CITY OF NEWTON

PURCHASING DEPARTMENT

CONTRACT FOR THE PARKS AND RECREATION DEPARTMENT

PROJECT MANUAL:

CITY WIDE STREET TREE PLANTING & ASSOCIATED WORK

INVITATION FOR BID #10-10

SEPTEMBER 2009

David B. Cohen, Mayor

CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
purchasing@newtonma.gov
Fax (617) 796-1227

September 21, 2009

ADDENDUM #1

INVITATION FOR BID #10-10

ANNUAL – CITY WIDE PLANTING & ASSOCIATED WORK

THIS ADDENDUM IS TO: **1. Answer the following Question**
2. Provide additional information discussed at the Pre-bid Conference:
3. Provide a change to the Specifications

Q1. Bulk of planting is done when?

A1. Installation is generally done in November.

Q2. Watering is done when?

A2. Please reference paragraph "3.3 Watering" of the project manual.

Q3. If rainfall is heavy will the City require watering?

A3. If significant natural rainfall is received, the City may not require the plants to be watered during the given time period. Decision to water or not water is at the City's sole discretion. The Contractor shall assume they are watering weekly as outline in the specifications unless otherwise told to do so in writing by the City.

Comments about Project:

Do not leave a line item blank. If there is no charge for an item, a "No Charge" designation should be inserted in Unit and Total Price columns.

The City does not provide parking for contractor's equipment or vehicles.

Change:

On Line Item 7 of the BID FORM it reads as follows:

"Installation of City provided containerized tree 0-3" CalThanks Kareniper in size1"

Is changed to:

"Installation of City provided containerized tree 0-3" Caliper in size1"

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

CITY OF NEWTON

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CITY WIDE STREET TREE PLANTING & ASSOCIATED WORK

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CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #10-10

The City of Newton invites sealed bids from Contractors for

CITY WIDE STREET TREE PLANTING & ASSOCIATED WORK

Pre Bid meeting will be held**:** **11:30 a.m., Septenber 17, 2009**
Bids will be received until**:** **11:30 a.m., September 24, 2009**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Work under this contract is to install trees and shrubs at various locations throughout the City of Newton along with other associated work.

The term of, at the City's sole discretion, for **two additional** this contract shall extend from **November 1, 2009 through October 30. 2010**, with the option to extend **one year terms** with no change to the contract price and terms and conditions.

Contract Documents will be available for pickup at the Purchasing Department or **online at the City's website: www.ci.newton.ma.us/bids** after: **10:00 a.m., September 10, 2009.** There will be no charge for contract documents.

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

The contract will be awarded to the responsive and responsible bidder offering the lowest total contract price for all items.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **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 **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

Bids must be submitted with one ORIGINAL and one COPY.

Some City of Newton bids are available on the City's web site, **www.ci.newton.ma.us/bids**, Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids 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.**

The City of Newton's Purchasing Dept. will convert to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to **purchasing@newtonma.gov**, otherwise you may view all City of Newton public bids online at **www.ci.newton.ma.us/bids**.

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. Any award made shall be subject to appropriation of funds prior to execution of contract.

CITY OF NEWTON

Re Cappoli
Chief Procurement Officer

September 10, 2009

CITY OF NEWTON

DEPARTMENT OF PURCHASING

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

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

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

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

1.2 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 seven (7) calendar days before the date for receipt of the bids.

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 faxed or mailed First Class postage by the USPS, 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 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 bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER# 10-10.**

ARTICLE 3 - MBE PARTICIPATION

3.1 Notice is hereby given that the Mayor's 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.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Bid Form" 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 Deposits 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, treasurer's or cashier's 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 deposits 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**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

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

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

4.8 Bids shall be submitted with one original and one copy.

4.9 The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no sbustitutions", **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**

"Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. 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 work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, 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 Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

4.10 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 - 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 "No Change", or "N/C" or "0" in the space provided for that Alternate.

5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - 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 "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who 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 - TAXES

8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.

8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City’s exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #10-10

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

CITY OF NEWTON CITY WIDE STREET TREE PLANTING & ASSOCIATED WORK

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

C. The bid price is:

Item	Estimated Quantity	Unit Price	Total price
1. Installation of City provided BARE ROOT tree 0-1.0” Caliper in size	1	$_____	$_____
2. Installation of City provided BARE ROOT tree 1.1”-2.5” Caliper in size	50	$_____	$_____
3. Installation of City provided Balled and Burlap tree 0”-2.0” Caliper in size	5	$_____	$_____
4. Installation of City provided Balled and Burlap tree 2.1”-3.5” Caliper in size	1	$_____	$_____
5. Installation of City provided Balled and Burlap tree 3.5”-5.0” Caliper in size	1	$_____	$_____
6. Installation of City provided Balled and Burlap tree 5.1”-7.0” Caliper in size	1	$_____	$_____
7. Installation of City provided containerized tree 0-3” CalThanks Kareniper in size	1	$_____	$_____
8. Installation of City provided plant (non tree) container sizes #1 through #2	1	$_____	$_____
9. Installation of City provided plant (non tree) container sizes #3 through #5	1	$_____	$_____
10. Installation of City provided plant (non tree) container sizes #6 and greater	1	$_____	$_____
11. Installation of City provided plant (non tree) Balled and Burlap 1’-3’ tall	1	$_____	$_____
12. Installation of City provided plant (non tree) Balled and Burlap 3.1’-5’ tall	1	$_____	$_____
13. Installation of City provided plant (non tree) Balled and Burlap 5.1’-7’ tall	1	$_____	$_____
14. Installation of City provided plant (non tree) Balled and Burlap 7.1’ tall and greater	1	$_____	$_____
15. Furnish and install Amelanchier laevis ‘Cumulus’ (Cumulus Serviceberry, tree form) 2-2½” Caliper	1	$_____	$_____
16. Furnish and install Fraxinus pennsylvanica ‘Patmore’ (Patmore Green Ash) 2-2½” Caliper	1	$_____	$_____
17. Furnish and install Malus ‘Spring Snow’ (Spring Snow Crabapple) 2-2½” Caliper	1	$_____	$_____
18. Furnish and install Ostrya virginiana (American Hophornbeam) 2-2½” Caliper	1	$_____	$_____
19. Furnish and install Platanus x acerifolia ‘Bloodgood’ (Bloodgood London Planetree) 2-2½” Caliper	1	$_____	$_____
20. Furnish and install Pyrus calleryana ‘Chanticleer’ (Chanticleer Callery Pear) 2-2½” Caliper	1	$_____	$_____

21. Furnish and install Quercus rubra (Red Oak) 2-2½" Caliper	1	$_____	$_____
22. Furnish and install Syringa reticulata 'Ivory Silk' (Ivory Silk Tree Lilac) 2-2½" Caliper	1	$_____	$_____
23. Furnish and install Tilia tomentosa (Silver Linden) 2-2½" Caliper	1	$_____	$_____
24. Furnish and install Zelkova serrata (Zelkova) 2-2½" Caliper	1	$_____	$_____
25. Root Control Barrier per installed location per specifications	50	$_____	$_____
26. Bark Mulch, Furnished and Placed per specifications for newly installed plant	50	$_____	$_____
27. Bark Mulch, Furnishing and placed per specifications per square foot.	100	$_____	$_____
28. Removal of Pavement, per square foot,	20	$_____	$_____
29. Watering, per newly planted plant, per application, per the specifications for new plantings	3500	$_____	$_____
30. Establishment period, per installed plant	50	$_____	$_____
31. One Year Guarantee, starting following Establishment period, per installed plant	50	$_____	$_____
32. Tree Removal including Stump 0"-3" – The removal of a tree between 0" to 3" inches in D.B.H. including the stump as defined in this document.	1	$_____	$_____
33. Tree Removal including Stump 3.1"-7.0" – The removal of a tree between 3.1" to 7" inches in D.B.H. including the stump as defined in this document.	1	$_____	$_____
34. Tree Grate and Guard Removal per location per specifications	10	$_____	$_____
35. Fertilizer application as defined in this document to established tree 0" to 4" in caliper, per tree	1	$_____	$_____
36. Fertilizer application as defined in this document to established tree 4.1" to 8" in caliper, per tree	1	$_____	$_____
37. Backhoe Standard Rate – Hourly work completed by this equipment as defined in this document during Standard Hours.	4	$_____	$_____
38. Backhoe Overtime Rate – Hourly work completed by this equipment as defined in this document during Overtime Hours.	1	$_____	$_____
39. Medium Duty Dump Truck Standard Rate – Hourly work completed by this equipment as defined in this document during Standard Hours.	4	$_____	$_____
40. Medium Duty Dump Truck Overtime Rate – Hourly work completed by this equipment as defined in this document during Overtime Hours.	1	$_____	$_____
41. Dump Truck Standard Rate – Hourly work completed by this equipment as defined in this document during Standard Hours.	4	$_____	$_____

42. Dump Truck Overtime Rate – Hourly work completed by this equipment as defined in this document during Overtime Hours.	1	$_____	$_____
43. Water Truck Standard Rate – Hourly work completed by this equipment as defined in this document during Standard Hours.	4	$_____	$_____
44. Water Truck Overtime Rate – Hourly work completed by this equipment as defined in this document during Overtime Hours.	1	$_____	$_____
45. Supplemental Crew Member Standard Rate – Hourly work completed by a Supplemental Crew Member as defined in this document during Standard Hours.	4	$_____	$_____
46. Supplemental Crew Member Overtime Rate – Hourly work completed by a by a Supplemental Crew Member as defined in this document during Overtime Hours.	1	$_____	$_____

Total Cost (*Items 1-46) =* $_____

COMPANY_____

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

- ❑ Bidder's Qualification Form and References (2 pages)
- ❑ A five percent (5%) bid deposit/bid guarantee
- ❑ Bid Form (4 pages)

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

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

Date _____

_____
(Name of General Bidder)

BY: _____

_____
(Printed Name and Title of Signatory)

_____
(Business Address)

_____
(City, State Zip

_____
(Telephone / FAX)

_____
E-mail Address

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

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

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

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3. INCORPORATED? € YES ☐ NO DATE AND STATE OF INCORPORATION: _____

* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OFCOMPLETION:

_____
_____
_____
_____
_____

* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

☐ YES ☐ NO

IF YES, WHERE AND WHY?

_____
_____

* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO

IF YES, PROVIDE DETAILS.

_____
_____

* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

_____
_____
_____
_____
_____
_____
_____

* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHOULD BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____

PUBLICALY BID? ☐YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)
_____

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CONTRACT FORMS

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

The forms are provided for informational purposes only.

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

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C -

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

hereinafter referred to as the CONTRACTOR.

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

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

City Wide Tree Planting and Associated Work

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

a. This CITY-CONTRACTOR Agreement;

b. The City's Invitation for Bid **#10-10** issued by the Purchasing Department;

c. The Project Manual for **City Wide Tree Planting and Associated Work** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;

d. Addenda Number(s) ____N/A____;

e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;

f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;

g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

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

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

V. **CONTRACT TERM.** The term of this contract shall extend from **November 1, 2009 through October 30, 2010**. The City, at its sole discretion, shall have the option to extend the contract term for two additional one year terms with no change to the contract price and terms and conditions.

It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

VI. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Parks and Recreation Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.

VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

VIII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

IX. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

X. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

XI. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.

XII. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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

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

CONTRACTOR

By_____
Title_____

Date_____

Affix Corporate Seal Here

City funds in the amount of $35,000
are available in account number
13D6026B-52409

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 Parks & Recreation

Date_____

Approved as to Legal Form and
Character

By_____
Associate City Solicitor

Date_____

CONTRACT AND BONDS APPROVED

By_____
David B. Cohen, *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 corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*

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 undersign's 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

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_____, 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 ,20____.

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

CITY OF NEWTON

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1.0 DEFINITIONS

1.1 THE CONTRACT DOCUMENTS

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

1.2 THE WORK

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

1.3 OWNER

The term "Owner" is the City of Newton.

1.4 CONTRACT OFFICER

The term "Contract Officer" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

1.5 CONTRACTOR

1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

1.6 SUBSTANTIAL COMPLETION

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

2.0 CONTRACT ADMINISTRATION

2.1 PRE-CONSTRUCTION CONFERENCE

2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

2.2 CONTRACT PERIOD

The Contractor shall complete all work required under this contract within the timeframe specified eslewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

2.4 CHANGES

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

2.5 PAYMENTS

2.5.1 CONTRACT PRICE

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

2.6 APPLICATIONS FOR PAYMENT

2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

2.6.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:

i. Retention based on the value of its claims against the Contractor,

ii. Retention of 5% of the approved amount of the Application for Payment.

