIED PAYROLL REPORT AND WORKFORCE PARTICIPATION FORM

**CERTIFIED PAYROLL REPORT:** Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a true and accurate copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

**WORKFORCE PARTICIPATION GOALS:** The Commonwealth of Massachusetts has set the following goals for workforce participation for minorities and women. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The Contractor shall strive to achieve on this project the labor workforce participation goals contained herein. **The Contractor shall enter the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority below.**

Company Name:	Address:	Phone No.:	Payroll No.:
Employer's Signature:	Title:	Contract No.:	Tax Payer ID #: Work Week Ending:
Awarding Authority Name:	Public Works Project Name:	Public Works Project Location:	Min. Wage Rate Sheet Number:

Employee Name & Complete Address		Work Classification	Project Hours Non-Minority	Project Hours Minority	Project Hours Women	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	(B+C+D+E) (A x F)		Check No. (H)
								Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.						Total Hourly Prev. Wage (F)	Total Gross Wages	

**APPRENTICESHIP DOCUMENTATION:** Please answer the questions below.

(1) Are any apprentice employees identified above?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(2) If yes, are all apprentice employees identified above currently registered with the MA DLS Division of Apprentices Standards?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(3) If yes, is a copy of the apprentice ID card issued by the MA DLS Division of Apprentices Standards included for all apprentice employees identified above?	YES <input type="checkbox"/>	NO <input type="checkbox"/>



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:** Town of Arlington  
**Contract Number:** #24-24 **City/Town:** ARLINGTON  
**Description of Work:** (Non-Construction Related) Tree Trimming & Removal/Various Locations for a period of one year with an option to renew for a second and a third year. Work includes stump grinding.  
**Job Location:** Various Locations, Arlington, MA

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**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.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Rental of Equipment - East</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2023	\$40.05	\$14.41	\$0.00	\$0.00	\$54.46
	06/01/2024	\$41.05	\$14.41	\$0.00	\$0.00	\$55.46
	08/01/2024	\$41.05	\$14.91	\$0.00	\$0.00	\$55.96
	12/01/2024	\$41.05	\$14.91	\$0.00	\$0.00	\$55.96
	06/01/2025	\$42.05	\$14.91	\$0.00	\$0.00	\$56.96
	08/01/2025	\$42.05	\$15.41	\$0.00	\$0.00	\$57.46
	12/01/2025	\$42.05	\$15.41	\$0.00	\$0.00	\$57.46
	06/01/2026	\$43.05	\$15.41	\$0.00	\$0.00	\$58.46
	08/01/2026	\$43.05	\$15.91	\$0.00	\$0.00	\$58.96
	12/01/2026	\$43.05	\$15.91	\$0.00	\$0.00	\$58.96
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2023	\$40.12	\$14.41	\$0.00	\$0.00	\$54.53
	06/01/2024	\$40.88	\$14.41	\$0.00	\$0.00	\$55.29
	08/01/2024	\$40.88	\$14.91	\$0.00	\$0.00	\$55.79
	12/01/2024	\$40.88	\$14.91	\$0.00	\$0.00	\$55.79
	06/01/2025	\$41.12	\$14.91	\$0.00	\$0.00	\$56.03
	08/01/2025	\$41.12	\$15.41	\$0.00	\$0.00	\$56.53
	12/01/2025	\$41.12	\$15.41	\$0.00	\$0.00	\$56.53
	06/01/2026	\$43.12	\$15.41	\$0.00	\$0.00	\$58.53
	08/01/2026	\$43.12	\$15.91	\$0.00	\$0.00	\$59.03
	12/01/2026	\$43.12	\$15.91	\$0.00	\$0.00	\$59.03
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2023	\$40.24	\$14.41	\$0.00	\$0.00	\$54.65
	06/01/2024	\$41.24	\$14.41	\$0.00	\$0.00	\$55.65
	08/01/2024	\$41.24	\$14.91	\$0.00	\$0.00	\$56.15
	12/01/2024	\$41.24	\$14.91	\$0.00	\$0.00	\$56.15
	06/01/2025	\$42.24	\$14.91	\$0.00	\$0.00	\$57.15
	08/01/2025	\$42.24	\$15.41	\$0.00	\$0.00	\$57.65
	12/01/2025	\$42.24	\$15.41	\$0.00	\$0.00	\$57.65
	06/01/2026	\$43.24	\$15.41	\$0.00	\$0.00	\$58.65
	08/01/2026	\$43.24	\$15.91	\$0.00	\$0.00	\$59.15
	12/01/2026	\$43.24	\$15.91	\$0.00	\$0.00	\$59.15
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>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
<b>BACKHOE/FRONT-END LOADER</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>BULLDOZER/GRADER/SCRAPER</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$56.13	\$15.00	\$0.00	\$0.00	\$71.13
	06/01/2024	\$57.45	\$15.00	\$0.00	\$0.00	\$72.45
	12/01/2024	\$58.93	\$15.00	\$0.00	\$0.00	\$73.93
	06/01/2025	\$60.26	\$15.00	\$0.00	\$0.00	\$75.26
	12/01/2025	\$61.73	\$15.00	\$0.00	\$0.00	\$76.73
	06/01/2026	\$63.06	\$15.00	\$0.00	\$0.00	\$78.06
	12/01/2026	\$64.54	\$15.00	\$0.00	\$0.00	\$79.54
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>COMPRESSOR OPERATOR</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$0.00	\$0.00	\$50.62
	06/01/2024	\$36.47	\$15.00	\$0.00	\$0.00	\$51.47
	12/01/2024	\$37.42	\$15.00	\$0.00	\$0.00	\$52.42
	06/01/2025	\$38.27	\$15.00	\$0.00	\$0.00	\$53.27
	12/01/2025	\$39.22	\$15.00	\$0.00	\$0.00	\$54.22
	06/01/2026	\$40.08	\$15.00	\$0.00	\$0.00	\$55.08
	12/01/2026	\$41.03	\$15.00	\$0.00	\$0.00	\$56.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>DIVER</b> <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"						
<b>DIVER TENDER</b> <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"						
<b>DIVER TENDER (EFFLUENT)</b> <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"						
<b>DIVER/SLURRY (EFFLUENT)</b> <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"						

