

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS DEPARTMENT***

**PROJECT MANUAL:**

**PICK UP AND DISPOSAL OF EXCAVATED MATERIAL**

***INVITATION FOR BID #24-28***

**Bid Opening Date: November 16, 2023, at 11:00 a.m.**

**NOVEMBER 2023**

**Ruthanne Fuller, Mayor**

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
INVITATION FOR BID #24-28**

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors for:

**PICK UP AND DISPOSAL OF EXCAVATED MATERIAL  
(Less than 5% Concrete and Asphalt)**

**Bids** will be received until: **11:00 a.m., Thursday, November 16, 2023**  
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids.

Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

The City is soliciting bids to provide for the disposal of road construction excavate **that is less than 5% asphalt, concrete and other road or street debris**. The Contractor will pick up excavate at a City-designated site (74 Elliot Street, Newton) and dispose of at their own designated location and expense. The contractor will provide weight slips showing the tonnage at the disposal site as proof of weight for invoicing. It is the City's intent to award two (2) contracts to the responsive and responsible bidder(s) offering the lowest Totals on Bid Form #24-28 for each truck type selected by the City. Totals shall be complete costs, including overhead, profit, insurance, transportation, disposal and all other costs connected with, or incidental to the work described.

The City may award contracts for as few as one or as many as three truck types. Bidders may submit bids for as few as one or as many as three Truck types.

Documents relating to this Invitation For Bids (Contract Documents) will be available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or pick up at the Purchasing Department after **10:00 a.m., November 2, 2023**.

**Bids must be submitted with one (1) ORIGINAL and one (1) COPY.**

The term of the contract shall **extend for 12 months from the day of contract execution**. The City shall have the option, at its sole discretion, to **extend the agreement for one (1) additional one (1) year terms with no change in the contract price and terms and conditions**. All bids are subject to the provisions of M.G.L. Chapter 30B.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor Standards pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year or at each renewal, as applicable. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests.

The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual.

Once you've downloaded this bid from the internet website ([www.newtonma.gov/bids](http://www.newtonma.gov/bids)) I strongly suggest you email ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) your company's Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

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

CITY OF NEWTON



Nicholas Read, *Chief Procurement Officer*  
November 2, 2023

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
  2. The Bidder has had the opportunity to visit the material holding site at 74 Elliot Street, Newton, and is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents, become familiar with local conditions or visit the holding site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, November 10, 2023 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #24-28**.

**ARTICLE 3 - MBE PARTICIPATION**

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

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #24-28," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR: **#24-28**
  - \* NAME OF PROJECT: **PICK UP AND DISPOSAL OF EXCAVATED MATERIAL**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.
- 4.8 Massachusetts law requires all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See M.G.L. c.30, §39M(c), M.G.L. c.30, §39S(a)(1), M.G.L. c.149, §44E(2) & M.G.L. c.149, §44F(2).
1. This requirement will apply to any general bid or sub bid submitted.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project must certify on the Bid Form compliance with the applicable requirement. Non-compliance with this law will disqualify the bidder.

#### ARTICLE 5 - ALTERNATES

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

#### ARTICLE 6 - WITHDRAWAL OF BIDS

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

## ARTICLE 7 - CONTRACT AWARD

- 7.1 It is the City's intent to award two (2) contracts to the responsive and responsible bidders offering the lowest Totals on Bid Form 24-28 for Ten Wheel Trucks, Trailer Dump Trucks or Triaxle Trucks, as the City shall elect. Each Total shall be the complete cost, including overhead, profit, insurance, transportation, disposal and all other costs connected with, or incidental to the work described. Bidders need not bid on all Truck types. The City may award contracts for one, two or three Truck types. During the contract term, the City shall first request services from the lowest bidder (Primary Contractor) for a Truck type. In the event that the Primary Contractor cannot perform, services shall be provided by the second lowest bidder (Secondary Contractor) for that Truck type. One or more contracts will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