2.7 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

2.8 GUARANTY AND WARRANTY

2.8.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2.9 INSURANCE REQUIREMENTS

2.9.1 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.

Commercial General Liability

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

VEHICLE LIABILITY

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

2.9.2 OWNER AS CO-INSURED

The Owner shall be named as additional insureds on the Contractor's Liability Policies.

2.9.3 CERTIFICATES OF INSURANCE, POLICIES

i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner 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.

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

2.9.4 CANCELLATION

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 Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

2.10 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

2.11 BONDS

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

2.12 TERMINATION

2.12.1 TERMINATION FOR CAUSE

i. The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.

b. A receiver has been appointed of the Contractor's property.

c. All or a part of the Work has been abandoned.

d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.

e. The Owner has determined that the rate of progress required on the project is not being met.

f. The Contractor has substantially violated any provisions of this Contract.

ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.

iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

2.12.2 TERMINATION - NO FAULT

i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.

ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

2.13 PERMITS, FEES, AND NOTICES

2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

2.14 SAFETY REQUIREMENTS

2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

2.15 TEMPORARY HEATING

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work materials against damage by dampness and cold, to dry out the Work, and to facilitate the completion of the Work. Any permanent heating equipment used shall be turned over to the City in the condition and at the time required by the specifications.

2.16 AVAILABILITY AND USE OF UTILITY SERVICES

2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

2.16.2 The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the Work by the City, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

2.17 DISPUTES

2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.

2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.

2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

2.17.5 The Contract Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the City, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days after receipt of the Contract Officer's decision.

2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

2.18 LIQUIDATED DAMAGES

2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of $50.00 for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.

2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

3.0 SALES TAX EXEMPTION AND OTHER TAXES

3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

3.1 PROHIBITION AGAINST LIENS

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

3.2 ORDER OF PRECEDENCE

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

END OF SECTION

SUMMARY OF WORK

I. SUMMARY OF WORK

A. The Work under the Contract consists of:

1. Planting of Street Trees city wide and associated work.

2. All work described in the Project Manual and/or shown on the Plan(s) 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 Project Manual and/or Plan(s) 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. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.

4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

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.

II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

B. Liquidated damages shall be assessed as stated in section 2.18 of the General Conditions of the Contract.

III. INSURANCE REQUIREMENTS

A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Commercial General Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.

B. The City shall be named as an additional insured on such policy.

C. The amounts of such insurance shall be as follows:

1. Workmen's Compensation Insurance as required by Massachusetts General Law.

2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than $500,000.00 for each occurrence, and not less than $1,000,000.00 aggregate; b.) Property Damage in an amount not less than $300,000.00 each occurrence, and not less than $500,000.00 aggregate.

3. Commercial General Liability Insurance and Contingent Public Liability Insurance in an amount not less than $500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000.00 on account of one accident.

4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than $500,000.00 on account of one accident, and in an amount of not less than $1,000,000.00 on account of all accidents.

5. General Liability Insurance shall include Contractual Liability Insurance.

D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.

E. 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 attorney's 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 cased in part by a party indemnified hereunder.

IV. BONDS

A. Payment bond in the amount of 50% of the total contract price.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PARKS AND RECREATION
SPECIFICATIONS FOR PLANT INSTALLATION AND ASSOCIATED WORK

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INTRODUCTION

1.0 Scope and Intent

1.1. The City of Newton intends to award a contract to a vendor to perform tree and shrub planting work and related work. All work shall be performed under the direction of the Commissioner of Parks and Recreation in his/her capacity as Tree Warden

1.2. The City anticipates the planting work will primarily take place during the Spring and Fall planting seasons. On occasion plantings may take place outside of these times.

Spring: April 1st – May 31st
Fall: October 15th – November 30th

1.3. Planting will take place throughout the City at various locations, primarily on City property along streets and other City owned land.

1.4. Work under this contract includes the following:

a) Removal of small trees
b) Excavation and preparation of planting holes
c) Handling and care of trees and shrubs
d) Installing trees and shrubs
e) Furnishing and installing Root Control Barrier
f) Furnishing and installing bark mulch
g) Furnishing and applying water
h) Furnishing and applying liquid fertilizer to existing trees
i) Providing personnel and equipment for plant installation
j) Establishment care
k) Guarantee Period

1.5. The City of Newton reserves the right to work with its own work force or other contractor(s) as necessary.

1.6. The City does not guarantee the locations of existing pipes or underground conduits. The locations of these structures shown on City engineering plans are approximate. In private and public lands where sprinkler systems, driveways, walks, steps, walls and heating cables and or heating pipes are encountered, the contractor shall use due caution when excavating in the vicinity of these structures and will be required to repair any damages caused.

1.7. The City does not guarantee the nature of any material encountered in any excavation. The contractor must make his own examination, by boring, test holes, or otherwise, for determining the nature of the material to be excavated or the conditions under which the work is to be preformed, and make his bid in sole reliance thereon.

1.8. The City will be providing plants as well as requesting the Contractor to provide plants as outlined on the bid form and in this document.

2.0 Contract Term

2.1. The initial term of this contract will be for one year, from October 1, 2009 through September 30, 2010. The City of Newton shall have the option to renew the contract for up to two additional one-year terms with no change in the contract conditions or bid prices. The City shall retain sole discretion in the exercise of each option to renew. The exercise of each renewal option shall be further subject to the appropriation of necessary funds and satisfaction with present contractor

3.0 Powers and Duties of Commissioner

3.1. For the purposes of this contract, the City of Newton is acting through its Commissioner of Parks and Recreation who, by delegation and local ordinance, has control over and is responsible for the care and removal of all trees on City playgrounds, schools, recreation lands and conservation land. The Commissioner also performs the function of Tree Warden, in accordance with the Massachusetts General Laws, Chapter 87 entitled “Shade Trees”, has authority over,

control and supervision of all trees which now or which may hereafter exist upon any public street or highway in this City, and over all trees which exist upon any private property in this City, when such trees are in such hazardous condition as to affect adversely the public health, safety, and welfare. The term Commissioner shall mean Commissioner of Parks and Recreation and his/her designee.

3.2. This contract shall apply to work on all trees located on City land, all public shade trees, and all trees on private land, which the Commissioner may remove in his/her capacity as Tree Warden.

3.3. In the exercise of all or any of the powers herein granted, the Tree Warden shall have the authority to delegate all or any part of his/her powers and duties with respect to the supervision and control of this contract to his/her subordinates and assistants in the employ of the City of Newton as he/she may determine.

3.4. The Commissioner intends to designate a "Contract Supervisor" from within the subordinates and assistants in the employ of the Parks and Recreation Department.

CONTRACT BIDDING INFORMATION AND REQUIREMENTS

4.0 Contract Value

4.1. All bids shall be based on the quantities set forth on the Bid Form. These quantities shall be used as a basis for the comparison of the bidders' proposals, and for determining an estimated annual contract value.

4.2. The quantities named in these specifications are given for the sole purpose as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for within these specifications.

4.3. Nothing herein shall be construed as a guarantee of the quantity of work to be performed under this contract and the Contractor will be paid only for actually performed pursuant to the contract.

5.0 Contract Award

5.1. All bid proposals which contain abnormally high prices, or abnormally low prices, in reference to this type of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.

5.2. It is the purpose of the City's Purchasing Agent and the Parks and Recreation Department, not to award this contract to any bidder, where it is found, has done unsatisfactory work and where it is found to have unsatisfactory business references, either verbally or in writing, in reference to the bidder's ability, experience, etc., in reference to this type of work, or in the past has not completed his contract obligations with this City or any other agency, persons and etc. Such bidder's bids will be rejected and disqualified.

5.3. It is the purpose of the City's Purchasing Agent and the Parks and Recreation Department, not to award this contract to any bidder who does not furnish evidence satisfactory to the City's Purchasing Agent, that he has the ability and experience in reference to this type of work and that he has sufficient capital and etc., to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.

6.0 Qualification of Bidders

6.1. Bidding on this contract shall be limited to individuals, companies, partnerships, and corporations actively engaged in the field of arboriculture and/or horticulture.

6.2. Bidders shall have a minimum of three years of <u>BARE ROOT</u> tree planting experience. Proof is required at time of bidding.

6.3. Bidders shall be required to provide evidence of successful performance of contracts within the past five years similar in scope and size to specifications called for in this contract.

6.4. Bidders shall demonstrate competence, experience and financial capability to carry out the full terms of this contract.

6.5. Bidders shall be required to demonstrate to the satisfaction of the City as a condition of contract award that they possess vehicles and equipment sufficient for the successful performance of this contract and which substantially meets the specifications as set forth in this document.

6.6. The City reserves the right, prior to the award of this contract, and any other time during the contract to inspect the serviceability of any and all equipment, which will be used by the Contractor for work, called for in terms of this contract.

7.0 Prevailing Wage Rates

7.1. The minimum wage rates to be used for this contract are shown in the attached appendices. The contractor shall sign and submit the Statements of compliance as directed by State Law.

7.2. The contractor shall submit weekly prevailing wage certified payroll sheets along with each invoice for payment from the City.

7.3. Failure to include weekly prevailing wage certified payroll sheets along with each invoice will delay payment from the City. Invoices will not be process until the information is included.

8.0 Insurance and Indemnification Requirements

8.1. The Contractor acknowledges and agrees that it is performing services here under as an independent contractor and accordingly the City shall not be liable for injuries or death to employees, agents, or servants of the Contractor or anyone for whose actions the Contractor may be liable, including injuries which may occur on or near any transmission of power lines.

8.2. The Contractor agrees and acknowledges that it is acting as an independent contractor in the performance of Forestry services pursuant to this contract. The Contractor shall be responsible for all the acts of its employees and agents. The Contractor shall indemnify, hold harmless and defend the City and its agents and its employees from and against all claims, damages, losses and expenses, including attorney fees arising out of, or resulting from the performance of the services to be performed under this agreement, provided that each such claim, damage, loss, or expense; (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from and (2) is caused in whole or in part by any act or omission of the Contractor, any of the Contractor's employees or agents, or subcontractors, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party identifiable hereunder.

8.3. The Contractor shall carry and maintain at all times during the term of the contract, insurance in such form and amounts as specified below, as shall protect the Contractor and any subcontractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. The coverage and amounts of such insurance shall be as follows:

WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.. l49, s. 34 and c.. l52 as amended.
COMMERCIAL GENERAL LIABILITY	
Personal Injury	$500,000 each occurrence $1,000,000 aggregate
Property Damage	$500,000 each occurrence $1,000,000 aggregate
VEHICLE LIABILITY	
Personal Injury	$500,000 each person $1,000,000 aggregate
Property Damage	$300,000

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

The Contractor shall not commence the work until proof of compliance with this 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.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) 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.

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.

8.4. Said policies shall be so written that the City of Newton will be notified in the event of cancellation at least thirty days prior to the effective date of such cancellation. Certificates in quintuplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the City of Newton before operations are begun. Current Certificates of Insurance shall be filed with the City annually on or before the policy expiration dates as stated on the Certificate.

8.5. Such Certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided; except that in the case of compensation insurance Certificates must be filed before a contract award can be made. Signatures on all Certificates must be files before a contract award can be made. Signatures on all Certificates and/or insurance forms must be original signatures. Attention of bidders is called to the requirements of the Massachusetts General Law, Chapter 149, Section 34A, relating to proof of compliance regarding certain insurance before a contract may be awarded.

9.0 Permits

9.1. The Contractor and employees must be fully licensed by the appropriate State and Federal agencies. The Contractor shall secure and pay all permits, bonds, governmental fees and licenses necessary for the proper execution of the required work.

10.0 Observance of Laws

10.1. The Contractor shall fully comply with all Federal, State, and Local Regulations and Ordinances within the City of Newton.

11.0 Interpretation of Contract

11.1. This contract is to be interpreted in accordance with the Laws of the Commonwealth of Massachusetts. If any part of this contract or the contract documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the contract and the contract documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.

12.0 Liquidated Damages

12.1. The City shall be entitled to assess liquidated damages against the Contractor for its failure to properly handle, care for and insure survivability of City provided plant material. The liquidated damages are $150 for each violation. The City shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off of such amount

13.0 Standards and Definitions

13.1. All Planting and associated activities shall conform to the following:

a. American National Standards Institute (ANSI): Standard A300-2008 Standard Practices for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance

b. American National Standards Institute (ANSI): Standard Z-133.1.-2006 Safety Requirements for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush

c. All other applicable Occupational Safety and Health Administration (OSHA) standards, and state and local regulations.

d. American National Standards Institute (ANSI): Standard Z60.1-2004 or current edition: American Standard for Nursery Stock, published by the American Association of Nurserymen

13.2 American National Standards Institute- (ANSI) is the private, non-profit organization that administers the safety and maintenance regulations for the Tree Care Industry.