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
<b>FORK LIFT/CHERRY PICKER</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>GENERATOR/LIGHTING PLANT/HEATERS</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$0.00	\$0.00	\$50.62
	06/01/2024	\$36.47	\$15.00	\$0.00	\$0.00	\$51.47
	12/01/2024	\$37.42	\$15.00	\$0.00	\$0.00	\$52.42
	06/01/2025	\$38.27	\$15.00	\$0.00	\$0.00	\$53.27
	12/01/2025	\$39.22	\$15.00	\$0.00	\$0.00	\$54.22
	06/01/2026	\$40.08	\$15.00	\$0.00	\$0.00	\$55.08
	12/01/2026	\$41.03	\$15.00	\$0.00	\$0.00	\$56.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>HOISTING ENGINEER/CRANES/GRADALLS</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28

**Classification**

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

**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 12/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.27	\$15.00	\$0.00	\$0.00	\$45.27
2	60	\$33.02	\$15.00	\$0.00	\$0.00	\$48.02
3	65	\$35.77	\$15.00	\$0.00	\$0.00	\$50.77
4	70	\$38.52	\$15.00	\$0.00	\$0.00	\$53.52
5	75	\$41.27	\$15.00	\$0.00	\$0.00	\$56.27
6	80	\$44.02	\$15.00	\$0.00	\$0.00	\$59.02
7	85	\$46.78	\$15.00	\$0.00	\$0.00	\$61.78
8	90	\$49.53	\$15.00	\$0.00	\$0.00	\$64.53

**Effective Date - 06/01/2024**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.98	\$15.00	\$0.00	\$0.00	\$45.98
2	60	\$33.80	\$15.00	\$0.00	\$0.00	\$48.80
3	65	\$36.61	\$15.00	\$0.00	\$0.00	\$51.61
4	70	\$39.43	\$15.00	\$0.00	\$0.00	\$54.43
5	75	\$42.25	\$15.00	\$0.00	\$0.00	\$57.25
6	80	\$45.06	\$15.00	\$0.00	\$0.00	\$60.06
7	85	\$47.88	\$15.00	\$0.00	\$0.00	\$62.88
8	90	\$50.70	\$15.00	\$0.00	\$0.00	\$65.70

**Notes:**

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

LABORER LABORERS - ZONE 1	12/01/2023	\$44.33	\$9.65	\$0.00	\$0.00	\$53.98
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**Apprentice - LABORER - Zone 1**

**Effective Date - 12/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.60	\$9.65	\$0.00	\$0.00	\$36.25
2	70	\$31.03	\$9.65	\$0.00	\$0.00	\$40.68
3	80	\$35.46	\$9.65	\$0.00	\$0.00	\$45.11
4	90	\$39.90	\$9.65	\$0.00	\$0.00	\$49.55