## ARTICLE 8 - TAXES

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

## ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

**END OF SECTION**

**CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
BID FORM #24-28**

A. The undersigned proposes to supply the services specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**PICK UP AND DISPOSAL OF EXCAVATED MATERIAL  
(includes less than 5% Concrete and Asphalt)**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

C. The contract price(s) will be the TOTAL(S) set forth on the attached **BID #24-28 ITEM SHEET (p. 10)**:

**TEN WHEEL TRUCK TOTAL:**

\_\_\_\_\_ or \$ \_\_\_\_\_  
(in words) (in numbers)

**TRAILER DUMP TRUCK TOTAL:**

\_\_\_\_\_ or \$ \_\_\_\_\_  
(in words) (in numbers)

**TRIAXLE TRUCK TOTAL:**

\_\_\_\_\_ or \$ \_\_\_\_\_  
(in words) (in numbers)

COMPANY NAME: \_\_\_\_\_

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

- Bidder's Qualifications and References Form, 2 pages
- Signed Bid Form, 3 pages
- Bid Item Sheet, 1 page
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Business Category Information, 1 page

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

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid and furnish a labor and materials payment bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the sum not less than 50% of the contract price, the premiums for which are to be paid by the contractor and are included in the contract price. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. c.30, §39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (“OSHA”) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

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

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

- G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder’s goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date \_\_\_\_\_

\_\_\_\_\_ (Name of General Bidder)

BY: \_\_\_\_\_

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

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ (City, State Zip)

\_\_\_\_\_ / \_\_\_\_\_ (Telephone) (FAX)

\_\_\_\_\_ (E-mail address)

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

**END OF SECTION**



**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**BID #24-28 ITEM SHEET**

<b>Type of Truck*</b>	<b>Material</b>	<b>Estimated Tons**</b>	<b>Estimated Tons per Load</b>	<b>Price Per Ton</b>	<b>Total</b>
Ten Wheel Truck Per Ton	Excavate (less than 5% Concrete and Asphalt)	2800	Bidder to estimate the amount of tons the vehicle can carry		
Trailer Dump Truck Per Ton	Excavate (less than 5% Concrete and Asphalt)	2800	Bidder to estimate the number of tons the vehicle can carry		
Triaxle Truck Per Ton (Specify)	Excavate (less than 5% Concrete and Asphalt)	2800	Bidder to estimate the number of tons the vehicle can carry		

\*Bidders may submit bids for as few as one or as many as three Truck types.

\*\* This bid is based on estimated quantities, i.e., estimated number of tons. Such quantities are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit (per ton) price(s) shall be those set forth above.

**CITY OF NEWTON  
BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

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

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

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

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

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

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

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CERTIFICATE OF NON-COLLUSION

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

\_\_\_\_\_  
(Signature of individual)

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

**CERTIFICATION OF TAX COMPLIANCE\*\***

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

\_\_\_\_\_  
Signature of Individual (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
or Federal Identification Number

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

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

Print Officer Name: \_\_\_\_\_

- \* The provision in this Certification relating to child support applies only when the Contractor is an individual.
- \*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- \*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

## CERTIFICATE OF FOREIGN CORPORATION

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

---

**(Jurisdiction)**

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

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**Name of person signing proposal**

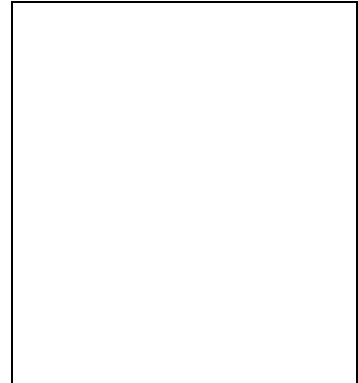
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**Signature of person signing proposal**

---

**Name of Business (Please Print or Type)**

*Affix Corporate Seal here*



City of Newton



Mayor  
Ruthanne Fuller

**Purchasing Department**

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

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

Date

Vendor

Re: Debarment Letter for Invitation For Bid #24-28

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

**Debarment:**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name)

(Company)

(Address)

(Address)

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## Request for Taxpayer Identification Number and Certification

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

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

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number	
or	
Employer identification number	

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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

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

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



## Business Category Information Form\*

IFB No. 24-28

### Pick up and Disposal of Excavated Material

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
By: \_\_\_\_\_

Date:

## **CONTRACT FORMS**

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

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

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C-

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

hereinafter referred to as the CONTRACTOR.

