CITY OF NEWTON
PURCHASING DEPARTMENT

PROJECT FOR PUBLIC BUILDINGS DEPARTMENT

PROJECT MANUAL:

Roof Replacement Green Building Repair Project

at the

Bowen Elementary School

INVITATION FOR BID #11-92

Pre Bid Meeting Date:

Bid Opening Date:

Plans and Specifications
Prepared by:

Habeeb & Associates, Architects, Inc.
150 Longwater Drive
Norwell, MA 02061

JULY 2011

Setti D. Warren, Mayor

CITY OF NEWTON

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CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #11-92

The City of Newton invites sealed bids from Contractors for

Partial Roof Replacement at the Bowen Elementary School

Pre-bid will be held on site at: **10:30 a.m., July 07, 2011, 280 Cypress Street, Newton, MA**

Bids will be received until **2:00 p.m., July 15, 2011**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for General bids all bids received within the time specified will be publicly opened and read aloud.

Work under this contract shall consist of: Replacement of approximately 3,600 SF of cold process built-up roofing with gravel surfacing over tapered insulation and installation of metal wall/roofing panels at existing masonry walls. Estimated project value is 116,000. **Work is expected to begin on August 03, 2011 and shall be completed within 21 calander days from Notice to Proceed**.

Contract Documents will be available for pickup at Habeeb Associates Architects, 150 Longwater Drive, Norwell, MA 02061, on or after: **2:00 p.m., June 29, 2011.** There will be no charge for contract documents.
Contract documents may also be seen, but not removed at:

Project Dog	McGraw Hill Construction	Reed Construction Data
Attn: Eric J Carpenter	34 Crosby Drive Suite 201	Document Processing Center
18 Graf Road, Unit 8	Bedford, MA 01731	30 Technology Parkway S.-Suite 500
Newburyport, MA 01950	781-430-2008	Norcross, GA 30092-4578
978-499-9014		203-426-0450
978-499-9016		203-426-4578
www.projectdog.com		www.reedplans.com

All General Bids must be accompanied by a copy of a ñCertificate of Eligibilityò (DCAM Form CQ-7) issued by the Department of Capital Asset Management and Maintenance (DCAM) and a ñContractor Update Statementò (DCAM Form CQ-3). The category of work for which the Bidder must certified is: **Roofing**

Award will be made to the bidder with the lowest total contract price, including any accepted alternates, that has been deemed responsible and eligible. **All bids shall be submitted as one ORIGINAL and one COPY.** No charge for Project Manual.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company.

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 and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addtion, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance and Labor and Materials Payment Bond each in the amount of 100%** of the contract total.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anit-Discriminitation and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

City of Newton bid documents are available on the Cityôs web site, **www.ci.newton.ma.us/bids.** It is the sole responsibility of the contractor downloading these documents to ensure they have received any and all addenda prior to the bid opening. If you download bid documents from the internet site and would like to make it known that your company has done so, you may fax the Purchasing dept. (617) 796-1227 or email to **purchasing@newtonma.gov** with your NAME, ADDRESS, PHONE, FAX AND

INVITATION FOR BID NUMBER. Addendaôs will be available online within the original bid document as well as a separate file.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any 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.

CITY OF NEWTON

Rositha Durham
Chief Procurement Officer

July , 2011

CITY OF NEWTON

DEPARTMENT OF PURCHASING

INSTRUCTIONS TO BIDDERS

ARTICLE 1 ï BIDDERôS REPRESENTATION

1.1. Each General Bidder (hereinafter called the ñBidderò) by making a bid (hereinafter called ñbidò) represents that:

1.2. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.

1.3. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

1.4. Failure to so examine the Contract Documents and 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 or via facsimile (617) 796-1227. The City will answer such requests if received Friday, _____ __, 2011 at 12:00 noon.

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 instruction.

2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.

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.ci.newton.ma.us/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 bidding process.

2.7 Bidders downloading information off the internet web site are soley responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidderôs list. Bidders must provide the Purchasing Dept. with their companyôs name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #11-92**.

ARTICLE 3 ï MBE/WBE PARTICIPATION

3.1 Notice is hereby given that the Mayorôs Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of $10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.

3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of $50,000.00. Copies of these plans are incorporated in the bidding documents.

3.3 Notice is hereby given that the Project is required to meet minimum SOWMBA guidelines in accordance with the statutory standards set forth in the Construction Reform Law, Chapter 193 of the Acts of 2004, and the revisions it made to MGL c. 23A, 44 and MGL c. 7, 40N.

ARTICLE 4 ï PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the ñBid Formò as appropriate, furnished by the City.

4.2 All entries on the Bid Form shall be made by typewriter or in ink.

4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.4 Bid Bonds shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurerôs or cashierôs check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid Bonds of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

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

NAME OF PROJECT AND **INVITATION NUMBER**

BIDDERôS NAME, BUSINESS ADDRESS, AND PHONE NUMBER

Date and time for receipt of bids is set forth in the Invitation for Bids.