13.3 Bare Root – a tree or shrub with minimal or no soil surrounding the roots of a plant.

13.4 Balled and Burlap (b&b) – a tree or shrub with soil containing the roots of a plant. Soil is covered by burlap material and may have a wire mesh cage around the root ball.

13.5 Container grown – a tree or shrub with a synthetic material or pot containing its roots.

13.6 Contract Supervisor- the individual or designated representative responsible for insuring the requirements of this contract are adhered to.

13.7 Caliper.- The measure of a plants trunk. - Caliper measurement of the trunk shall be taken six inches above the ground up to and including four-inch caliper size. If the caliper at six inches above the ground exceeds four inches, the caliper should be measured at 12 inches above the ground. Caliper will be measured to the nearest full inch.

13.8 Occupational Safety & Health Administration- (OSHA) is the Federal agency responsible for insuring worker safety.

13.9 Standard Work Hours- shall be Monday through Friday from 7:00 AM to 3:30 PM.

14. Samples and Submittals

Upon award of the contract and at least thirty (30) days prior to intended use, the Contractor shall provide the following samples and submittals for approval. Do not order materials until Contract Supervisor's approval of submittal has been obtained. Delivered materials shall closely match the approved samples. Should the source of supply be changed within the course of the contract, the Contractor shall submit new samples or submittals for approval per the original submission.

14.1 Mycorrhizal Fungal Transplant Inoculant with hydrogel: Submit one (1) sample packet showing composition and analysis for fertilizer, also submit invoices of total purchased material for this contract.

14.2 Fertilizer: Submit one (1) sample packet of fertilizer showing composition and analysis for fertilizer, also submit invoices of total purchased material for this contract.

14.3 Planting Mulch: Submit a one- (1) cubic foot sample.

15. Work Scheduling and Hours

15.1 The City intends on having scheduled tree and shrub planting work twice a year, during the Fall planting season and the Spring planting season. However there may be other times during the year that the City will request that trees and shrubs be planted. The City will make a list of planting location in advance of the work for the Contractor.

15.2 Prior to the commencement of work the contractor shall meet with the Contract Supervisor and provide a written schedule for the completion of work. The Contract Supervisor requires that this schedule be closely adhered to. Any changes to the schedule must be submitted to the Contract Supervisor in writing for his/her approval.

15.3 The contractor shall begin work on receipt of written or verbal or both, orders to begin such work, and the work once begun shall be continuously carried forward with a force of persons adequate in the opinion of the Contract Supervisor to complete the work in a reasonable and expeditious manner, inclement and unseasonable weather conditions excepted. In the event the Contract Supervisor determines that the contractor has not begun work on orders to do so, or that the work once begun has been abandoned without authority, then the Contract Supervisor shall give the contractor seventy-two (72) hours notice (Sunday excepted) to begin work, or resume work in case of abandonment. Failure of the contractor to act within this specified time shall be deemed a breach of this contract and the contractor shall be held liable for any damage or expense arising from such breach of contract.

15.4 Standard work hours shall be Monday through Friday from 7:00 AM to 3:30 PM. Any work outside of these hours must be approved by the Contract Supervisor

15.5 The work crew(s) are to report daily to the Contract Supervisor when they start and when they finish work for the day. Completed work locations are to be faxed or emailed on a daily basis to the Contract Supervisor

15.6 In case the work in the contract shall not have been completed by the time stipulated therein, the contractor shall pay to the City of Newton a designated sum per calendar for the entire period of overrun in accordance with these specifications unless prior approval in writing has been approved by the Parks and Recreation Commissioner.

16. General Standards

16.1 The Contractor's work shall be done in a workmanlike manner and performance thereof and all materials and facilities furnished by him shall be to the satisfaction of the Contract Supervisor.

16.2 Approved plant locations shall be marked by the City. Contractor to have pit locations checked by Dig-Safe for utility conflicts before any excavation or pavement removal is started.

16.3 If it is necessary to adjust any of the locations because of unforeseen concealed conditions, the changes shall be made as directed by the City.

16.4 All work areas shall be kept in such a manner so as to cause as little inconvenience as possible to the general public and adjacent property owners. When it is necessary to close pedestrian walks, vehicular traffic lanes or private access roads and drives, the Contractor shall provide personnel. Barricades, warning signs, cones, flags or other means required by governing rules and ordinances, along with notifying the affected property owner or resident. Driveways are not to be blocked with debris at any time.

16.5 In the event the City's Contract Supervisor determines that a police detail is required during the performance of work under this contract, the City shall arrange for said detail, the cost of which will be borne by the City. The City shall have sole discretion to determine when a police detail is required.

16.6 The Contractor is required to maintain all work areas in a safe fashion, especially during times when a police detail is not required. The Contractor will set up all necessary caution signs, high visibility flags, traffic cones, etc., at all times while working in the City.

16.7 All wood, brush and debris must be disposed of properly and in compliance with the requirements as pursuant to the provisions contained herein. Any debris left must not block vehicular or pedestrian traffic, and/or access to homes, or other private or public property (except as otherwise directed by the Contract Supervisor).

16.8 The Contractor shall carefully protect against damage to all existing trees and plants. The contractor shall be liable for any and all damage to such trees, plants, real property and vehicles, and shall replace, repair, restore or provide for returning the same to their original condition, to the satisfaction of the Contract Supervisor.

16.9 The contractor will not leave any excavated areas left open after securing his work site at the end of each day. The contractor is responsible for barricading and cautioning off such open excavated areas before leaving the work site. The Contract Supervisor may require the contractor to cover over or backfill such excavated areas in reference to the safety of the general public.

16.10 The contractor shall clean up the entire project before the Parks & Recreation Department will accept the work. All debris, rubbish, boulders from any excavation material and etc., unless specifically ordered by the Contract Supervisor to do otherwise, or any other debris shall be disposed of by the contractor. The entire area within the easements and all other areas disturbed by the contractor shall be graded and left in a condition comparable to that as found originally and satisfactory to the Contract Supervisor.

16.11 All trenches and excavation areas resurfaced by the contractor shall be guaranteed against settlement, upheaval or failure of any kind for a period of one (1) year after the City accepts the works and he shall replace such resurfacing at his own expense. The City's Engineer shall be sole judge as to what constitutes a failure and which portion of the resurfacing is to be replaced, and the City's Engineer decision shall be final.

16.12 The contractor shall make no excavation in any public way or utility easement unless at least seventy-two (72) hours, exclusive of Saturdays, Sundays and legal holidays, before the proposed excavation is to be made, he has given notice

in writing by registered mail if deemed necessary by the Contract Supervisor, of the proposed excavation to such public utility companies as supply gas, electricity and telephone service in the City, to such private companies as supply cable television service in the City and also to the City of Newton Water Department. Such notice shall set forth the name of the street and a reasonably accurate description of the location in which the excavation is to be made. The contractor shall comply with DIG SAFE LAW (G.I.C. 82, Sec 40).

16.13 The contractor shall exercise the greatest of care to ensure that no material being hauled either to go from the site by him or his sub-contractor's is spilled onto any way, public or private way, within the City limits. In the event that such spillage does occur, it shall be the contractor's responsibility to remove the spilled material and clean the area by the end of the workday. If in the judgment of the Contract Supervisor, the contractor has not satisfactorily cleaned the area of any spill, the Contract Supervisor may then order the area to be cleaned by the City at the Contractor's expense.

16.14 The contractor shall furnish all the labor, materials, tools and equipment necessary to do all the work required for the completion of each item as specified.

17. Special Provisions

17.1 All work areas near and around the tree planting areas resurfaced by the contractor shall be guaranteed against settlement, upheaval or failure of any kind for a period of one (1) year after the City accepts the work and he shall replace such resurfacing at his own expense. The Contract Supervisor and or the City's Engineering Department's Field Inspector, shall be the sole judge as to what constituents a failure and which portion of the resurfacing is to be replaced, and his decision will be final.

17.2 Before starting the work and from time to time during the project's progress, as the Contract Supervisor or the City's Engineering Department's Field Inspector may request, the contractor shall submit to him or them a written description of the methods he plans to use in doing the work and the various steps he intends to take.

17.3 The contractor shall cooperate with any other contractors, utility companies and or City of Newton that may be working at or near this project's work site covered by this contract. The Contract Supervisor and or the City's Engineering Department's Field Inspector, will decide as to the respective rights of the parties involved and their decisions shall be final.

17.4 The contractor shall bear all losses resulting to him on account of the amount or character of the work because the nature of the land and or area on which the work is done is different from what was estimated or expected, or in reference or on account of the weather elements or other causes.

17.5 The contractor shall rebuild, repair, restore and make good all and any injuries or damages to any portion of the work which may occasionally happen before the completions and final acceptance of the work, and shall bear the expense thereof.

18. Requirements Regarding Private Property

18.1 The normal access to a job site shall be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, the Contractor shall obtain the property owner’s permission in writing and shall notify the Contract Supervisor prior to the work. The Contract Supervisor shall provide a permission/indemnification form to be used for this purpose.

18.2 The Contractor shall be required to deal directly with private citizens with respect to repairing and/or replacing damaged bushes, shrubs, and other damage to private property that may be caused by the Contractor in connection with work performed pursuant to this contract. A report in writing concerning such damage and action taken to correct the damages shall be given to the Commissioner of the Parks and Recreation Department.

18.3 The Contractor shall respond to the Commissioner within 24 hours in regards to all complaints of damage to private property alleged to have been caused by work performed by the Contractor. In case of such damage, the Contractor shall be required to make arrangements with the homeowner to remedy the damage. The Contractor shall make or effectuate any such repairs with in thirty (30) days of the date of the damage, or within such additional times as agreed in writing between the Contractor and homeowner.

18.4 In order to assist the City in the processing of claims for property damage, the Contractor shall be, at the City’s discretion, required to prepare a written report, on a form to be provided by the Commissioner of Parks and

Recreation, as to the condition of the tree in each instance when the Contractor removes a tree and/or limb which has damaged private property including automobiles and damage to residential and commercial property.

18.5 The Contractor shall provide written reports and respond to requests by the Commissioner and/or the City Solicitor's Office related to investigations of claims against the City for property damage and personal injuries claimed to be caused by incidents of falling trees or limbs including, wherever possible, reports of damage caused by trees that fall during storm conditions.

19. Equipment Requirements

19.1 The following section pertains only to equipment used during hourly unit price work:

19.1.1 Backhoe:
- 19.1.1.1 Must have 4 rubber tires and be registered for driving over public roadways
- 19.1.1.2 Must have a minimum of 65 horse power
- 19.1.1.3 Must be equipped with backhoe digger with a bucket 2 cubic feet with a minimum digging depth of 8 feet and truck loading height of 10 feet
- 19.1.1.4 Must have Loader bucket with a minimum of 1 cubic yard capacity with a truck loading height of a minimum of 10 feet.
- 19.1.1.5 When the City chooses to utilize this equipment on an hourly basis the Contractor shall include a fully licensed operator.

19.1.2 Medium Duty Dump Truck
- 19.1.2.1 Minimum GVWR, 25,000 pounds
- 19.1.2.2 Solid steel frame enclosure body compartment that is open on top and an opening located in the back. Minimum of 4 cubic yards
- 19.1.2.3 Dump body must be equipped with a hoist.
- 19.1.2.4 When the City chooses to utilize this equipment on an hourly basis the Contractor shall include a fully licensed operator.

19.1.3 Dump truck
- 19.1.3.1 Minimum GVWR, 13,000 pounds
- 19.1.3.2 Solid steel frame enclosure body compartment that is open on top and an opening located in the back. Minimum of 2 cubic yards
- 19.1.3.3 Dump body must be equipped with a hoist.
- 19.1.3.4 When the City chooses to utilize this equipment on an hourly basis the Contractor shall include a fully licensed operator.

19.1.4 Water Truck
- 19.1.4.1 Minimum GVWR, 10,000 pounds
- 19.1.4.2 Water holding capacity of a minimum of 300 gallons
- 19.1.4.3 Must have pump and hose attachment that adequately dispenses water to plants
- 19.1.4.4 When the City chooses to utilize this equipment on an hourly basis the Contractor shall include a fully licensed operator.
- 19.1.4.5 Truck includes all water used during the execution of the contact. The Contractor is responsible for all associated water costs.

19.2 All vehicles used by the contractor shall comply with safety standards established by the Department of Transportation in the State they are registered pertaining to the operation and transportation of equipment on public and private ways. All vehicles shall be equipped with required equipment and safety equipment.