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

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

**PICK UP AND DISPOSAL OF EXCAVATED MATERIAL  
(Less than 5% Concrete and Asphalt and Other Road or Street Debris)**

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

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #24-28 issued by the Purchasing Department;
- c. The Project Manual for **Pick Up and Disposal of Excavated Material** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Work Orders, or Change Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

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

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this contract shall **extend for 12 months from the day of contract execution.** The City shall have the option, at its sole discretion, to renew this contract for one (1) additional one (1) year terms. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Department of Public Works specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable state law.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. INSURANCE REQUIREMENTS**  
The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

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

VEHICLE LIABILITY

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

The City shall be named as additional insureds on the Vendor's Liability Policies

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

**XV. COMPLIANCE WITH CITY ORDINANCES**

- A. The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of the City bearing on performance hereunder.
- B. If the Contractor performs work that it knows or reasonably should know is contrary to City laws, statutes, ordinances, building codes, and rules and regulations without giving prior notice to the City, it shall assume full responsibility for such work and shall be responsible for all costs attributable thereto.
- C. Seasonal use of leaf blowers or related equipment must comply with the City's Noise Ordinance, which provides that gas blowers are only permissible from Labor Day to Memorial Day and must not exceed 65 decibels, and that from Memorial Day to Labor Day only battery powered blowers will be allowed.
- D. This section shall be superseded to extent of any specific Ordinance requirements set forth in the IFB scope of services, conditions or specifications.

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

THIS SPACE LEFT INTENTIONALLY BLANK

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

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

*Chief Procurement Officer*

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_

*Commissioner of Public Works*

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

*Affix Corporate Seal Here*

Certified that City funds are available  
in the following account number:  
60QA40104-539100

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

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

Date \_\_\_\_\_

CONTRACT APPROVED

By \_\_\_\_\_  
*Comptroller of Accounts*

By \_\_\_\_\_  
*Mayor or her designee*

Date \_\_\_\_\_

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

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

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

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

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

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

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

## CITY OF NEWTON

### WAGE RATE REQUIREMENTS

#### 1. GENERAL

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

#### 2. WAGE RATES

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

**END OF SECTION**





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 FLAMAGAN  
Director

**Awarding Authority:** Newton  
**Contract Number:** 24-28 **City/Town:** NEWTON  
**Description of Work:** Disposal of road construction excavate that is less than 5% asphalt, concrete and other road or street debris. The Contractor will pick up excavate at a City-designated site and dispose of off site  
**Job Location:** 74 Eliot Street, Newton

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 wages schedules 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 wages 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/dals/pw>.
- Contractors with questions about the wage rates or classifications included on the wages schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wages schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wages 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 wages schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

**Issue Date:** 10/30/2023

**Wage Request Number:** 20231030-018

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>	08/01/2023	\$40.05	\$14.41	\$0.00	\$0.00	\$54.46
	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>	08/01/2023	\$40.12	\$14.41	\$0.00	\$0.00	\$54.53
	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>	08/01/2023	\$40.24	\$14.41	\$0.00	\$0.00	\$54.65
	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>	06/01/2023	\$54.28	\$14.75	\$0.00	\$0.00	\$69.03
	12/01/2023	\$55.53	\$14.75	\$0.00	\$0.00	\$70.28
	06/01/2024	\$56.83	\$14.75	\$0.00	\$0.00	\$71.58
	12/01/2024	\$58.28	\$14.75	\$0.00	\$0.00	\$73.03
	06/01/2025	\$59.58	\$14.75	\$0.00	\$0.00	\$74.33
	12/01/2025	\$61.03	\$14.75	\$0.00	\$0.00	\$75.78
	06/01/2026	\$62.33	\$14.75	\$0.00	\$0.00	\$77.08
	12/01/2026	\$63.78	\$14.75	\$0.00	\$0.00	\$78.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Issue Date: 10/30/2023