4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

4.7 Bids shall be submitted with one **original** and one **copy.**

4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construcion sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
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 will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disquality you from bidding on public contracts.

ARTICLE 5 ï ALTERNATES

5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.

5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing ñNo Changeò, or ñN/Cò or ñ0ò 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 ï WITHDRAWAL OF BIDS

6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidderôs 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 shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 ï CONTRACT AWARD

7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

7.3 As used herein, the term ñlowest responsible and eligible Bidderò 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 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; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

7.4 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.

7.5 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 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 ï 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 Cityôs exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON

PURCHASING DEPARTMENT

GENERAL BID FORM #11-92

Partial Roof Replacement at the Bowen Elementary School

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for Partial Roof Replacement at the Bowen Elementary School in Newton, Massachusetts in accordance with the accompanying plans and specifications prepared by the City of Newton for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

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

C. The proposed contract price is:

_____DOLLARS ($_____)

For Alternate No 1. _____; Add $_____ Subtract $ _____

[Repeat preceding line for each alternate]

COMPANY:_____

The sub-division of the proposed contract price is as follows:

Item 1. The work of the General Contractor, being all work other than that covered by Item 2
Total of Item 1: $ _____

Item 2. Sub-bids as follows:

NONE

Total of Item 2: $ _____0.00_____

COMPANY:_____

D. The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if s/he is selected as general contractor, s/he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respectivesub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials payment bond, each of a surety company

qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (ñOSHAò) 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 that s/he intends to comply with the City of Newton Minority/Women Business Enterprise Plan, dated December 19, 1999 to further expand business opportunities for minority firms.

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 ñpersonò shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date :_____

_____
(Name of General Bidder)

BY:_____
(Signature)

_____
(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; and if an individual, give residential address if different from business address.

END OF SECTION

CONTRACT FORMS

The forms are provided for informational purposes only.

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

None of the following forms are required at the time of bid submittal.

OWNER-CONTRACTOR CONTRACT

CONTRACT NO. C _____

THIS AGREEMENT made this ___ day of _____ in the year Two Thousand and Eleven 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.

WITNESSETH, that the parties hereto for the consideration hereinafter set forth agree as follows:

ARTICLE 1. **STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, equipment and insurance, and perform all work required in strict accordance with the Project Manual entitled:

Partial Roof Replacement at the Bowen Elementary School

hereinafter referred to as the SPECIFICATIONS, and the Addenda thereto numbered _____,and all the Drawings referred to therein.

The said Specifications, Addenda and Drawings are incorporated herein by reference and are made a part hereof.

ARTICLE 2. **TIME OF COMPLETION.** The Contractor shall commence work under this Contract **on the date specified** in the written notice of the City to proceed and shall fully complete all work hereunder within the time **(21 calendar days)** stated elsewhere in the contract documents.

ARTICLE 3. **THE CONTRACT PRICE.** The City shall pay the Contractor pursuant to and in accordance with the provisions set forth in the Contract Documents, subject to additions and deductions in accordance with the terms of the Specifications, for the full and satisfactory performance of the Contract the sum of:

ARTICLE 4. **CONTRACT DOCUMENTS.** The Contract shall consist of the following component parts, copies of which are attached hereto:

a. The Cityôs Invitation for Bid # 11-92 issued by its Purchasing Department;

b. Project Manual for Partial Roof Replacement at the Bowen Elem. School;

c. Addenda Numbers ___ to the above referenced Project Manual and/or Plans;

d. The bid of _____ dated _____ and signed by _____, including the Bid Form and Bidderôs Qualifications Form and References

e. Attestation/Certification

This Contract Form, together with the other documents enumerated in this Article 4 form the Contract.

ARTICLE 5. **ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: _____.

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

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

CONTRACTOR

By _____
Title_____

Date_____

Affix Corporate Seal Here

City funds in the amount of $_____
are available in account number

_____

I further certify that the Mayor is
authorized to execute contracts and
approve change orders

By_____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date_____

By_____
Commissioner of Public Buildings

Date_____

Approved as to Legal Form and
Character

By_____
Associate City Solicitor

Date_____

CONTRACT AND BONDS APPROVED

By_____
Setti D. Warren, *MAYOR*

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 corporationôs 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: _____
(Signature of **Clerk or Secretary**)* *AFFIX CORPORATE 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.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigns knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

_____
**Signature of Individual
or Corporate Contractor (Mandatory)

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

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

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

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will 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. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

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

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____ __, 2009, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___day of _____ 2009.

PRINCIPAL	SURETY
_____	_____
BY_____	BY _____
(SEAL)	(ATTORNEY-IN-FACT) (SEAL)
_____ (Title)	
ATTEST: _____	ATTEST: _____

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

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

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____ ___, 2009,_ for the construction of _____ in Newton, Massachusetts.
(Project Title)

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

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___day of_____2009.

PRINCIPAL	SURETY
_____	_____
BY_____	BY _____
(SEAL)	(ATTORNEY-IN-FACT) (SEAL)
_____ (Title)	
ATTEST: _____	ATTEST: _____

GENERAL CONDITIONS
OF THE CONTRACT
FOR NON-TECHNICAL SERVICES

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

1.0 SCOPE OF SERVICES

1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.