19.3 All crews must be equipped with a cellular phones (a phone with Direct Connect Feature enabled is preferred) to facilitate direct communication between the Contract Supervisor and the work crews. The Sprint Nextel cell phone shall also be equipped with a voice mail function. A beeper/pager is not an acceptable means of communication with the Contract Supervisor

19.4 Each of the Contractor's vehicles used in the performance of the work required of this contract shall be lettered and numbered with removable signs, one on each side, colored white with black lettering to be sized approximately three feet by two feet. It shall contain the following text: City of Newton Urban Forestry (617)796-1530 urbanforestry@newtonma.gov. It will also contain the logo of the Urban Forestry Division. The format and method

of providing the logo will be worked out at the time of contract award. Upon completion of the contract these signs are to be turned in to the City.

19.5 While working for the City these signs must be on the trucks at all times. Failure to do so may result in nonpayment for those hours worked by the Contractor without the proper signage.

19.6 The Contractor shall remove all these signs from vehicles when the vehicles are not in service to the City of Newton under the terms of this contract.

19.7 In addition to all required safety cones and road safety devices each job site must have two "A frame" style signs approximately 3 feet tall and two feet wide. Each side of the signs shall be lettered and numbered with removable signs, one on each side, colored white with black lettering to be sized approximately three feet by two feet. It shall contain the following text: City of Newton Urban Forestry (617)796-1530 urbanforestry@newtonma.gov. It will also contain the logo of the Urban Forestry Division. The format and method of providing the logo will be worked out at the time of contract award. These signs shall be placed on the sidewalk or other similar location on either side of the job site warning pedestrians of the work and displaying the nature of the work to the public. Upon completion of the contract these signs are to be turned in to the City.

19.8 The Contractor's vehicles and equipment shall at all times be clean and in good repair and kept in a sanitary condition.

19.9 The Contractor shall be aware that the City does not have parking available for any equipment. Should the Contractor require Parking for its vehicles or personnel it will be up to the Contractor to find and pay for this parking.

19.10 The Contractor shall hold harmless and indemnify the City for all claims, including, but not limited to, claims for property damage and liability in connection with the parking of vehicles.

19.11 The Contractor shall notify the City immediately if any equipment is out of service and promptly notify the City once the equipment is back in service. The Contractor shall use all due diligence to promptly effect repairs to out of service equipment and/or to secure alternate equipment if necessary to effectively perform the work of this contract.

19.12 At the discretion of the Contract Supervisor, if equipment failures, breakdowns or other related problems occur that are jeopardizing the execution of this contract the City will require the failed equipment be replaced. Failure to replace the equipment may result in the contract being terminated.

19.13 The Contractor shall not allow any operator to leave any vehicles/equipment unattended with the motor running.

19.14 All employees or agents of the Contractor who are assigned to drive in or operate vehicles shall at all times possess and carry valid vehicle/operator's licenses, as applicable which are required for the operation of such vehicles.

20. General Personnel Requirements

20.1 Horticulturally skilled workers, trained and experienced in accepted nursery practices shall perform the planting. The work shall be done under the supervision of a qualified planting supervisor demonstrating a background in landscape operations. It is required that the planting supervisor be a Massachusetts Certified Arborist, Massachusetts Certified Landscape Professional, Massachusetts Certified Horticulturist, and/ or an I. S. A. Certified Arborist.

20.2 The Contractor shall supply sufficient personnel to perform the work in accordance with the applicable specifications and conditions listed herein. The Contractor shall employ only qualified, competent personnel to do the work; and whenever the City shall notify the Contractor in writing, that a person in charge of, or on the work site, is incompetent, unfaithful, disorderly, unsafe, under the influence of liquor and/or drugs, using insolent or improper language or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this contract, such persons shall no longer be assigned by the Contractor to perform work called for under the terms of this contract. The Contractor is responsible for administering any drug/ alcohol testing of his employees as required by State and Federal agencies. The Contractor must inform the City with proper documentation that such random testing was performed.

20.3 All Contractor personnel shall be dressed and be provided by the Contractor suitable work and safety clothing at all times. Clothing must contain the Contractor's name and logo making them identifiable to the public.

20.4 The Contractor shall provide his employees with all safety belts, helmets, eye and hearing protection and any other equipment defined as safety items by OSHA and ANSI.

20.5 Each worker shall be experienced and highly qualified with necessary planting work skills to successfully complete this contract. Said skills shall also include worker safety and ability to be in compliance with current OSHA and ANSI standards.

20.6 In the event that the Contractor and/or his employees are found to be in violation of applicable safety requirements, the Contractor will be so notified by the Contract Supervisor or persons designated by him, and said person(s) may order that work be stopped until any and all such violations are corrected.

20.7 The Contractor and his employees shall at all times conduct themselves in an appropriate manner. The City expects that all employees of the Contractor will interact with the public in a polite and professional manor. If the Contractor or his employees are not able to answer a question or satisfy a citizen request, then the Contractor shall refer the citizen to the Contract Supervisor as well as contact the Contract Supervisor right away.

21. Crew Definitions and Requirements

21.1 Crew Leader – The lead individual on all two person or greater crews. The Crew Leader must have five years of tree and shrub planting experience and general vegetation management experience. Must possess a valid operator's license to operate the equipment they are using. Must have a minimum of three years prior experience handling and installing bare root trees.

21.2 Laborers(s) – The individual(s) responsible to assist the Crew Leader during all operations. The Laborer must have prior experience in assisting in tree and shrub planting experience and general vegetation management experience. Must possess a valid driver's license and the required skills to operate the vehicle they are assigned to, as applicable.

21.3 Backhoe operator – The individual responsible for operating any required backhoe or equivalent equipment. Must have experience in the use and safe operation of the backhoe. Must possess a valid Commercial driver's license and any other licenses required by the State of Massachusetts.

21.4 Supplemental Crew Member – A Supplemental Crew Member is one individual worker possessing a valid driver's license. At the City's discretion they may add additional crew members to any other crew. This person may be required to perform all manners of work as outlined in this document. This item only applies to work designated to be completed at an hourly basis.

22. Materials and Supplies

22.1 Mulch

22.1.1 Shall be uniform in color, a good reddish brown color.
22.1.2 The composition of the shredded pine bark material shall not exhibit a noticeable degree of any color change characteristics when wet.
22.1.3 Insect and disease free of anything that would be harmful to all trees being installed.
22.1.4 The shredded pine bark mulch material shall not have an unpleasant odor to it.
22.1.5 Prior to the contractor ordering shredded pine bark mulch material, the contractor shall submit to the Contract Supervisor, at the contractor's expense, one cubic foot sample of the shredded pine bark mulch material. The contractor shall not order any delivery of the shredded pine bark mulch material until the contractor's sample has been inspected and approved by the Contract Supervisor.
22.1.6 If the Contract Supervisor disapproves of the sample submitted by the contractor, then the contractor shall continue at no expense to the City, to obtain other sources of pine bark mulch material as specified until the contractor's sample of such material, meets with the Contract Supervisor's approval.

22.2 Mycorrhizal Fungal Transplant Inoculant

22.2.1 Biologically active soil conditioner that is applied to the root zone of trees and shrubs at planting time.
22.2.2 Contains a minimum of five species of mycorrhizal fungi and six species of beneficial bacteria.
22.2.3 Contains hydrogel to trap and hold water.

22.3 Fertilizer

22.3.1 A fully soluble product that can be applied by liquid soil injection
22.3.2 Must have a guaranteed analysis of 11-22-22 (N-P-K) or 27-9-9 (N-P-K), the Contract Supervisor will determine which formulation will be used
22.3.3 Must be specifically made for trees and shrubs.

22.4 Root Control Barrier

22.4.1 Root Control Barrier for installation alongside hardscape structures such as sidewalks is to be a physical and chemical barrier zone to restrict vegetative root encroachment

22.4.2 Product shall consist of a flexible fabric material with nodules of trifluralin that slowly release root control chemical over time.

22.4.3 The City recommends Typar BioBarrier or approved similar product.

22.5 Water

22.5.1 Water shall be free from impurities injurious to plant growth.
22.5.2 The Contractor shall be responsible to furnish its own supply of water to the site.
22.5.3 Contractor may get water from a City of Newton fire hydrant only with the approval of the City's Water and Sewer Department. The contractor will be responsible for following all the procedures and requirements set by the Water and Sewer Department. The Water and Sewer Department will provide the Contractor with a meter and will charge the contractor a fee for the water and meter. It is the responsibility of the Contractor to obtain this information.

22.6 Contractor Supplied Trees

22.6.1 When requested the Contractor is to provide tree for planting.
22.6.2 Contractor supplied trees are to meet all applicable ANSI Standards for Nursery stock and be good quality in viable condition as determined by the Contract Supervisor.
22.6.3 The City does not guarantee it will accept substitutions. The City will require that the Contractor try every means possible to obtain the specified trees.

22.7 Drip Irrigation bag

22.7.1 To be constructed of a flexible watertight material
22.7.2 Holding capacity of a minimum of 20 gallons
22.7.3 Must have opening in top for filling.
22.7.4 Must have small holes in bottom that slowly releases water
22.7.5 Rate of complete water release must be no quicker than 5 hour following complete fill.

23. Tree Removal Procedures and Quality Control

23.1 Trees to be removed will be marked for removal by the Contract Supervisor. The Contract Supervisor will inform the removal crew the manor of the marking, which will typically be a small metal tag with a number, or orange paint.

23.2 No tree is to be removed unless marked. If no mark is found on the tree the Contractor's crew must notify the Contract Supervisor and wait for further instructions.

23.3 Removal of an incorrect tree or an unmarked tree will result in the Contractor being assessed a penalty of three times the monetary value of the tree removed as determined by the Contract Supervisor and may result in termination of the Contract.

23.4 Trees or part of trees designated to be removed shall be felled and all leaves, branches and trunks of trees properly disposed of by chipping or removal from the premises.

23.5 Trees are to be felled in such a manner that does not injure trees to be saved or endangers or harms the public and adjacent property.

23.6 Removal of all parts of each tree, excluding the stump, shall be completed on the same day that the removal process is started, including the trunk (or butt) of the tree.

23.7 The Contract supervisor will indicate the size of the tree to the Contractor's crew on the work order. If the Contractor disputes the size of the tree they must bring this to the attention of the Contract Supervisor PRIOR to the removal of the tree. If there is a dispute over the size of the tree the Contract Supervisor will measure the tree with the Contractor present.

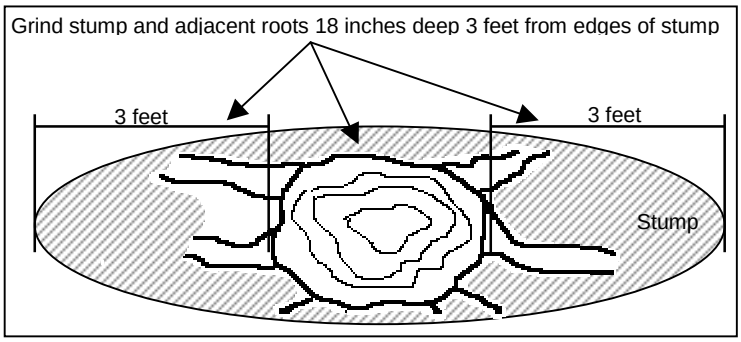
24. Stump Grinding/ Removal Procedures and Quality Control

24.1 Unless otherwise noted stump removal shall be included with the removal of all trees. All stump removal shall conform to the specifications of this section.

24.2 The grinding and/ or removal of stumps and roots shall apply only to the portion of the stump and roots located on City property that is located in non paved areas not covered by impervious surfaces.

24.3 Removal of the stump shall mean the grinding or excavating of all portions of the tree remaining above ground and some below ground portions following the removal of the trunk and crown of the tree. This includes ALL surface roots.

24.4 The stump and roots (below and above ground) within three feet of the stump edges must be removed to a depth of 18 inches below the surrounding grade. See diagrams below.



24.5 All chips and debris are to be shoveled from the remaining void or hole. No stump grindings are to remain.

24.6 The void left after grinding or removal shall be immediately backfilled and graded with loam to two inches above surrounding grade to allow for settling and shall be raked smooth.

24.7 The loamed area shall be seeded with an all purpose grass seed to be approved by the Contract Supervisor.

24.8 The Contractor shall be responsible for removal and disposal of the stump and all related debris.

25. Removal and Disposal of Tree and Woody Vegetation Debris

25.1 The Contractor shall be responsible for the immediate removal of all debris resulting from the work at each job site. Each job site is to be left in a condition equal to that which existed prior to the execution of work order. The Contractor shall be solely responsible for disposal of all tree debris.