**Notes:**

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	12/01/2023	\$44.33	\$9.65	\$0.00	\$0.00	\$53.98
	06/01/2024	\$45.81	\$9.65	\$0.00	\$0.00	\$55.46
	12/01/2024	\$47.28	\$9.65	\$0.00	\$0.00	\$56.93
	06/01/2025	\$48.78	\$9.65	\$0.00	\$0.00	\$58.43
	12/01/2025	\$50.28	\$9.65	\$0.00	\$0.00	\$59.93
	06/01/2026	\$51.83	\$9.65	\$0.00	\$0.00	\$61.48
	12/01/2026	\$53.33	\$9.65	\$0.00	\$0.00	\$62.98

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

**Effective Date -** 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.60	\$9.65	\$0.00	\$0.00	\$36.25
2	70	\$31.03	\$9.65	\$0.00	\$0.00	\$40.68
3	80	\$35.46	\$9.65	\$0.00	\$0.00	\$45.11
4	90	\$39.90	\$9.65	\$0.00	\$0.00	\$49.55

**Effective Date -** 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.49	\$9.65	\$0.00	\$0.00	\$37.14
2	70	\$32.07	\$9.65	\$0.00	\$0.00	\$41.72
3	80	\$36.65	\$9.65	\$0.00	\$0.00	\$46.30
4	90	\$41.23	\$9.65	\$0.00	\$0.00	\$50.88

**Notes:**

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

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$24.41	\$15.00	\$0.00	\$0.00	\$39.41
	06/01/2024	\$25.01	\$15.00	\$0.00	\$0.00	\$40.01
	12/01/2024	\$25.67	\$15.00	\$0.00	\$0.00	\$40.67
	06/01/2025	\$26.27	\$15.00	\$0.00	\$0.00	\$41.27
	12/01/2025	\$26.93	\$15.00	\$0.00	\$0.00	\$41.93
	06/01/2026	\$27.52	\$15.00	\$0.00	\$0.00	\$42.52
	12/01/2026	\$28.19	\$15.00	\$0.00	\$0.00	\$43.19

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$29.86	\$15.00	\$0.00	\$0.00	\$44.86
	06/01/2024	\$30.58	\$15.00	\$0.00	\$0.00	\$45.58
	12/01/2024	\$31.38	\$15.00	\$0.00	\$0.00	\$46.38
	06/01/2025	\$32.10	\$15.00	\$0.00	\$0.00	\$47.10
	12/01/2025	\$32.90	\$15.00	\$0.00	\$0.00	\$47.90
	06/01/2026	\$33.62	\$15.00	\$0.00	\$0.00	\$48.62
	12/01/2026	\$34.42	\$15.00	\$0.00	\$0.00	\$49.42