1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.

1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.

2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.

3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.

4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.

4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the Cityôs property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such proposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractorôs Services

6.0 CONTRACTORôS ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractors noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

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

10.0 NOTICE

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

11.0 PROTECTION OF PROPERTY

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

12.0 INSURANCE REQUIREMENTS

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

WORKER'S COMPENSATION	
Worker's Compensation:	Per M.G.L. c.. l49, s. 34 and c.. l52 as amended.
GENERAL LIABILITY	
Personal Injury	$1,000,000 each occurrence
	$3,000,000 aggregate
Property Damage	$1,000,000 each occurrence
	$3,000,000 aggregate
VEHICLE LIABILITY	
Personal Injury	$1,000,000 each person
	$1,000,000 aggregate
Property Damage	$1,000,000

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

12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

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

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

13.0 CONFLICT OF INTEREST

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

14.0 COMPLIANCE WITH LAWS

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

15.0 INDEMNIFICATION

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

16.0 FORCE MAJEURE

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

17.0 DISPUTES

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

18.0 GOVERNING LAW

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

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractorôs relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or

death of the Contractorôs principals, employees, agents and/or representatives occasioned by or resulting from the Contractorôs performance under this Contract.

20.0 LIENS

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

21.0 SEVERABILITY

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

END OF SECTION

Article 1 ï Method of Paying Subcontractors
(MGL. C.30, s.39F) é 23

Article 2 ï Method of Paying General Contractors
(MGL. C.30, s.39K) é 24

Article 3 ï Claims for Unforeseen Conditions
(MGL. C.30, s.39N) é 25

Article 4 ï Claims for Delay
(MGL. C.30, s.390) é 25

Article 5 ï Decisions and Approvals by Engineer
or Architect
(MGL. C.30, s.39P) é 26

Article 6 ï Preference in Employment, Wages
(MGL. C.149, s.26) é 26

Article 7 ï Hours of Work
(MGL. C.149, s.34) é 26

Article 8 ï Work by Foreign Corporations
(MGL. C.30, s.39L) é 27

SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

Article 1. METHOD OF PAYING SUBCONTRACTORS

(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct form a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the

amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of the such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

Article 2. METHOD OF PAYING GENERAL CONTRACTORS

(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding

authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Article 3. CLAIMS FOR UNFORESEEN CONDITIONS

(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Article 4. CLAIMS FOR DELAY

(General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in

the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT

(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Article 6. PREFERENCE IN EMPLOYMENT, WAGES

(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Article 7. HOURS OF WORK

(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the

commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Article 8. WORK BY FOREIGN CORPORATIONS

(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests
proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

END OF SUPPLEMENTAL CONDITIONS

BUILDING MAINTENANCE SERVICE CONTRACT

SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

1.0 SUMMARY OF WORK

A. The Work under the Contract consists of:

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein,in accordance with all specifications and requirements of the Project Manual.

2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.

B. In addition, the work under the Contract includes:

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.

2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.

3. Providing and restoring, where appropriate, all temporary facilities.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

2.0 PROJECT SITE

A. The areas of work for this contract shall be various buildings within the City of Newton as specified on Work Orders to be issued from time to time during the term of this Contract.

3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Building Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.

B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.

C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.

D. In the event of Contractorôs repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

4.0 PAYMENT

A. Once each month, on a date estabished by the City, the Contractor may submit an Application for Payment (Invoice) for the work performed during the preceeding month. The Contractor may invoice for all Work Orders completed and accepted during the preceeding month, and for all Work Orders either partially completed or not yet accepted by the City.

B. Upon receipt of the Application for Payment, the City will, within fifteen days, make payment in full for all Work Orders completed and accepted during the preceeding month. For Work Orders partially completed or not yet accepted, the City will make payment for the value of the Work Order completed during the preceeding month, less a retainage of 5% of the estimated total of the Work Order. The City will make final payment for partially completed Work Orders, including any retained amounts, upon completion and acceptance of the work and receipt of an Application for Payment at the end of the month in which the work is completed and accepted.

5.0 COMMUNICATIONS

A. All notices, demands, requests, instructions, approvals and claims must be in writing.

B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.

C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

6.0 PLANS AND SPECIFICATIONS

A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

7.0 COORDINATION

The Contractor shall:

A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.

B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

8.0 CONDUCT OF THE WORK

A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.

B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.

C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.

D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

9.0 ALTERATION

A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilties and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 TEMPORARY UTILITIES

A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

12.0 SUBMISSION OF PAYROLLS

A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS (IF APPLICABLE)

A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.

B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.

C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words ñor approved equalò if not inserted are implied.

B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractorôs expense.

D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.

E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutuin is more costly, the Contracotr shall pay for such costs

15.0 WARRANTY AND INDEMNIFICATION

A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands. losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.