Wage Request Number: 20231030-018

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$0.00	\$0.00	\$69.03
	12/01/2023	\$55.53	\$14.75	\$0.00	\$0.00	\$70.28
	06/01/2024	\$56.83	\$14.75	\$0.00	\$0.00	\$71.58
	12/01/2024	\$58.28	\$14.75	\$0.00	\$0.00	\$73.03
	06/01/2025	\$59.58	\$14.75	\$0.00	\$0.00	\$74.33
	12/01/2025	\$61.03	\$14.75	\$0.00	\$0.00	\$75.78
	06/01/2026	\$62.33	\$14.75	\$0.00	\$0.00	\$77.08
	12/01/2026	\$63.78	\$14.75	\$0.00	\$0.00	\$78.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$53.69	\$14.75	\$0.00	\$0.00	\$68.44
	12/01/2023	\$54.93	\$14.75	\$0.00	\$0.00	\$69.68
	06/01/2024	\$56.21	\$14.75	\$0.00	\$0.00	\$70.96
	12/01/2024	\$57.65	\$14.75	\$0.00	\$0.00	\$72.40
	06/01/2025	\$58.93	\$14.75	\$0.00	\$0.00	\$73.68
	12/01/2025	\$60.37	\$14.75	\$0.00	\$0.00	\$75.12
	06/01/2026	\$61.65	\$14.75	\$0.00	\$0.00	\$76.40
	12/01/2026	\$63.09	\$14.75	\$0.00	\$0.00	\$77.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$55.35	\$14.75	\$0.00	\$0.00	\$70.10
	12/01/2023	\$56.63	\$14.75	\$0.00	\$0.00	\$71.38
	06/01/2024	\$57.95	\$14.75	\$0.00	\$0.00	\$72.70
	12/01/2024	\$59.43	\$14.75	\$0.00	\$0.00	\$74.18
	06/01/2025	\$60.76	\$14.75	\$0.00	\$0.00	\$75.51
	12/01/2025	\$62.23	\$14.75	\$0.00	\$0.00	\$76.98
	06/01/2026	\$63.56	\$14.75	\$0.00	\$0.00	\$78.31
	12/01/2026	\$65.04	\$14.75	\$0.00	\$0.00	\$79.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$35.30	\$14.75	\$0.00	\$0.00	\$50.05
	12/01/2023	\$36.12	\$14.75	\$0.00	\$0.00	\$50.87
	06/01/2024	\$36.97	\$14.75	\$0.00	\$0.00	\$51.72
	12/01/2024	\$37.92	\$14.75	\$0.00	\$0.00	\$52.67
	06/01/2025	\$38.77	\$14.75	\$0.00	\$0.00	\$53.52
	12/01/2025	\$39.72	\$14.75	\$0.00	\$0.00	\$54.47
	06/01/2026	\$40.58	\$14.75	\$0.00	\$0.00	\$55.33
	12/01/2026	\$41.53	\$14.75	\$0.00	\$0.00	\$56.28
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"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>FORK LIFT/CHERRY PICKER</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$0.00	\$0.00	\$69.03
	12/01/2023	\$55.53	\$14.75	\$0.00	\$0.00	\$70.28
	06/01/2024	\$56.83	\$14.75	\$0.00	\$0.00	\$71.58
	12/01/2024	\$58.28	\$14.75	\$0.00	\$0.00	\$73.03
	06/01/2025	\$59.58	\$14.75	\$0.00	\$0.00	\$74.33
	12/01/2025	\$61.03	\$14.75	\$0.00	\$0.00	\$75.78
	06/01/2026	\$62.33	\$14.75	\$0.00	\$0.00	\$77.08
	12/01/2026	\$63.78	\$14.75	\$0.00	\$0.00	\$78.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>GENERATOR/LIGHTING PLANT/HEATERS</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$35.30	\$14.75	\$0.00	\$0.00	\$50.05
	12/01/2023	\$36.12	\$14.75	\$0.00	\$0.00	\$50.87
	06/01/2024	\$36.97	\$14.75	\$0.00	\$0.00	\$51.72
	12/01/2024	\$37.92	\$14.75	\$0.00	\$0.00	\$52.67
	06/01/2025	\$38.77	\$14.75	\$0.00	\$0.00	\$53.52
	12/01/2025	\$39.72	\$14.75	\$0.00	\$0.00	\$54.47
	06/01/2026	\$40.58	\$14.75	\$0.00	\$0.00	\$55.33
	12/01/2026	\$41.53	\$14.75	\$0.00	\$0.00	\$56.28
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>HOISTING ENGINEER/CRANES/GRADALLS</b> <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2023	\$54.28	\$14.75	\$0.00	\$0.00	\$69.03
	12/01/2023	\$55.53	\$14.75	\$0.00	\$0.00	\$70.28
	06/01/2024	\$56.83	\$14.75	\$0.00	\$0.00	\$71.58
	12/01/2024	\$58.28	\$14.75	\$0.00	\$0.00	\$73.03
	06/01/2025	\$59.58	\$14.75	\$0.00	\$0.00	\$74.33
	12/01/2025	\$61.03	\$14.75	\$0.00	\$0.00	\$75.78
	06/01/2026	\$62.33	\$14.75	\$0.00	\$0.00	\$77.08
	12/01/2026	\$63.78	\$14.75	\$0.00	\$0.00	\$78.53