25.2 The City reserves the right to retain all debris, chips and wood from work completed on City of Newton trees at no cost to the City. The City reserves the right to use this material in any way it sees fit.

26. Pavement Removal

26.1 Certain locations will require the removal of pavement to allow excavation of the planting holes.

26.2 Pavement includes, cement, bituminous concrete and other similar substances.

26.3 Locations to be cut will be marked in the field prior to planting trees.

26.4 All areas where pavement will be removed will be marked in the field by white marking paint. All edges are to be cut with clean cuts using a saw and are to be strait as marked on the pavement.

26.5 The Contractor shall be responsible for the disposal of all excavated pavement off site, at the contractor's expense.

26.6 All dust, debris and deposits (including any residue from wet-saw cutting) left behind from the cutting and excavating operation shall be cleaned up immediately following the installation of the tree.

26.7 Removal of pavement will be paid for per a square foot removed basis.

27. Tree Grate and Guard Removal

27.1 From time to time prior to the planting of trees and/or at locations with existing trees the City may require that metal tree grates and tree guards be removed

27.2 The Contractor will be paid for the removal of each individual location where a grate and/ or guard is removed.

27.3 Removal shall be done in such a manner that does not damage an existing tree to remain with whatever tools and equipment the Contractor deems necessary and is approved by the Contract Supervisor.

27.4 The disposal of the grate and/or guard shall be the sole responsibility of the Contractor. The City reserves the right to keep the grate and/or guard as it deems necessary.

27.5 After removing the grate and/or guard each planting pit is to be weeded and cleaned of all debris.

27.6 Bark mulch is to be replaced in the pit to a level that meets the surrounding grade/ sidewalk surface.

27.7 The cost of cleaning, weeding and mulching is to be included in the unit price of removing the grate and/or guard.

28. Plant Material Handling

28.1 Plants shall be handled and transported so as to prevent damage of any sort including but not limited to breakage of branches, scraped or bruised trunk, or broken root ball and roots

28.2 Plants shall be protected during storage, and transportation by watering, covering, as necessary to ensure their continued health and viability.

28.3 When plants cannot be transported and planted immediately upon being dug they shall be stored and protected from desiccation and extremes in temperature by being heeled-in, watered, and covered.

28.4 Special care shall be taken to insure that the roots of bare root plants are not damaged and allowed to dry out during the course of a work day.

28.5 Bare root plants are to be removed from the City's holding area on a daily basis. Only the plants that can be planted in the course of a normal work day should be removed from the holding area.

28.6 Bare root plants are held in a woodchip mulch while waiting to be planted and are watered regularly to maintain root health. The Contractor will be expected to remove the trees from this mulch prior to bringing the plants to the planting location. Care shall be taken to not damage any of the roots during the removal process. Damaged roots/ plants will be the responsibility of the Contractor.

28.7 The City will work with the Contractor to determine the best method to insure that the roots of bare root plants are not damaged and do not dry out during the course of the planting process.

28.8 It is expected that plants removed from the woodchip mulch will be immediately placed in large plastic bags provided by the City and left in these bags until immediately before installation.

28.9 Bare root plants are to be placed on a trailer, truck or other equipment gently and in a manner that does not damage any portion of the tree. Once placed they are to be covered in such a manner that sun light does not shine on the roots of the plant and the branches are protected from wind damage.

28.10 At no time shall the roots of bare root plants be exposed to direct sunlight, wind and drying out. Plants are to be covered immediately after removal from the woodchip mulch and not uncovered until immediately prior to

installation. While sitting waiting to be installed plants and associated roots must be covered and protected from light and drying out.

28.11 Periodically throughout the day the roots of bare root plants are to be misted with water. The frequency for this misting will be determined by the Contract Supervisor based on current weather conditions and plant needs.

28.12 If it is determined that poor handling and neglect has caused a plant to die or not establish the Contractor shall be responsible for the cost of replacing the plant including the cost of purchase, cost to remove dead plant and cost to install new plant. As well as potential contract termination.

29. Planting Hole Preparation

29.1 Remove all soil, where present, from above the root flare to expose the top-most root where it emerges from the trunk, and measure the distance between the top-most root and the bottom of the root ball or root mass.

29.2 Hole shall be dug about 10% shallower than this depth and at least two times the width of the ball or in the case of bare root at least one foot further than the longest roots.

29.3 When planting holes are dug using mechanical means, i.e. backhoe, excavator, auger, etc., and the side walls of the pits become plastered or glazed, the plastered or glazed surface shall be properly scarified.

29.4 Surplus excavation and unsuitable material from the planting holes shall be disposed of by the contractor and to the satisfaction of the Contract Supervisor.

30. Plant installation

30.1 Add and mix Mycorrhizal Fungal Transplant Inoculant with moisture retention material to the planting hole sub grade per manufacturer's recommendations.

30.2 Set plants to line and grade as shown in the drawings, with 10% of the root ball (typically 2 inches) higher than the sidewalk surface or finish grade, centered in the planting pit, and plumbed straight.

30.3 Root balls with wire baskets must be completely cut off the sides of the root ball, leaving the bottom of the wire basket in place. DO NOT PULL WIRES OUT FROM UNDER THE ROOT BALL.

30.4 Root balls with synthetic containers or synthetic burlap must be completely removed from the root ball.

30.5 Fill hole about 1/3 full and gently slice a shovel down into the backfill 15 to 25 times all around the tree. Do NOT step firmly in the backfill soil because this could compact it and restrict root growth. Be careful not to damage the trunk or roots in the process.

30.6 Remove or lay back top 2/3 of burlap off the root ball. DO NOT PULL BURLAP OUT FROM UNDER THE ROOT BALL. Cut and remove all rope. Remove all non-biodegradable root ball materials, if present.

30.7 Water the first third of soil to settle and eliminate air pockets. Backfill the remainder of the pit in layers not to exceed six 6 inches. Water soil to settle. Fill in any holes or depressions with additional backfill soil. When the hole is filled with soil the root ball should remain approximately 2 inches above the backfill soil. The top of the root ball is not to be covered by the backfill soil.

30.8 Form a 3 to 4 inch deep saucer around the plant as shown in the drawings.

30.9 After bringing soil in the planting hole to grade and forming the planting saucer, thoroughly soak the planting hole by repeatedly filling it with water to the full depth of the saucer, allowing the water to completely percolate into the soil between fillings.

31. Drip Irrigation Bag Installation

31.1 Immediately following the planting of the plant a the drip irrigation bag is to be installed per the manufactures instructions.

31.2 Drip irrigation bag is to be placed around the trunk in a fashion that centers the trunk in the middle of the bag.

31.3 Opening for filling shall be situated in a way that makes filling the easiest. Typically this will be facing a roadway.

32. Root Control Barrier Installation

32.1 Cut a trench 2-4 inches wide and at least 10 ft. long centered on the root source and adjacent to the structure using clean-cutting trench digging equipment (See figure 1).

32.2 Roll out the Root Control Barrier and trim the length of the trench (See figure 2).

32.3 Remove the paper backing from tape located on one edge of the ll"x30' Installation strip (See figure 3)

32.4 Place taped edge of strip between the first and second row of nodules starting at one end of the Root Control Barrier and press firmly to ensure good adhesion (See figure 4).

32.5 Place installation strips approximately 2.5 ft. apart the entire length of Root Control Barrier.

32.6 Use strips to lower Root Control Barrier into the trench and position the top edge of the fabric I inch (25mm) below the surface by folding the top edge of the strip over onto the flat soil or hardscape next to trench (See FIGURE 5).

32.7 Anchor the Root Control Barrier by stapling the dark gray strips into the soil using staples provided, or by putting soil on top to hold in place; tamp backfill firmly and remove dark gray strips after job is complete.

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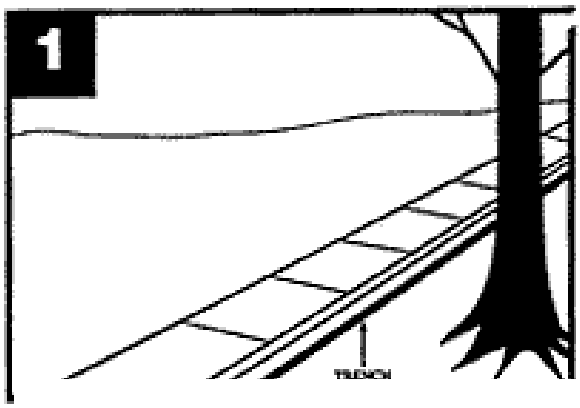
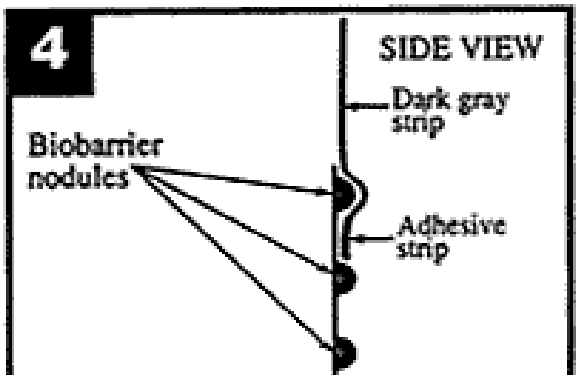
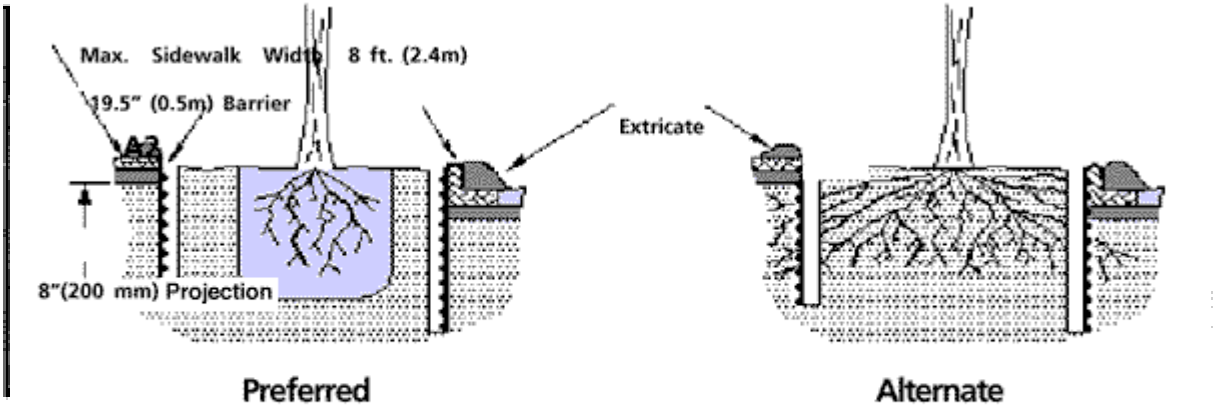
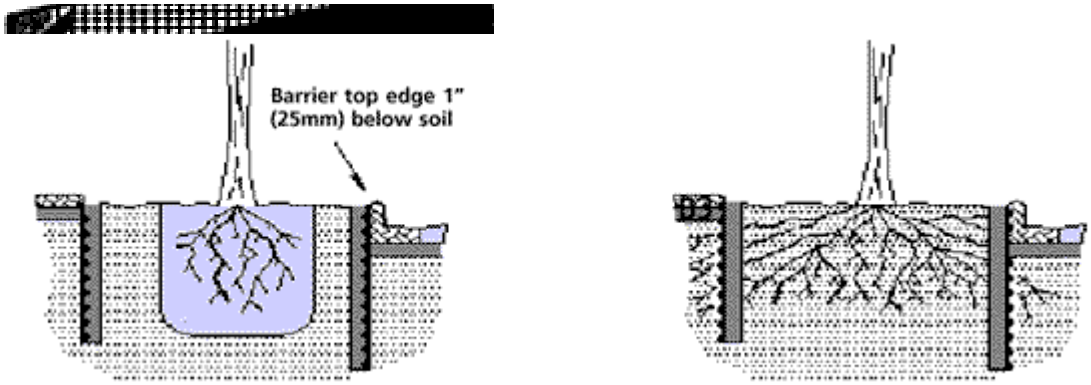






For maximum protection in high organic soils (>10%), with aggressive root species (especially a retrofit installation) &/or in close proximity to olefin plastics, spray, saturate trench walls with liquid trifluralin. Mix or fill trench with sand or gravel.



33. g

33.1 After placing each layer of planting mix, thoroughly water the planting mix in place, without disturbing or "puddling" the mix.