B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorneyôs fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
DECEMBER 1, 1999
JANUARY 21, 2010 revised

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in pail by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

> This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.
>
> The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.
>
> It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. **DEFINITIONS:**

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. Minority Business Enterprise (MBE) -- the term shall mean a business a) that is certified by SOMWBA; orb) I provides evidence satisfactory to the *City's* Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. SOMWBA -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise** (WBE) - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

II. **GOALS**:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual *City* contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over $50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate! SOMWBA or City certified firms Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over $50,000 will contain the City's goal of 10% for MBE and 5% for 'WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over $50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with -an estimated value over $50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the *City's* MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

E. Monitoring

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

THE CITY OF NEWTON. MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of $50,000 or more.

II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton

III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall. entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, 'Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall. include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A 'purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects

1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.

2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one Lime, designated by the Liaison Committee or the City.

1. At the discretion of the City, there maybe established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.

2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.

4. Records of employment referral orders, prepared by the Contractor, shall be made available to the *City* and to the Liaison Committee on request.

5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.

VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States

VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access no the Construction site,

IX. **Compliance with Requirements**

The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both *of which* are herein incorporated by reference and made a part of this contract.

X. **Non-Discrimination**

The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. **Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. **Bidders Certification Requirement**

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with tile minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. **Contractor's Certification**

A Contractor's' certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. **Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit: to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. **Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate invest ig at ion, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

(a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or $1000 whichever sum is greater, in the nature of liquidated damages or
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or $400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply

(b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;

(c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance
with the terms of the City's affirmative action construction contract requirements; OR,

(d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a

(e) Period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract. has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administrating department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not: be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to t-he City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court. shall not, affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire arty individual on file basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning.- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions: (h) such advances,, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(4 13) 739-2145

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

_____Certifies that:
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and

3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

_____
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

_____Certifies that:
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my 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.

_____
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractorôs certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorize representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

END OF SECTION

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.

B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.

B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.

C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.

D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.

E. The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.

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

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2010	$45.370	06/01/2011	$45.770	08/01/2011	$46.120
	12/01/2011	$46.780	06/01/2012	$47.080	08/01/2012	$47.430
	12/01/2012	$48.460				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2010	$45.440	06/01/2011	$45.840	08/01/2011	$46.190
	12/01/2011	$46.850	06/01/2012	$47.150	08/01/2012	$47.500
	12/01/2012	$48.530				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2010	$45.560	06/01/2011	$45.960	08/01/2011	$46.310
	12/01/2011	$46.970	06/01/2012	$47.270	08/01/2012	$47.620
	12/01/2012	$48.650				
ADS/SUBMERSIBLE PILOT	08/01/2010	$103.680	08/01/2011	$107.800		
AIR TRACK OPERATOR	12/01/2010	$49.850	06/01/2011	$50.850	12/01/2011	$52.100
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	$40.250				
ASPHALT RAKER	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2010	$60.980				
BACKHOE/FRONT-END LOADER	12/01/2010	$60.980				
BARCO-TYPE JUMPING TAMPER	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2010	$49.850	06/01/2011	$50.850	12/01/2011	$52.100
BOILER MAKER	01/01/2010	$55.850				

APPRENTICE: BOILERMAKER - Local 29

Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00

Apprentice wages shall be no less than the following:

Step 1$42.66/2$42.66/3$44.54/4$46.43/5$48.31/6$50.20/7$52.08/8$53.97

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	03/01/2011	$70.900	08/01/2011	$73.000	02/01/2012	$73.990

APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Ratio	Step	1	2	3	4	5
1:5	%	50.00	60.00	70.00	80.00	90.00

Apprentice wages shall be no less than the following:

Step 1$48.30/2$52.82/3$57.34/4$61.86/5$66.38

BULLDOZER/GRADER/SCRAPER	12/01/2010	$60.630				
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2010	$50.250	06/01/2011	$51.250	12/01/2011	$52.500
CAISSON & UNDERPINNING LABORER	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
CAISSON & UNDERPINNING TOP MAN	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
CARBIDE CORE DRILL OPERATOR	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
CARPENTER	03/01/2011	$56.230	09/01/2011	$57.360	03/01/2012	$58.480

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27
Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 05/19/2011 **Wage Request Number:** 20110518-045 **Page 1 of 10**