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - OPERATING ENGINEERS - Local 4**

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$29.85	\$14.75	\$0.00	\$0.00	\$44.60
2	60	\$32.57	\$14.75	\$0.00	\$0.00	\$47.32
3	65	\$35.28	\$14.75	\$0.00	\$0.00	\$50.03
4	70	\$38.00	\$14.75	\$0.00	\$0.00	\$52.75
5	75	\$40.71	\$14.75	\$0.00	\$0.00	\$55.46
6	80	\$43.42	\$14.75	\$0.00	\$0.00	\$58.17
7	85	\$46.14	\$14.75	\$0.00	\$0.00	\$60.89
8	90	\$48.85	\$14.75	\$0.00	\$0.00	\$63.60

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.54	\$14.75	\$0.00	\$0.00	\$45.29
2	60	\$33.32	\$14.75	\$0.00	\$0.00	\$48.07
3	65	\$36.09	\$14.75	\$0.00	\$0.00	\$50.84
4	70	\$38.87	\$14.75	\$0.00	\$0.00	\$53.62
5	75	\$41.65	\$14.75	\$0.00	\$0.00	\$56.40
6	80	\$44.42	\$14.75	\$0.00	\$0.00	\$59.17
7	85	\$47.20	\$14.75	\$0.00	\$0.00	\$61.95
8	90	\$49.98	\$14.75	\$0.00	\$0.00	\$64.73

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER	06/01/2023	\$43.58	\$9.40	\$0.00	\$0.00	\$52.98
LABORERS - ZONE 1	12/01/2023	\$44.83	\$9.40	\$0.00	\$0.00	\$54.23

Issue Date: 10/30/2023

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - LABORER - Zone 1**

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.15	\$9.40	\$0.00	\$0.00	\$35.55
2	70	\$30.51	\$9.40	\$0.00	\$0.00	\$39.91
3	80	\$34.86	\$9.40	\$0.00	\$0.00	\$44.26
4	90	\$39.22	\$9.40	\$0.00	\$0.00	\$48.62

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.90	\$9.40	\$0.00	\$0.00	\$36.30
2	70	\$31.38	\$9.40	\$0.00	\$0.00	\$40.78
3	80	\$35.86	\$9.40	\$0.00	\$0.00	\$45.26
4	90	\$40.35	\$9.40	\$0.00	\$0.00	\$49.75