33.2 After bringing soil in pit to grade and forming the planting saucer, thoroughly soak the tree pit by repeatedly filling the pit with water to the full depth of the saucer, allowing the water to completely percolate into the soil between fillings.

33.3 All plants are to be watered based on the following schedule unless otherwise noted by the Contract Supervisor.

33.4Trees planted during Fall planting season must be watered as follows:

33.4.1 From time of installation until November 25th water twice a week by filling drip irrigation bag approximately halfway full.

33.4.2 From March 15th (our ground thaw whichever comes last) till May 31st water twice a week by filling drip irrigation bag approximately halfway full.

33.4.3 From June 1st till November 25th water once a week by filling drip irrigation bag completely full. During extremely dry seasons each tree will require 20 gallons per week applied in two separate waterings. (For example one tree will require (2) waterings per week. The first watering on Monday at 10 gallons and the second watering on Thursday at 10 additional gallons.)

33.5Trees planted during Spring planting season must be watered as follows:

33.5.1 From time of installation until July 31st water twice a week by filling drip irrigation bag approximately halfway full.

33.5.2 From August 1st till November 25th water once a week by filling drip irrigation bag completely full. During extremely dry seasons each tree will require 20 gallons per week applied in two separate waterings. (For example one tree will require (2) waterings per week. The first watering on Monday at 10 gallons and the second watering on Thursday at 10 additional gallons.)

33.5.3 From March 15th (our ground thaw whichever comes last) till June 1st water once a week by filling drip irrigation bag completely full. During extremely dry seasons each tree will require 20 gallons per week applied in two separate waterings. (For example one tree will require (2) waterings per week. The first watering on Monday at 10 gallons and the second watering on Thursday at 10 additional gallons.)

33.6 The Contractor shall provide the City with a schedule of watering which will be performed showing which plants will be watered each day of the week.

33.7 The watering crew is to report daily, to the City designated Contract Supervisor, by phone or in person as to the locations they will be watering that day.

33.8 The watering crew will be provided with a GPS tracking device as means to insure that each location is watered as provided in the schedule and as required per the specifications of this section.

33.9 Failure to notify or perform watering per the schedule will be considered failure to water, and will result in loss of payment for watering.

33.10 All work injured or damaged due to the lack of water, or the use of too much water, shall be the Contractor's responsibility to correct.

33.11 Payment for watering newly planted plants shall be based on the unit price on the bid form per each time watering as confirmed through use of GPS as outlined in this section.

33.12 The City may opt to have additional watering performed on an hourly basis. The Contractor shall be notified prior to hourly watering taking place. The watering of trees under the establishment period will not be paid for on an hourly basis.

33.13 Hourly watering will be performed as directed by the Contract Supervisor during normal business hours.

33.14 The Contractor is to provide a watering truck and water as outlined in the equipment section and materials and supplies section.

34. Mulching

34.1 Apply a three inch layer of mulch (after settlement) around plants. This area shall be at six feet in diameter around the trunk of the plant, unless otherwise specified by the Contract Supervisor. Mulch shall not come in contact with the trunk of the plant or the root flare. Mulch should be two to three inches from the trunk.

34.2 Place mulch immediately after planting. No planting areas shall be left for any longer than thirty minutes without mulch. No mulch material shall be applied prior to the initial watering of plant.

34.3 From time to time the City may require additional mulch at various tree locations and existing planting beds citywide. Mulch is to be applied as outlined in this section.

34.4 When the City opts to mulch existing trees and planting beds the contractor is to remove all existing unwanted vegetation (i.e. weeds) and debris.

34.5 Mulch installation at existing trees or planting beds shall be paid for on per square foot basis 3 inches in depth.

35. Pruning

35.1 The pruning of plants shall consist of removing dead or injured branches and removing interfering branches, etc. Never cut a leader or "turkey tail"; trim lateral branches.

35.2 Care shall be taken to preserve the natural shape and character of the various plants.

35.3 All pruning shall be performed by qualified personnel with tools and equipment specifically designed for the type of pruning work to be performed.

35.4 In tree the Contractor is to encourage apical dominance by removing co-dominant leaders as required leaving only one central leader.

35.5 Pruning shall be performed whether immediately before or within forty-eight (48) hours after the trees are set in.

35.6 When, in the opinion of the Contract Supervisor, trees have been weakened by failure to prune within the forty-eight (48) hour period, or where pruning has been improperly done, then the Contract Supervisor may order remedial measures to be taken or rejection of such trees.

36. Fertilization

36.1 Apply fertilizer per manufacturers recommendations.

36.2 The City shall determine which formulation of the fertilizer is to be used

36.3 Fertilizer is to be applied through liquid injection methods using contractor supplied equipment and materials.

37. Restoration of work areas and cleanup

37.1 All areas damaged during the process of the work shall be the responsibility of the contractor and who shall restore the disturbed and damaged areas to a condition satisfactory to the Contract Supervisor. This may include, but not be limited to tilling, grading, paving, fertilizing, mulching, etc.

37.2 The contractor shall also be responsible for any other damage caused by his or her process of work operations and shall dispose of all rubbish, excess soil, etc., as directed by the Contract Supervisor, all of which shall be done at no expense to the City of Newton.

38. Establishment Period

38.1 Tree care shall begin immediately after each plant is planted to ensure the viability of the tree throughout the Establishment Period and shall include, but is not limited to, the following throughout the Establishment Period.

a) straightening
b) watering
c) mulch replacement
d) weeding
e) pruning
f) treating for insect pests and diseases

38.2 The length of the Establishment Period is as follows:

38.2.1 Fall planted plants – for approximately 12 to 13 months. From installation until the following November 25th.

38.2.2 Spring planted plants – for approximately 12 to 13 months from installation until the following June 1st.

38.3 Plants shall be straightened, watered, mulched, weeded, pruned, sprayed and treated for insect pests and diseases, fertilized, cultivated and otherwise cared for, and shall be protected until final acceptance of the project.

38.4 The Contractor shall meet with the City semi-annually during the Establishment Period to inspect the plantings and shall take immediate action to identify potential problems and undertake corrective measures. If required, the Contractor shall engage professional specialists such as arborists and horticulturists to inspect plant materials, identify problems, recommend and carry out remedial procedures.

38.5 Defective work shall be corrected immediately after becoming apparent, weather and season permitting. Plants that die during the Establishment Period shall be removed at once regardless of the cause of death at no additional charge to the City. Replacement of dead trees will be done immediately if during the specified installation season. If dead tree has been removed out of planting season, the contractor shall wait until the beginning of the subsequent planting season, at which time the replacement tree will be planted. If tree to be replaced is a fall hazard species the contractor shall wait until the beginning of the spring planting season, at which time the replacement tree will be planted.

38.6 The Contractor will be responsible for all labor, equipment and materials cost associated with the planting of the replacement plants when it has been determined that the plant did not receive proper watering and establishment care as outlined in this document. When this determination has been made the Contractor shall not be entitled to any further payment for the planting of the replacement plant outside of the payment for the original plant installation.

38.7 The Contractor shall not be entitled to payment of the establishment period bid item for the specific locations where the trees have been deemed unacceptable.

38.8 At the end of the Establishment Period, the Contractor and the City will meet to inspect the plants to determine if they are acceptable. To be accepted, the work must be in like-new condition. Each tree must exhibit the form typical to its species with at least 75% of its original canopy viable. Any plant that has lost its leader will be rejected.

38.9 At the end of the Establishment Period All weeds in pit must be removed old mulch removed and new mulch installed per the specifications of this contract.

38.10 At the end of the Establishment Period Each tree must be free of dead branches and shall be pruned for good structure based on industry standards and as directed by the Contract Supervisor.

38.11 Based on the inspection, the City will prepare a list of deficiencies in the work. When the deficiencies are corrected to the City's satisfaction, the City will issue a written notice that the Establishment Period has ended.

38.12 Immediately prior to the end of the Establishment period each tree shall be fertilized per the specifications of this contract. The Contractor is to notify the Contract supervisor regarding the fertilization schedule prior to the work and provide proof the work has taken place as

38.13 Once the Contractor has received the Notice ending the Establishment period the contractor may invoice the City for the Establishment based on the per plant cost bid item, equal to the number of plants actually planted, and found acceptable.

39. Guarantee Period

39.1 The City shall have the option to purchase an additional one year guarantee on all trees.

39.2 This guarantee shall guarantee that all trees shall be in good health and flourishing condition one year (1) from the date the Establishment Period is complete.

39.3 During the Guarantee Period the Contractor shall meet with the City semi-annually to inspect the plantings and shall take immediate action to identify potential problems and undertake corrective measures. If required, the Contractor shall engage professional specialists such as arborists and horticulturists to inspect plant materials, identify problems, recommend and carry out remedial procedures.

39.4 During the Guarantee Period the Contractor shall provide tree care as required to produce an acceptable planting at the Final Inspection. To be found acceptable at that time each tree shall have been established in place for one (1) year, shall show at least 75% healthy growth and shall have the natural character of its species as determined by the City.

39.5 Trees found unacceptable or dead at any time during the guarantee period shall be removed promptly from the site regardless of cause of death at no additional charge to the City.

39.6 The Contractor shall not be entitled to payment of the guarantee bid item for the specific locations where the trees have been deemed unacceptable.

39.7 When dead or unhealthy plants (except when caused by vandalism or other on natural activity) are removed and replaced, per the specifications of this contract the plants will be purchased and paid for by the City. The Contractor will be responsible for all labor, equipment and materials cost (with the exception of the plant) associated with the planting of the replacement plant. The Contractor shall not be entitled to any further payment for the planting of the plant outside of the payment for the original plant installation.

39.8 At the end of the Guarantee Period, the Contractor and the City will meet to inspect the trees to determine they are acceptable. To be accepted, each tree must exhibit the form typical to its species with at least 75% of its canopy viable. It must demonstrate reasonable growth and vigor, as determined by twig and branch growth. Any tree that has lost its leader will be rejected. Based on the inspection, the City will prepare a list of deficiencies in the work. When the deficiencies are corrected to the City's satisfaction, the City will issue a written notice ending the guarantee period. Once the Contractor has received the Notice ending the Guarantee period the contractor may invoice the City for the Guarantee based on the per tree cost bid item, equal to the number of trees actually planted and found acceptable.

MEASUREMENT AND PAYMENT

40. Measurement

40.1 The work of this section shall be measured by the actual unit of work for each bid item completed as authorized by the City. This includes but is not limited to tree removal, and other vegetation management services throughout the City of Newton.

41. Payment

41.1 Payment for work of this contract shall be made at the respective contract unit prices. No separate payment shall be made for any labor, equipment, and materials incidental to work of this contract, including but not limited to construction signs, disposal of debris, and restoration or replacement of lawns, shrubs, trees or other improvements to remain, as necessary to complete the work of this section. Quantities are given for the bid purposes only. Payment

will be made on the actual quantities of work authorized by the Contract Supervisor and satisfactorily performed by the Contractor.

41.2 The quantities named in these specifications are given for the sole purpose as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for within these specifications.

41.3 Billing for the work under this contract is to occur monthly unless otherwise indicated, at the City's discretion. Invoices are to be itemized based on the unit prices on the bid sheet. All invoices are to be accompanied by weekly prevailing wage certified payroll sheets.

41.4 Each month the Contractor is to electronically send a draft invoice to the Contract Supervisor prior to sending the actual invoice. The Contract Supervisor will review the draft and make any necessary corrections and return it back to the Contractor. At which time the Contractor is to submit the actual invoice.