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates					
APPRENTICE: CARPENTER - Zone 2 Eastern MA						
Ratio Step 1 2 3 4 5 6 7 8						
1:5 % 50.00 60.00 70.00 75.00 80.00 80.00 90.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1$26.27/2$29.47/3$41.91/4$43.51/5$46.68/6$46.68/7$51.46/8$50.87						
CEMENT MASONRY/PLASTERING	02/01/2011	$69.150	08/01/2011	$70.770	02/01/2012	$71.540
CHAIN SAW OPERATOR	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2010	$61.980				
COMPRESSOR OPERATOR	12/01/2010	$49.690				
DELEADER (BRIDGE)	01/01/2011	$64.410	07/01/2011	$65.410	01/01/2012	$66.410
	07/01/2012	$67.410	01/01/2013	$68.410		
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00						
Apprentice wages shall be no less than the following: Steps are 750 hrs.						
Step 1$29.31/2$36.86/3$39.01/4$41.16/5$51.51/6$53.66/7$55.81/8$60.11						
DEMO: ADZEMAN	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/01/2010	$50.100	06/01/2011	$51.100	12/01/2011	$52.350
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator						
Ratio Step 1 2 3 4						
1:5 % 60.00 70.00 80.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1$37.48/2$40.64/3$43.79/4$46.95						
DEMO: BURNERS	12/01/2010	$49.850	06/01/2011	$50.850	12/01/2011	$52.100
APPRENTICE: LABORER Demo Burners						
Ratio Step 1 2 3 4						
1:5 % 60.00 70.00 80.00 90.00						
Apprentice Wages shall be no less than the following:						
Step 1$37.33/2$40.46/3$43.59/4$46.72						
DEMO: CONCRETE CUTTER/SAWYER	12/01/2010	$50.100	06/01/2011	$51.100	12/01/2011	$52.350
DEMO: JACKHAMMER OPERATOR	12/01/2010	$49.850	06/01/2011	$50.850	12/01/2011	$52.100
DEMO: WRECKING LABORER	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
APPRENTICE: LABORER Demo Wrecking Laborer						
Ratio Step 1 2 3 4						
1:5 % 60.00 70.00 80.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1$36.88/2$39.94/3$42.99/4$46.05						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2010	$60.630				
DIVER	08/01/2010	$77.520	08/01/2011	$80.270		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 05/19/2011 **Wage Request Number:** 20110518-045 **Page 2 of 10**

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
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DEVAL L. PATRICK
Governor

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Lt Governor

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates					
DIVER TENDER	08/01/2010	$62.570	08/01/2011	$65.320		
DIVER TENDER (EFFLUENT)	08/01/2010	$81.250	08/01/2011	$85.380		
DIVER/SLURRY (EFFLUENT)	08/01/2010	$103.680	08/01/2011	$107.800		
ELECTRICIAN	03/01/2011	$68.290				

APPRENTICE: ELECTRICIAN - Local 103

Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00

Apprentice wages shall be no less than the following Steps: App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

1$37.38/2$37.38/3$44.81/4$44.81/5$46.95/6$49.08/7$51.22/8$53.35/9$55.49/10$57.62

ELEVATOR CONSTRUCTOR	01/01/2011	$66.690	01/01/2012	$68.190		

APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4

Ratio	Step	1	2	3	4	5
1:1	%	50.00	55.00	65.00	70.00	80.00

Apprentice rates shall be no less than the following: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Step 1$34.26/2$43.76/3$48.86/4$51.41/5$56.50

ELEVATOR CONSTRUCTOR HELPER	01/01/2011	$52.830	01/01/2012	$54.330		
FENCE & GUARD RAIL ERECTOR	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	05/01/2011	$59.380				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	05/01/2011	$42.930				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	05/01/2011	$60.770				
FIRE ALARM INSTALLER	03/01/2011	$68.290				
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	03/01/2011	$56.300				
FIREMAN (ASST. ENGINEER)	12/01/2010	$54.840				
FLAGGER & SIGNALER	12/01/2010	$38.050	06/01/2011	$39.050	12/01/2011	$39.050
FLOORCOVERER	03/01/2011	$61.110	09/01/2011	$62.360	03/01/2012	$63.610

APPRENTICE: FLOORCOVERER - Local 2168 Zone I

Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00

Apprentice rates shall be no less than the following: Steps are 750 hrs.

Step 1$28.38/2$30.17/3$41.41/4$43.20/5$46.78/6$48.57/7$52.15/8$53.95

FORK LIFT/CHERRY PICKER	12/01/2010	$60.980				
GENERATOR/LIGHTING PLANT/HEATERS	12/01/2010	$49.690				
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2011	$53.910	07/01/2011	$54.910	01/01/2012	$55.910
	07/01/2012	$56.910	01/01/2013	$57.910		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27
Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 05/19/2011 **Wage Request Number:** 20110518-045 **Page 3 of 10**