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2023	\$39.88	\$14.41	\$0.00	\$0.00	\$54.29
	06/01/2024	\$40.88	\$14.41	\$0.00	\$0.00	\$55.29
	08/01/2024	\$40.88	\$14.91	\$0.00	\$0.00	\$55.79
	12/01/2024	\$40.88	\$14.91	\$0.00	\$0.00	\$55.79
	06/01/2025	\$41.88	\$14.91	\$0.00	\$0.00	\$56.79
	08/01/2025	\$41.88	\$15.41	\$0.00	\$0.00	\$57.29
	12/01/2025	\$41.88	\$15.41	\$0.00	\$0.00	\$57.29
	06/01/2026	\$42.88	\$15.41	\$0.00	\$0.00	\$58.29
	08/01/2026	\$42.88	\$15.91	\$0.00	\$0.00	\$58.79
	12/01/2026	\$42.88	\$15.91	\$0.00	\$0.00	\$58.79
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$55.03	\$15.00	\$0.00	\$0.00	\$70.03
	06/01/2024	\$56.33	\$15.00	\$0.00	\$0.00	\$71.33
	12/01/2024	\$57.78	\$15.00	\$0.00	\$0.00	\$72.78
	06/01/2025	\$59.08	\$15.00	\$0.00	\$0.00	\$74.08
	12/01/2025	\$60.53	\$15.00	\$0.00	\$0.00	\$75.53
	06/01/2026	\$61.83	\$15.00	\$0.00	\$0.00	\$76.83
	12/01/2026	\$63.28	\$15.00	\$0.00	\$0.00	\$78.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$35.62	\$15.00	\$0.00	\$0.00	\$50.62
	06/01/2024	\$36.47	\$15.00	\$0.00	\$0.00	\$51.47
	12/01/2024	\$37.42	\$15.00	\$0.00	\$0.00	\$52.42
	06/01/2025	\$38.27	\$15.00	\$0.00	\$0.00	\$53.27
	12/01/2025	\$39.22	\$15.00	\$0.00	\$0.00	\$54.22
	06/01/2026	\$40.08	\$15.00	\$0.00	\$0.00	\$55.08
	12/01/2026	\$41.03	\$15.00	\$0.00	\$0.00	\$56.03
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2023	\$40.34	\$14.41	\$0.00	\$0.00	\$54.75
	06/01/2024	\$41.34	\$14.41	\$0.00	\$0.00	\$55.75
	08/01/2024	\$41.34	\$14.91	\$0.00	\$0.00	\$56.25
	12/01/2024	\$41.34	\$14.91	\$0.00	\$0.00	\$56.25
	06/01/2025	\$42.34	\$14.91	\$0.00	\$0.00	\$57.25
	08/01/2025	\$42.34	\$15.41	\$0.00	\$0.00	\$57.75
	12/01/2025	\$42.34	\$15.41	\$0.00	\$0.00	\$57.75
	06/01/2026	\$43.34	\$15.41	\$0.00	\$0.00	\$58.75
	08/01/2026	\$43.34	\$15.91	\$0.00	\$0.00	\$59.25
	12/01/2026	\$43.34	\$15.91	\$0.00	\$0.00	\$59.25
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2023	\$40.63	\$14.41	\$0.00	\$0.00	\$55.04
	06/01/2024	\$41.63	\$14.41	\$0.00	\$0.00	\$56.04
	08/01/2024	\$41.63	\$14.91	\$0.00	\$0.00	\$56.54
	12/01/2024	\$41.63	\$14.91	\$0.00	\$0.00	\$56.54
	06/01/2025	\$42.63	\$14.91	\$0.00	\$0.00	\$57.54
	08/01/2025	\$42.63	\$15.41	\$0.00	\$0.00	\$58.04
	12/01/2025	\$42.63	\$15.41	\$0.00	\$0.00	\$58.04
	06/01/2026	\$43.63	\$15.41	\$0.00	\$0.00	\$59.04
	08/01/2026	\$43.63	\$15.91	\$0.00	\$0.00	\$59.54
	12/01/2026	\$43.63	\$15.91	\$0.00	\$0.00	\$59.54
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2023	\$54.43	\$15.00	\$0.00	\$0.00	\$69.43
	06/01/2024	\$55.71	\$15.00	\$0.00	\$0.00	\$70.71
	12/01/2024	\$57.15	\$15.00	\$0.00	\$0.00	\$72.15
	06/01/2025	\$58.43	\$15.00	\$0.00	\$0.00	\$73.43
	12/01/2025	\$59.87	\$15.00	\$0.00	\$0.00	\$74.87
	06/01/2026	\$61.15	\$15.00	\$0.00	\$0.00	\$76.15
	12/01/2026	\$62.59	\$15.00	\$0.00	\$0.00	\$77.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2023	\$40.92	\$14.41	\$0.00	\$0.00	\$55.33
	06/01/2024	\$41.92	\$14.41	\$0.00	\$0.00	\$56.33
	08/01/2024	\$41.92	\$14.91	\$0.00	\$0.00	\$56.83
	12/01/2024	\$41.92	\$14.91	\$0.00	\$0.00	\$56.83
	06/01/2025	\$42.92	\$14.91	\$0.00	\$0.00	\$57.83
	08/01/2025	\$42.92	\$15.41	\$0.00	\$0.00	\$58.33
	12/01/2025	\$42.92	\$15.41	\$0.00	\$0.00	\$58.33
	06/01/2026	\$43.92	\$15.41	\$0.00	\$0.00	\$59.33
	08/01/2026	\$43.92	\$15.91	\$0.00	\$0.00	\$59.83
	12/01/2026	\$43.92	\$15.91	\$0.00	\$0.00	\$59.83

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>	12/01/2023	\$40.34	\$14.41	\$0.00	\$0.00	\$54.75
	06/01/2024	\$41.34	\$14.41	\$0.00	\$0.00	\$55.75
	08/01/2024	\$41.34	\$14.91	\$0.00	\$0.00	\$56.25
	12/01/2024	\$41.34	\$14.91	\$0.00	\$0.00	\$56.25
	06/01/2025	\$42.34	\$14.91	\$0.00	\$0.00	\$57.25
	08/01/2025	\$42.34	\$15.41	\$0.00	\$0.00	\$57.75
	12/01/2025	\$42.34	\$15.41	\$0.00	\$0.00	\$57.75
	06/01/2026	\$43.34	\$15.41	\$0.00	\$0.00	\$58.75
	08/01/2026	\$43.34	\$15.91	\$0.00	\$0.00	\$59.25
	12/01/2026	\$43.34	\$15.91	\$0.00	\$0.00	\$59.25

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.