42. Bid Items

1. Installation of City provided BARE ROOT tree 0-1.0" Caliper in size
2. Installation of City provided BARE ROOT tree 1.1"-2.5" Caliper in size
3. Installation of City provided Balled and Burlap tree 0"-2.0" Caliper in size
4. Installation of City provided Balled and Burlap tree 2.1"-3.5" Caliper in size
5. Installation of City provided Balled and Burlap tree 3.5"-5.0" Caliper in size
6. Installation of City provided Balled and Burlap tree 5.1"-7.0" Caliper in size
7. Installation of City provided containerized tree 0-3" Caliper in size
8. Installation of City provided plant (non tree) container sizes #1 through #2
9. Installation of City provided plant (non tree) container sizes #3 through #5
10. Installation of City provided plant (non tree) container sizes #6 and greater
11. Installation of City provided plant (non tree) Balled and Burlap 1'-3' tall
12. Installation of City provided plant (non tree) Balled and Burlap 3.1'-5' tall
13. Installation of City provided plant (non tree) Balled and Burlap 5.1'-7' tall
14. Installation of City provided plant (non tree) Balled and Burlap 7.1' tall and greater
15. Furnish and install Amelanchier laevis 'Cumulus' (Cumulus Serviceberry, tree form) 2-2½" Caliper
16. Furnish and install Fraxinus pennsylvanica 'Patmore' (Patmore Green Ash) 2-2½" Caliper
17. Furnish and install Malus 'Spring Snow' (Spring Snow Crabapple) 2-2½" Caliper
18. Furnish and install Ostrya virginiana (American Hophornbeam) 2-2½" Caliper
19. Furnish and install Platanus x acerifolia 'Bloodgood' (Bloodgood London Planetree) 2-2½" Caliper
20. Furnish and install Pyrus calleryana 'Chanticleer' (Chanticleer Callery Pear) 2-2½" Caliper
21. Furnish and install Quercus rubra (Red Oak) 2-2½" Caliper

22. Furnish and install Syringa reticulata ‘Ivory Silk’ (Ivory Silk Tree Lilac) 2-2½” Caliper

23. Furnish and install Tilia tomentosa (Silver Linden) 2-2½” Caliper

24. Furnish and install Zelkova serrata (Zelkova) 2-2½” Caliper

25. Root Control Barrier per installed location per specifications

26. Bark Mulch, Furnished and Placed per specifications for newly installed plant

27. Bark Mulch, Furnishing and placed per specifications around existing trees or planting bed.

28. Removal of Pavement, per square foot,

29. Watering, per newly planted plant per application, per the specifications for new plantings

30. Establishment period, per installed plant

31. One Year Guarantee, starting following Establishment period , per installed plant

32. Tree Removal including Stump 0”-3” – The removal of a tree between 0” to 3” inches in D.B.H. including the stump as defined in this document.

33. Tree Removal including Stump 3.1”-7.0” – The removal of a tree between 4” to 7” inches in D.B.H. including the stump as defined in this document.

34. Tree Grate and Guard Removal per location per specifications

35. Fertilizer application as defined in this document to established tree 0” to 4” in caliper, per tree

36. Fertilizer application as defined in this document to established tree 4.1” to 8” in caliper, per tree

37. Backhoe Standard Rate – Hourly work completed by this equipment as defined in this document during Standard Hours.

38. Backhoe Overtime Rate – Hourly work completed by this equipment as defined in this document during Overtime Hours.

39. Medium Duty Dump Truck Standard Rate – Hourly work completed by this equipment as defined in this document during Standard Hours.

40. Medium Duty Dump Truck Overtime Rate – Hourly work completed by this equipment as defined in this document during Overtime Hours.

41. Dump Truck Standard Rate – Hourly work completed by this equipment as defined in this document during Standard Hours.

42. Dump Truck Overtime Rate – Hourly work completed by this equipment as defined in this document during Overtime Hours.

43. Water Truck Standard Rate – Hourly work completed by this equipment as defined in this document during Standard Hours.

44. Water Truck Overtime Rate – Hourly work completed by this equipment as defined in this document during Overtime Hours.

45. Supplemental Crew Member Standard Rate – Hourly work completed by a Supplemental Crew Member as defined in this document during Standard Hours.

46. Supplemental Crew Member Overtime Rate – Hourly work completed by a Supplemental Crew Member as defined in this document during Overtime Hours.

END OF SECTION

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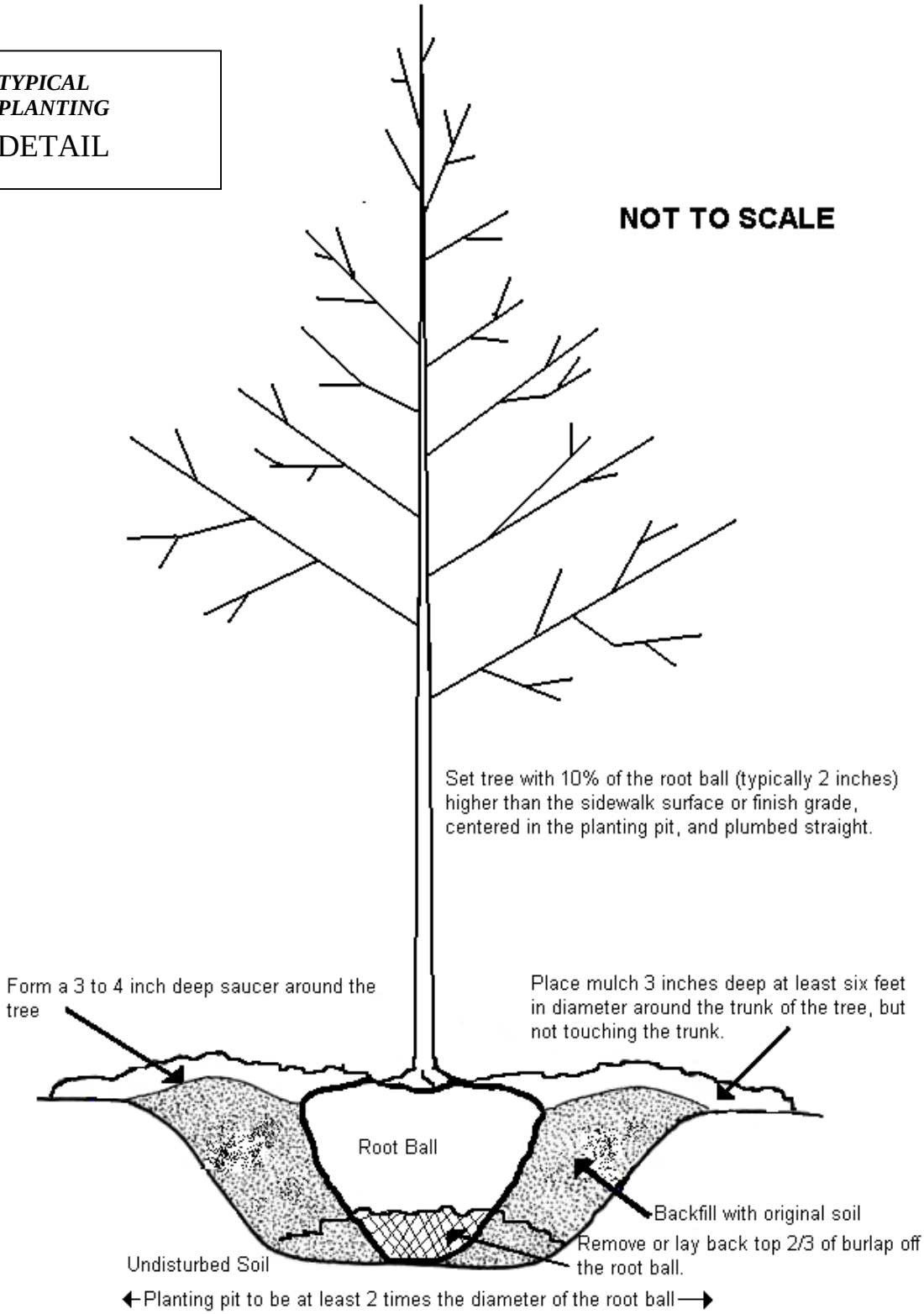
TYPICAL PLANTING

DETAIL



END OF SECTION

CITY OF NEWTON

MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

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.

David B. Cohen Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

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; or b) 1 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:

1. 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 151B). (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

IV.

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.

V.

1. At the discretion of the City, there may be 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 Lake 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 therefrom 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 151B 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 investigation, 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 judgement 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 11 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 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 have 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.

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 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. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.

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. c 149, 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. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

END OF SECTION

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

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: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2008	$42.260				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2008	$42.330				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2008	$42.450				
ADS/SUBMERSIBLE PILOT	08/01/2009	$102.480	08/01/2010	$107.460	08/01/2011	$112.980
AIR TRACK OPERATOR	06/01/2009	$46.850	12/01/2009	$47.850	06/01/2010	$48.850
	12/01/2010	$50.100	06/01/2011	$51.100	12/01/2011	$52.350
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	06/01/2009	$39.250	12/01/2009	$40.250		
ASPHALT RAKER	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2009	$57.410	12/01/2009	$58.530	06/01/2010	$59.780
	12/01/2010	$61.030				
BACKHOE/FRONT-END LOADER	06/01/2009	$57.410	12/01/2009	$58.530	06/01/2010	$59.780
	12/01/2010	$61.030				
BARCO-TYPE JUMPING TAMPER	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2009	$46.850	12/01/2009	$47.850	06/01/2010	$48.850
	12/01/2010	$50.100	06/01/2011	$51.100	12/01/2011	$52.350
BOILER MAKER	10/01/2008	$54.800				

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

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2009	$67.120	02/01/2010	$68.010	08/01/2010	$69.910
	02/01/2011	$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

BULLDOZER/GRADER/SCRAPER	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2009	$47.250	12/01/2009	$48.250	06/01/2010	$49.250
	12/01/2010	$50.500	06/01/2011	$51.500	12/01/2011	$52.750
CAISSON & UNDERPINNING LABORER	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
CAISSON & UNDERPINNING TOP MAN	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
CARBIDE CORE DRILL OPERATOR	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
CARPENTER	03/01/2009	$52.770				

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THE COMMONWEALTH OF MASSACHUSETTS
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DIVISION OF OCCUPATIONAL SAFETY

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GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

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: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

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						
CEMENT MASONRY/PLASTERING	08/01/2009	$65.510	02/01/2010	$66.200	08/01/2010	$67.670
	02/01/2011	$68.440	08/01/2011	$70.060	02/01/2012	$70.830
CHAINSAW OPERATOR	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2009	$57.410	12/01/2009	$58.530	06/01/2010	$59.780
	12/01/2010	$61.030				
COMPRESSOR OPERATOR	06/01/2009	$47.070	12/01/2009	$47.890	06/01/2010	$48.810
	12/01/2010	$49.740				
DELEADER (BRIDGE)	07/01/2009	$62.260	01/01/2010	$63.410		
DEMO: ADZEMAN	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2009	$47.100	12/01/2009	$48.100	06/01/2010	$49.100
	12/01/2010	$50.350	06/01/2011	$51.350	12/01/2011	$52.600
DEMO: BURNERS	06/01/2009	$46.850	12/01/2009	$47.850	06/01/2010	$48.850
	12/01/2010	$50.100	06/01/2011	$51.100	12/01/2011	$52.350
DEMO: CONCRETE CUTTER/SAWYER	06/01/2009	$47.100	12/01/2009	$48.100	06/01/2010	$49.100
	12/01/2010	$50.350	06/01/2011	$51.350	12/01/2011	$52.600
DEMO: JACKHAMMER OPERATOR	06/01/2009	$46.850	12/01/2009	$47.850	06/01/2010	$48.850
	12/01/2010	$50.100	06/01/2011	$51.100	12/01/2011	$52.350
DEMO: WRECKING LABORER	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
DIVER	08/01/2009	$75.600	08/01/2010	$78.890	08/01/2011	$82.740
DIVER TENDER	08/01/2009	$60.240	08/01/2010	$62.590	08/01/2011	$65.340
DIVER TENDER (EFFLUENT)	08/01/2009	$79.440	08/01/2010	$82.960	08/01/2011	$87.090
DIVER/SLURRY (EFFLUENT)	08/01/2009	$102.480	08/01/2010	$107.410	08/01/2011	$113.190
ELECTRICIAN	09/01/2009	$64.780	03/01/2010	$66.020	09/01/2010	$67.260
	03/01/2011	$68.490				
APPRENTICE: ELECTRICIAN - Local103						
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						
App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80						
ELEVATOR CONSTRUCTOR	01/01/2009	$63.690	01/01/2010	$65.190	01/01/2011	$66.690
	01/01/2012	$68.190				

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Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

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: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

Classification	Effective Dates and Total Rates					
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4						
Ratio Step 1 2 3 4 5						
1:1 % 50.00 55.00 65.00 70.00 80.00						
Steps 1-2 are 6 mos ; Steps 3-5 are 1 year						
ELEVATOR CONSTRUCTOR HELPER	01/01/2009	$49.830	01/01/2010	$51.330	01/01/2011	$52.830
	01/01/2012	$54.330				
FENCE & GUARD RAIL ERECTOR	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	05/01/2009	$54.780	11/01/2009	$55.890	05/01/2010	$56.990
	11/01/2010	$58.230	05/01/2011	$59.470		
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	05/01/2009	$40.260	11/01/2009	$40.910	05/01/2010	$41.560
	11/01/2010	$42.290	05/01/2011	$43.020		
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	05/01/2009	$56.140	11/01/2009	$57.250	05/01/2010	$58.360
	11/01/2010	$59.610	05/01/2011	$60.860		
FIRE ALARM INSTALLER	09/01/2009	$64.780	03/01/2010	$66.020	09/01/2010	$67.260
	03/01/2011	$68.490				
FIRE ALARM REPAIR / MAINTENANCE	09/01/2009	$52.540	03/01/2010	$53.470	09/01/2010	$54.410
	03/01/2011	$55.330				
FIREMAN (ASST. ENGINEER)	06/01/2009	$51.780	12/01/2009	$52.740	06/01/2010	$53.810
	12/01/2010	$54.890				
FLAGGER & SIGNALER	06/01/2009	$35.800	12/01/2009	$35.800	06/01/2010	$36.800
	12/01/2010	$36.800	06/01/2011	$37.800	12/01/2011	$37.800
FLOORCOVERER	03/01/2009	$58.380				
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						
Steps are 750 hrs.						
FORK LIFT/CHERRY PICKER	06/01/2009	$57.410	12/01/2009	$58.530	06/01/2010	$59.780
	12/01/2010	$61.030				
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2009	$47.070	12/01/2009	$47.890	06/01/2010	$48.810
	12/01/2010	$49.740				
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2009	$51.760	01/01/2010	$52.910		
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						
Steps are 750 hrs.						