THE COMMONWEALTH OF MASSACHUSETTS
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates					
APPRENTICE: GLAZIER - Local 35 Zone 2						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00						
Apprentice wages shall be no less than the following: Steps are 750 hrs.						
Step 1$24.06/2$31.08/3$32.71/4$34.33/5$44.16/6$45.78/7$47.41/8$50.66						
HOISTING ENGINEER/CRANES/GRADALLS	12/01/2010	$60.980				
APPRENTICE: HOIST/PORT. ENG.- Local 4						
Ratio Step 1 2 3 4 5 6 7 8						
1:6 % 55.00 60.00 65.00 70.00 75.00 80.00 85.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1$31.33/2$45.47/3$47.41/4$49.35/5$51.29/6$53.22/7$55.16/8$57.10						
HVAC (DUCTWORK)	02/01/2011	$65.170	08/01/2011	$66.420	02/01/2012	$67.670
	08/01/2012	$68.920	02/01/2013	$70.170		
HVAC (ELECTRICAL CONTROLS)	03/01/2011	$68.290				
HVAC (TESTING AND BALANCING - AIR)	02/01/2011	$65.170	08/01/2011	$66.420	02/01/2012	$67.670
	08/01/2012	$68.920	02/01/2013	$70.170		
HVAC (TESTING AND BALANCING -WATER)	09/01/2010	$68.730				
HVAC MECHANIC	09/01/2010	$68.730				
HYDRAULIC DRILLS	12/01/2010	$49.850	06/01/2011	$50.850	12/01/2011	$52.100
INSULATOR (PIPES & TANKS)	09/01/2010	$61.660				
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston						
Ratio Step 1 2 3 4						
1:4 % 50.00 60.00 70.00 80.00						
Apprentice wages shall be no less than the following: Steps are 1 year						
Step 1$37.34/2$42.20/3$47.07/4$51.93						
IRONWORKER/WELDER	03/16/2010	$60.940				
APPRENTICE: IRONWORKER - Local 7 Boston						
Ratio Step 1 2 3 4 5 6						
** % 60.00 70.00 75.00 80.00 85.00 90.00						
Apprentice wages shall be no less than the following: ** Structural 1:6; Ornamental 1:4						
Step 1$46.82/2$50.35/3$52.12/4$53.88/5$55.65/6$57.41						
JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
LABORER	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
APPRENTICE: LABORER - Zone 1						
Ratio Step 1 2 3 4						
1:5 % 60.00 70.00 80.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1$36.88/2$39.94/3$42.99/4$46.05						
LABORER: CARPENTER TENDER	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27
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Issue Date: 05/19/2011 **Wage Request Number:** 20110518-045 **Page 4 of 10**

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates					
LABORER: CEMENT FINISHER TENDER	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
LABORER: MASON TENDER	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
LABORER: MULTI-TRADE TENDER	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
LABORER: TREE REMOVER	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
MARBLE & TILE FINISHERS	03/01/2011	$59.270	08/01/2011	$60.950	02/01/2012	$61.740
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile						
Ratio Step 1 2 3 4 5						
1:3 % 50.00 60.00 70.00 80.00 90.00						
Apprentice wages shall be no less than the following: Steps are 800 hrs.						
Step 1$41.98/2$45.43/3$48.89/4$52.35/5$55.81						
MARBLE MASONS,TILELAYERS & TERRAZZO MECH	03/01/2011	$70.940	08/01/2011	$73.040	02/01/2012	$74.030
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Ratio Step 1 2 3 4 5						
1:3 % 50.00 60.00 70.00 80.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1$48.32/2$52.84/3$57.37/4$61.89/5$66.42						
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2010	$29.590	07/01/2011	$30.290		
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2010	$60.630				
MECHANICS MAINTENANCE	12/01/2010	$60.630				
MILLWRIGHT (Zone 1)	04/01/2011	$57.850				
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1						
Ratio Step 1 2 3 4 5 6 7 8						
1:5 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 85.00						
Apprentice wages shall be no less than the following:						
Step 1$37.10/2$38.77/3$42.04/4$43.72/5$46.19/6$47.87/7$50.35/8$50.02						
MORTAR MIXER	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/01/2010	$43.170				
OILER (TRUCK CRANES, GRADALLS)	12/01/2010	$46.330				
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2010	$60.630				
PAINTER (BRIDGES/TANKS)	01/01/2011	$64.410	07/01/2011	$65.410	01/01/2012	$66.410
	07/01/2012	$67.410	01/01/2013	$68.410		

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Issue Date: 05/19/2011 **Wage Request Number:** 20110518-045 **Page 5 of 10**

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates					
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00						
Apprentice wages shall be no less than the following: Steps are 750 hrs.						
Step 1$29.31/2$36.86/3$39.01/4$41.16/5$51.51/6$53.66/7$55.81/8$60.11						
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2011	$55.310	07/01/2011	$56.310	01/01/2012	$57.310
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	07/01/2012	$58.310	01/01/2013	$59.310		
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1$24.76/2$31.85/3$33.55/4$35.24/5$45.14/6$46.83/7$48.53/8$51.92						
PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2011	$53.370	07/01/2011	$54.370	01/01/2012	$55.370
	07/01/2012	$56.370	01/01/2013	$57.370		
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00						
Apprentice wages shall be no less than the following:						
Step 1$23.79/2$30.78/3$32.38/4$33.98/5$43.78/6$45.38/7$46.98/8$50.17						
PAINTER (TRAFFIC MARKINGS)	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
PAINTER / TAPER (BRUSH, NEW) *	01/01/2011	$53.910	07/01/2011	$54.910	01/01/2012	$55.910
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	07/01/2012	$56.910	01/01/2013	$57.910		
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00						
Apprentice wages shall be no less than the following: Steps are 750 hrs.						
Step 1$24.06/2$31.08/3$32.71/4$34.33/5$44.16/6$45.78/7$47.41/8$50.66						
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2011	$51.970	07/01/2011	$52.970	01/01/2012	$53.970
	07/01/2012	$54.970	01/01/2013	$55.970		
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 50.00 55.00 60.00 65.00 70.00 75.00 80.00 90.00						
Apprentice wages shall be no less than the following: Steps are 750 hrs.						
Step 1$23.09/2$30.01/3$31.54/4$33.07/5$42.80/6$44.33/7$45.86/8$48.91						
PANEL & PICKUP TRUCKS DRIVER	12/01/2010	$45.200	06/01/2011	$45.600	08/01/2011	$45.950
	12/01/2011	$46.610	06/01/2012	$46.910	08/01/2012	$47.260
	12/01/2012	$48.290				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2010	$62.570	08/01/2011	$65.320		