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	06/01/2023	\$43.58	\$9.40	\$0.00	\$0.00	\$52.98
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2023	\$44.83	\$9.40	\$0.00	\$0.00	\$54.23
	06/01/2024	\$46.31	\$9.40	\$0.00	\$0.00	\$55.71
	12/01/2024	\$47.78	\$9.40	\$0.00	\$0.00	\$57.18
	06/01/2025	\$49.28	\$9.40	\$0.00	\$0.00	\$58.68
	12/01/2025	\$50.78	\$9.40	\$0.00	\$0.00	\$60.18
	06/01/2026	\$52.33	\$9.40	\$0.00	\$0.00	\$61.73
	12/01/2026	\$53.83	\$9.40	\$0.00	\$0.00	\$63.23

Issue Date: 10/30/2023

Wage Request Number: 20231030-018

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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.15	\$9.40	\$0.00	\$0.00	\$35.55
2	70	\$30.51	\$9.40	\$0.00	\$0.00	\$39.91
3	80	\$34.86	\$9.40	\$0.00	\$0.00	\$44.26
4	90	\$39.22	\$9.40	\$0.00	\$0.00	\$48.62

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.90	\$9.40	\$0.00	\$0.00	\$36.30
2	70	\$31.38	\$9.40	\$0.00	\$0.00	\$40.78
3	80	\$35.86	\$9.40	\$0.00	\$0.00	\$45.26
4	90	\$40.35	\$9.40	\$0.00	\$0.00	\$49.75

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2023	\$24.34	\$14.75	\$0.00	\$0.00	\$39.09
	12/01/2023	\$24.91	\$14.75	\$0.00	\$0.00	\$39.66
	06/01/2024	\$25.51	\$14.75	\$0.00	\$0.00	\$40.26
	12/01/2024	\$26.17	\$14.75	\$0.00	\$0.00	\$40.92
	06/01/2025	\$26.77	\$14.75	\$0.00	\$0.00	\$41.52
	12/01/2025	\$27.43	\$14.75	\$0.00	\$0.00	\$42.18
	06/01/2026	\$28.02	\$14.75	\$0.00	\$0.00	\$42.77
	12/01/2026	\$28.69	\$14.75	\$0.00	\$0.00	\$43.44

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2023	\$29.67	\$14.75	\$0.00	\$0.00	\$44.42
	12/01/2023	\$30.36	\$14.75	\$0.00	\$0.00	\$45.11
	06/01/2024	\$31.08	\$14.75	\$0.00	\$0.00	\$45.83
	12/01/2024	\$31.88	\$14.75	\$0.00	\$0.00	\$46.63
	06/01/2025	\$32.60	\$14.75	\$0.00	\$0.00	\$47.35
	12/01/2025	\$33.40	\$14.75	\$0.00	\$0.00	\$48.15
	06/01/2026	\$34.12	\$14.75	\$0.00	\$0.00	\$48.87
	12/01/2026	\$34.92	\$14.75	\$0.00	\$0.00	\$49.67

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	06/01/2023	\$53.69	\$14.75	\$0.00	\$0.00	\$68.44
	12/01/2023	\$54.93	\$14.75	\$0.00	\$0.00	\$69.68
	06/01/2024	\$56.21	\$14.75	\$0.00	\$0.00	\$70.96
	12/01/2024	\$57.65	\$14.75	\$0.00	\$0.00	\$72.40
	06/01/2025	\$58.93	\$14.75	\$0.00	\$0.00	\$73.68
	12/01/2025	\$60.37	\$14.75	\$0.00	\$0.00	\$75.12
	06/01/2026	\$61.65	\$14.75	\$0.00	\$0.00	\$76.40
	12/01/2026	\$63.09	\$14.75	\$0.00	\$0.00	\$77.84