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Commissioner of Division of Occupational Safety

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: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

Classification	Effective Dates and Total Rates					
HOISTING ENGINEER/CRANES/GRADALLS	06/01/2009	$57.410	12/01/2009	$58.530	06/01/2010	$59.780
	12/01/2010	$61.030				

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

HVAC (DUCTWORK)	08/01/2009	$62.260	02/01/2010	$63.510	08/01/2010	$64.760
	02/01/2011	$66.010	08/01/2011	$67.260	02/01/2012	$68.510
	08/01/2012	$69.760	02/01/2013	$71.010		
HVAC (ELECTRICAL CONTROLS)	09/01/2009	$64.780	03/01/2010	$66.020	09/01/2010	$67.260
	03/01/2011	$68.490				
HVAC (TESTING AND BALANCING - AIR)	08/01/2009	$62.260	02/01/2010	$63.510	08/01/2010	$64.760
	02/01/2011	$66.010	08/01/2011	$67.260	02/01/2012	$68.510
	08/01/2012	$69.760	02/01/2013	$71.010		
HVAC (TESTING AND BALANCING-WATER)	09/01/2009	$67.480	03/01/2010	$68.730		
HVAC MECHANIC	09/01/2009	$67.480	03/01/2010	$68.730		
HYDRAULIC DRILLS	06/01/2009	$46.850	12/01/2009	$47.850	06/01/2010	$48.850
	12/01/2010	$50.100	06/01/2011	$51.100	12/01/2011	$52.350
INSULATOR (PIPES & TANKS)	09/01/2009	$59.260	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

Steps are 1 year

IRONWORKER/WELDER	03/16/2009	$58.230	09/16/2009	$59.580	03/16/2010	$60.980

APPRENTICE: IRONWORKER - Local 7

Ratio	Step	1	2	3	4	5	6
	%	60.00	70.00	75.00	80.00	85.00	90.00

Structural 1:6; Ornamental 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
LABORER	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600

APPRENTICE: LABORER - Zone 1

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

LABORER: CARPENTER TENDER	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600

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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

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Secretary of Labor and Workforce Development

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

Classification	Effective Dates and Total Rates					
LABORER: CEMENT FINISHER TENDER	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
LABORER: MASON TENDER	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
LABORER: MULTI-TRADE TENDER	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
LABORER: TREE REMOVER	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600

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	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
MARBLE & TILE FINISHERS	08/01/2009	$56.240	02/01/2010	$56.950	08/01/2010	$58.470
	02/01/2011	$59.270	08/01/2011	$60.950	02/01/2012	$61.740

APPRENTICE: MARBLE-TILE-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

Steps are 800 hrs.

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	08/01/2009	$67.160	02/01/2010	$68.050	08/01/2010	$69.950
	02/01/2011	$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

MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	$28.300	07/01/2010	$29.000	07/01/2011	$29.700
MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
MECHANICS MAINTENANCE	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
MILLWRIGHT (Zone 1)	03/01/2009	$54.400				

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

MORTAR MIXER	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	06/01/2009	$41.090	12/01/2009	$41.750	06/01/2010	$42.480
	12/01/2010	$43.220				

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

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LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

Classification	Effective Dates and Total Rates					
OILER (TRUCK CRANES, GRADALLS)	06/01/2009	$43.990	12/01/2009	$44.720	06/01/2010	$45.550
	12/01/2010	$46.380				
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
PAINTER (BRIDGES/TANKS)	07/01/2009	$62.260	01/01/2010	$63.410		

APPRENTICE: PAINTER - 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

Steps are 750 hrs.

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2009	$53.160	01/01/2010	$54.310

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.

APPRENTICE: PAINTER - 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

Steps are 750 hrs.

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2009	$51.220	01/01/2010	$52.370

APPRENTICE: PAINTER - 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

Steps are 750 hrs.

PAINTER (TRAFFIC MARKINGS)	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
PAINTER / TAPER (BRUSH, NEW) *	07/01/2009	$51.760	01/01/2010	$52.910		

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.

APPRENTICE: PAINTER - 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

Steps are 750 hrs.

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2009	$49.820	01/01/2010	$50.970

APPRENTICE: PAINTER - 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

Steps are 750 hrs.

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: 09/01/2009 **Wage Request Number:** 20090901-025 **Page 6 of 10**

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

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: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

Classification	Effective Dates and Total Rates					
PANEL & PICKUP TRUCKS DRIVER	12/01/2008	$42.090				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2009	$60.240	08/01/2010	$62.590	08/01/2011	$65.340
PILE DRIVER	08/01/2009	$60.240	08/01/2010	$62.590	08/01/2011	$65.340

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

PIPEFITTER & STEAMFITTER	09/01/2009	$67.480	03/01/2010	$68.730

APPRENTICE: PIPEFITTER - Local 537

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

**1:3; 3-1.5; 1-10 thereafter Steps are 1 yr; Refrig/AC Mechanic Steps & Hrs Same as above

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	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
PLUMBERS & GASFITTERS	09/01/2009	$67.000	03/01/2010	$68.250		

APPRENTICE: PLUMBER - Local 12

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

**1:2; 2-6; 3-10; 4-14; 5-19 Steps are 1 year; Step 4 w/ license-70; Step 5 w/ license-80

PNEUMATIC CONTROLS (TEMP.)	09/01/2009	$67.480	03/01/2010	$68.730		
PNEUMATIC DRILL/TOOL OPERATOR	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
POWDERMAN & BLASTER	06/01/2009	$47.100	12/01/2009	$48.100	06/01/2010	$49.100
	12/01/2010	$50.350	06/01/2011	$51.350	12/01/2011	$52.600
POWER SHOVEL/DERRICK/TRENCHING MACHINE	06/01/2009	$57.410	12/01/2009	$58.530	06/01/2010	$59.780
	12/01/2010	$61.030				
PUMP OPERATOR (CONCRETE)	06/01/2009	$57.410	12/01/2009	$58.530	06/01/2010	$59.780
	12/01/2010	$61.030				
PUMP OPERATOR (DEWATERING, OTHER)	06/01/2009	$47.070	12/01/2009	$47.890	06/01/2010	$48.810
	12/01/2010	$49.740				
READY-MIX CONCRETE DRIVER	05/01/2009	$40.520	05/01/2010	$41.080	05/01/2011	$41.690
RECLAIMERS	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2009	$35.620				
** 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.						
RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850

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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: 09/01/2009 **Wage Request Number:** 20090901-025 **Page 7 of 10**

THE COMMONWEALTH OF MASSACHUSETTS
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DIVISION OF OCCUPATIONAL SAFETY

DEVAL L. PATRICK
Governor

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Lieutenant Governor

Prevailing Wage Rates

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

SUZANNE M. BUMP
Secretary of Labor and Workforce Development

GEORGE NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

Classification	Effective Dates and Total Rates					
ROLLER/SPREADER/MULCHING MACHINE	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
ROOFER (Inc Roofer Waterproofing & Roofer Dampproofg)	02/01/2009	$53.860				

APPRENTICE: ROOFER - Local33

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

**1:3, 2:6 -10 thereafter 1:10 (or portion thereof) Step 1 is 2000 hrs; Steps 2-5 are 1000 hrs.

Roofer (Reroofing): Same Steps and Hours as Above **1:4; Thereafter 1:1

SHEETMETAL WORKER	08/01/2009	$62.260	02/01/2010	$63.510	08/01/2010	$64.760
	02/01/2011	$66.010	08/01/2011	$67.260	02/01/2012	$68.510
	08/01/2012	$69.760	02/01/2013	$71.010		

APPRENTICE: SHEET METAL WORKER - Local17-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

Steps 1-3 are 1 year; Steps 4-7 are 6 mos.

SIGN ERECTOR	06/01/2009	$37.780

APPRENTICE: SIGN ERECTOR - Local35 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

Steps are 6 mos.

SLATE / TILE / PRECAST CONCRETE ROOFER	02/01/2009	$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2008	$42.550				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2008	$42.840				
SPRINKLER FITTER	03/16/2009	$66.950	09/16/2009	$68.450	03/16/2010	$69.700

APPRENTICE: SPRINKLER FITTER - Local550

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

STEAM BOILER OPERATOR	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
TELECOMMUNICATION TECHNICIAN	09/01/2009	$52.540	03/01/2010	$53.470	09/01/2010	$54.410
	03/01/2011	$55.330				

APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local103

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

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Issue Date: 09/01/2009 **Wage Request Number:** 20090901-025 **Page 8 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

SUZANNE M. BUMP
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Awarding Authority: City of Newton

Contract Number: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

Classification	Effective Dates and Total Rates					
TERRAZZO FINISHERS	08/01/2009	$66.060	02/01/2010	$66.950	08/01/2010	$68.850
	02/01/2011	$69.840	08/01/2011	$71.940	02/01/2012	$72.930

APPRENTICE: MARBLE-TILE-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

Steps are 800 hrs.

TEST BORING DRILLER	06/01/2009	$47.500	12/01/2009	$48.500	06/01/2010	$49.500
	12/01/2010	$50.750	06/01/2011	$51.750	12/01/2011	$53.000
TEST BORING DRILLER HELPER	06/01/2009	$46.220	12/01/2009	$47.220	06/01/2010	$48.220
	12/01/2010	$49.470	06/01/2011	$50.470	12/01/2011	$51.720
TEST BORING LABORER	06/01/2009	$46.100	12/01/2009	$47.100	06/01/2010	$48.100
	12/01/2010	$49.350	06/01/2011	$50.350	12/01/2011	$51.600
TRACTORS/PORTABLE STEAM GENERATORS	06/01/2009	$57.090	12/01/2009	$58.190	06/01/2010	$59.430
	12/01/2010	$60.680				
TRAILERS FOR EARTH MOVING EQUIPMENT	12/01/2008	$43.130				
TUNNEL WORK - COMPRESSED AIR	06/01/2009	$58.430	12/01/2009	$59.680	06/01/2010	$60.930
	12/01/2010	$62.180	06/01/2011	$63.430	12/01/2011	$64.680
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2009	$60.430	12/01/2009	$61.680	06/01/2010	$62.930
	12/01/2010	$64.180	06/01/2011	$65.430	12/01/2011	$66.680
TUNNEL WORK - FREE AIR	06/01/2009	$50.500	12/01/2009	$51.750	06/01/2010	$53.000
	12/01/2010	$54.250	06/01/2011	$55.500	12/01/2011	$56.750
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2009	$52.500	12/01/2009	$53.750	06/01/2010	$55.000
	12/01/2010	$56.250	06/01/2011	$57.500	12/01/2011	$58.750
VAC-HAUL	12/01/2008	$42.550				
WAGON DRILL OPERATOR	06/01/2009	$46.350	12/01/2009	$47.350	06/01/2010	$48.350
	12/01/2010	$49.600	06/01/2011	$50.600	12/01/2011	$51.850
WASTE WATER PUMP OPERATOR	06/01/2009	$57.410	12/01/2009	$58.530	06/01/2010	$59.780
	12/01/2010	$61.030				
WATER METER INSTALLER	09/01/2009	$67.000	03/01/2010	$68.250		

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Issue Date: 09/01/2009 **Wage Request Number:** 20090901-025 **Page 9 of 10**

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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: 10-10 **City/Town:** NEWTON

Description of Work: The installation of trees and shrubs as well as associated work.

Job Location: Various Locations in Newton

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.23, 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. c23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specificed**.

* 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.

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: 09/01/2009 **Wage Request Number:** 20090901-025 **Page 10 of 10**

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 “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

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

_____, 200_____

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.

END OF SECTION