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Issue Date: 05/19/2011 **Wage Request Number:** 20110518-045 **Page 6 of 10**

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates					
PILE DRIVER	08/01/2010	$62.570	08/01/2011	$65.320		

APPRENTICE: PILE DRIVER - Local 56 Zone 1

Ratio	Step	1	2	3	4	5	6	7	8
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00

Apprentice wages shall be no less than the following:

Step 1$47.62/2$49.49/3$51.36/4$53.23/5$55.10/6$56.96/7$58.83/8$60.70

PIPEFITTER & STEAMFITTER	09/01/2010	$68.730				

APPRENTICE: PIPEFITTER - Local 537

Ratio	Step	1	2	3	4	5
**	%	40.00	45.00	60.00	70.00	80.00

Apprentice Rates-Step1$33.44/2$43.38/3$50.29/4$54.90/5$59.51 ** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

PIPELAYER	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
PLUMBERS & GASFITTERS	03/01/2011	$67.500	09/01/2011	$68.250	03/01/2012	$69.050
	09/01/2012	$70.300	03/01/2013	$71.550		

APPRENTICE: PLUMBER - Local 12

Ratio	Step	1	2	3	4	5
**	%	35.00	40.00	55.00	65.00	75.00

Apprentice wages shall be no less than the following: ** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr

Step 1$30.01/2$32.89/3$41.54/4$47.31/ 4w/lic$50.20 /5$53.09/ 5w/lic$55.98

PNEUMATIC CONTROLS (TEMP.)	09/01/2010	$68.730				
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
POWDERMAN & BLASTER	12/01/2010	$50.100	06/01/2011	$51.100	12/01/2011	$52.350
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/01/2010	$60.980				
PUMP OPERATOR (CONCRETE)	12/01/2010	$60.980				
PUMP OPERATOR (DEWATERING, OTHER)	12/01/2010	$49.690				
READY-MIX CONCRETE DRIVER	05/01/2011	$41.690				
RECLAIMERS	12/01/2010	$60.630				
RESIDENTIAL WOOD FRAME (All Other Work)	04/01/2011	$48.420				
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2011	$36.810				

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2

Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	60.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00

Apprentice wages shall be no less than the following:

Step 1$20.88/2$27.11/3$28.33/4$29.54/5$30.75/6$31.96/7$33.17/8$34.39

RIDE-ON MOTORIZED BUGGY OPERATOR	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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Issue Date: 05/19/2011 **Wage Request Number:** 20110518-045 **Page 7 of 10**

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

JOANNE F. GOLDSTEIN
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Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates					
ROLLER/SPREADER/MULCHING MACHINE	12/01/2010	$60.630				
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)	02/01/2011	$54.860	08/01/2011	$55.860	02/01/2012	$56.860
	08/01/2012	$57.860	02/01/2013	$58.860		

APPRENTICE: ROOFER - Local 33

Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00

** 1:5, 2.6-10, the 1:10; Reroofing: 1:4, then 1:1 Step 1 is 2000 hrs ; Steps 2-5 are 1000 hrs.

Apprentice rates no less than: Step 1$30.41/2$40.64/3$42.41/4$45.97/5$49.53

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2011	$55.110	08/01/2011	$56.110	02/01/2012	$57.110
	08/01/2012	$58.110	02/01/2013	$59.110		

APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33

Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00

Apprentices wages shall be paid no less than the following:

Step 1$30.54/2$40.79/3$42.58/4$46.16/5$49.74

SHEETMETAL WORKER	02/01/2011	$65.170	08/01/2011	$66.420	02/01/2012	$67.670
	08/01/2012	$68.920	02/01/2013	$70.170		

APPRENTICE: SHEET METAL WORKER - Local 17-A

Ratio	Step	1	2	3	4	5	6	7
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00

Apprentice wages shall be no less than the following: Steps 1-3 are 1 year; Steps 4-7 are 6 mos.

Step 1$28.86/2$34.49/3$37.38/4$42.38/5$45.01/6$50.27/7$55.03

SIGN ERECTOR	06/01/2009	$37.780

APPRENTICE: SIGN ERECTOR - Local 35 Zone 2

Ratio	Step	1	2	3	4	5	6	7	8	9
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00

Apprentice wages shall be no less than the following: Steps are 4 mos.