Issue Date: 10/30/2023

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2023	\$39.88	\$14.41	\$0.00	\$0.00	\$54.29
	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>						
	06/01/2023	\$54.28	\$14.75	\$0.00	\$0.00	\$69.03
	12/01/2023	\$55.53	\$14.75	\$0.00	\$0.00	\$70.28
	06/01/2024	\$56.83	\$14.75	\$0.00	\$0.00	\$71.58
	12/01/2024	\$58.28	\$14.75	\$0.00	\$0.00	\$73.03
	06/01/2025	\$59.58	\$14.75	\$0.00	\$0.00	\$74.33
	12/01/2025	\$61.03	\$14.75	\$0.00	\$0.00	\$75.78
	06/01/2026	\$62.33	\$14.75	\$0.00	\$0.00	\$77.08
	12/01/2026	\$63.78	\$14.75	\$0.00	\$0.00	\$78.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>						
	06/01/2023	\$54.28	\$14.75	\$0.00	\$0.00	\$69.03
	12/01/2023	\$55.53	\$14.75	\$0.00	\$0.00	\$70.28
	06/01/2024	\$56.83	\$14.75	\$0.00	\$0.00	\$71.58
	12/01/2024	\$58.28	\$14.75	\$0.00	\$0.00	\$73.03
	06/01/2025	\$59.58	\$14.75	\$0.00	\$0.00	\$74.33
	12/01/2025	\$61.03	\$14.75	\$0.00	\$0.00	\$75.78
	06/01/2026	\$62.33	\$14.75	\$0.00	\$0.00	\$77.08
	12/01/2026	\$63.78	\$14.75	\$0.00	\$0.00	\$78.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>						
	06/01/2023	\$35.30	\$14.75	\$0.00	\$0.00	\$50.05
	12/01/2023	\$36.12	\$14.75	\$0.00	\$0.00	\$50.87
	06/01/2024	\$36.97	\$14.75	\$0.00	\$0.00	\$51.72
	12/01/2024	\$37.92	\$14.75	\$0.00	\$0.00	\$52.67
	06/01/2025	\$38.77	\$14.75	\$0.00	\$0.00	\$53.52
	12/01/2025	\$39.72	\$14.75	\$0.00	\$0.00	\$54.47
	06/01/2026	\$40.58	\$14.75	\$0.00	\$0.00	\$55.33
	12/01/2026	\$41.53	\$14.75	\$0.00	\$0.00	\$56.28
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>	06/01/2023	\$53.69	\$14.75	\$0.00	\$0.00	\$68.44
	12/01/2023	\$54.93	\$14.75	\$0.00	\$0.00	\$69.68
	06/01/2024	\$56.21	\$14.75	\$0.00	\$0.00	\$70.96
	12/01/2024	\$57.65	\$14.75	\$0.00	\$0.00	\$72.40
	06/01/2025	\$58.93	\$14.75	\$0.00	\$0.00	\$73.68
	12/01/2025	\$60.37	\$14.75	\$0.00	\$0.00	\$75.12
	06/01/2026	\$61.65	\$14.75	\$0.00	\$0.00	\$76.40
	12/01/2026	\$63.09	\$14.75	\$0.00	\$0.00	\$77.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2023	\$40.34	\$14.41	\$0.00	\$0.00	\$54.75
	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>	08/01/2023	\$40.63	\$14.41	\$0.00	\$0.00	\$55.04
	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>	06/01/2023	\$53.69	\$14.75	\$0.00	\$0.00	\$68.44
	12/01/2023	\$54.93	\$14.75	\$0.00	\$0.00	\$69.68
	06/01/2024	\$56.21	\$14.75	\$0.00	\$0.00	\$70.96
	12/01/2024	\$57.65	\$14.75	\$0.00	\$0.00	\$72.40
	06/01/2025	\$58.93	\$14.75	\$0.00	\$0.00	\$73.68
	12/01/2025	\$60.37	\$14.75	\$0.00	\$0.00	\$75.12
	06/01/2026	\$61.65	\$14.75	\$0.00	\$0.00	\$76.40
	12/01/2026	\$63.09	\$14.75	\$0.00	\$0.00	\$77.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2023	\$40.92	\$14.41	\$0.00	\$0.00	\$55.33	
	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	
	VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2023	\$40.34	\$14.41	\$0.00	\$0.00	\$54.75
		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, 3:3, 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.

# WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

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

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

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

## STATEMENT OF COMPLIANCE

\_\_\_\_\_, 2023

I, \_\_\_\_\_,  
(Name of signatory party) (Title)

do hereby state:

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

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

### **NOTICE TO CONTRACTORS**

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