Step 1$19.48/2$23.12/3$24.36/4$25.60/5$30.34/6$31.58/7$32.82/8$34.06/9$35.30

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2010	$45.660	06/01/2011	$46.060	08/01/2011	$46.410
	12/01/2011	$47.070	06/01/2012	$47.370	08/01/2012	$47.720
	12/01/2012	$48.750				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2010	$45.950	06/01/2011	$46.350	08/01/2011	$46.700
	12/01/2011	$47.360	06/01/2012	$47.660	08/01/2012	$48.010
	12/01/2012	$49.040				
SPRINKLER FITTER	01/01/2011	$70.550	09/01/2011	$71.350	01/01/2012	$71.500
	03/01/2012	$72.250	09/01/2012	$73.250	01/01/2013	$73.400
	03/01/2013	$74.400				

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Issue Date: 05/19/2011 **Wage Request Number:** 20110518-045 **Page 8 of 10**

THE COMMONWEALTH OF MASSACHUSETTS
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Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates					
APPRENTICE: SPRINKLER FITTER - Local 550						
Ratio Step 1 2 3 4 5 6 7 8 9 10						
1:1 % 40.00 45.00 50.00 55.00 60.00 65.00 70.00 75.00 80.00 85.00						
Apprentice wages shall be no less than the following steps:						
1$36.20/2$38.75/3$41.30/4$43.85/5$46.40/6$48.95/7$51.50/8$54.05/9$56.60/10$59.15						
STEAM BOILER OPERATOR	12/01/2010	$60.630				
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/01/2010	$60.630				
TELECOMMUNICATION TECHNICIAN	03/01/2011	$56.300				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103						
Ratio Step 1 2 3 4 5 6 7 8						
1:1 % 40.00 45.00 50.00 55.00 60.00 65.00 75.00 80.00						
Apprentice wages shall be no less than the following:						
Step 1$37.09/2$38.69/3$40.30/4$41.89/5$43.49/6$45.10/7$48.30/8$49.90						
TERRAZZO FINISHERS	03/01/2011	$69.840	08/01/2011	$71.940	02/01/2012	$72.930
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile						
Ratio Step 1 2 3 4 5						
1:3 % 50.00 60.00 70.00 80.00 90.00						
Apprentice wages shall be no less than the following: Steps are 800 hrs.						
Step 1$47.77/2$52.18/3$56.60/4$61.01/5$65.43						
TEST BORING DRILLER	12/01/2010	$50.500	06/01/2011	$51.500	12/01/2011	$52.750
TEST BORING DRILLER HELPER	12/01/2010	$49.220	06/01/2011	$50.220	12/01/2011	$51.470
TEST BORING LABORER	12/01/2010	$49.100	06/01/2011	$50.100	12/01/2011	$51.350
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2010	$60.630				
TRAILERS FOR EARTH MOVING EQUIPMENT	12/01/2010	$46.240	06/01/2011	$46.640	08/01/2011	$46.990
	12/01/2011	$47.650	06/01/2012	$47.950	08/01/2012	$48.300
	12/01/2012	$49.490				
TUNNEL WORK - COMPRESSED AIR	12/01/2010	$61.680	06/01/2011	$62.930	12/01/2011	$64.180
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/01/2010	$63.680	06/01/2011	$64.930	12/01/2011	$66.180
TUNNEL WORK - FREE AIR	12/01/2010	$53.750	06/01/2011	$55.000	12/01/2011	$56.250
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/01/2010	$55.750	06/01/2011	$57.000	12/01/2011	$58.250
VAC-HAUL	12/01/2010	$45.660	06/01/2011	$46.060	08/01/2011	$46.410
	12/01/2011	$47.070	06/01/2012	$47.370	08/01/2012	$47.720
	12/01/2012	$48.750				
WAGON DRILL OPERATOR	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
WASTE WATER PUMP OPERATOR	12/01/2010	$60.980				
WATER METER INSTALLER	03/01/2011	$67.500	09/01/2011	$68.250	03/01/2012	$69.050
	09/01/2012	$70.300	03/01/2013	$71.550		

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Prevailing Wage Rates

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

Awarding Authority: City of Newton

Contract Number: 11-92 **City/Town:** NEWTON

Description of Work: Bowen School Auditorium Roof Replacement

Job Location: 280 Cypress Street, Newton Centre, MA 02459

Classification	Effective Dates and Total Rates

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) unless otherwise specified.

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
** Multiple ratios are listed in the comment field.
*** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
**** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27
Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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The Massachusetts Prevailing Wage Law
M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

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

NOTICE TO CONTRACTORS

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

WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____, 2011

I,_____,_____
(Name of signatory party) (Title)
do hereby state:
That I pay or supervise the payment of the persons employed by
_____ on the _____
(Contractor, subcontractor or public body) (Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

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

WEEKLY PAYROLL REPORT FORM

Company Name:

Project Name:

Awarding Auth.:

Work Week Ending:

Prime Contractor

Subcontractor
List Prime Contractor:

Employer Signature:

Print Name & Title:

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

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

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PROJECT MANUAL

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