CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PUBLIC BUILDINGS

PROJECT MANUAL:

HVAC MAINTENANCE:
TRANE CHILLERS AND RELATED EQUIPMENT
AT NEWTON MAIN LIBRARY

INVITATION FOR BID #12-39

Bid Opening Date: March 8, 2012 at 10:00 a.m.

FEBRUARY 2012

Setti Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT
purchasing@newtonma.gov
Fax (617) 796-1227

March 2, 2012

ADDENDUM #1

INVITATION FOR BID #12-39

MAIN LIBRARY CHILLER & RELATED EQUIPMENT

THIS ADDENDUM IS TO: Answer the following questions:

Q1. Would it be possible to obtain the previous bid results for this project from past years?

A1. Yes. Please see attached previous Bid Comparison Sheets.

Q2. Per the Public Buildings Specifications, Item 5.08: "By submitting a bid, the Contractor has agreed that he will provide any service, material, and labor necessary to maintain in proper, correct and continuous operation, the equipment listed and/or as required. The contractor shall furnish all replacement parts and components as necessary for the continuous and proper operation of all equipment to the complete satisfaction of the Public Buildings Commissioner."

Yet, Items 6.01, 6.02, 7.04, and 7.06 reference materials being billed for separately at actual cost plus 15 percent.

Please advise whether materials are to be included in our pricing or if they will be billed for separately as needed.

A2. On the itemized bid sheet #12-39, A.1 Preventative Maintenance Total shall be the total to perform the prescribed preventative maintenance per the contract. A.2 is the hourly rates for work above and beyond the preventative maintenance. A.3 is the Parts Allowance Lump Sum Total, and is a set amount to carry in your bid. This means that you will draw from that allowance, and any materials within that allowance shall be billed for separately at actual cost plus 15 percent.

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.
Purchasing Department

CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
COMPARISON OF BIDS

INVITATION #09-26
HVAC Maintenance Trane Chillers & Related Equipment at Newton Main Library

Bid Opening: September 12, 2008 - 9:30 AM
Public Buildings - Arthur Cabral

Bidders	QTY	Johnson Controls		Trane U.S. Inc		Fraser Engineering*			
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1. Regular Preventative Maintenance Service, Per Specifications									
Preventative Maintenance Total		$13,250.00		$30,960.00		$34,999.00			
2. Non Routine Maintenance and Repair									
Standard Rate	450	$106.00	$47,700.00	$100.00	$45,000.00	$104.00	$46,800.00		
Premium Rate	120	$106.00	$12,720.00	$100.00	$12,000.00	$156.00	$18,720.00		
3. Parts Allowance									
Lump Sum	ALL	$15,000.00		$15,000.00		$15,000.00			
BASE BID TOTAL		**$88,670.00**		**$102,960.00**		**$115,519.00**			

Award Recommended To:

Base Bid

Chief Procurement Officer *Date*

Department Head Date

Mayor David B. Cohen **Date**

NOTES REGARDING SUBMITTED BIDS
*Did not acknowledge Add#1 and #2

CITY OF NEWTON, MASSACHUSETTS
DEPARTMENT OF PURCHASING
COMPARISON OF BIDS

INVITATION #06 - 10
HVAC MAINTENANCE OF TRANE CHILLERS AT THE NEWTON MAIN LIBRARY

BID OPENING TIME: 11:00 A.M., AUGUST 11, 2005
PUBLIC BUILDINGS
PROJECT MANAGER: CAROLYN SARNO/ART CABRAL

BIDDER		INVENSYS ENE, INC		TRANE		FRASER ENGINEERING*	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. REGULAR PREVENTATIVE MAINT. SERVICE, PER SPEC							
Preventative Maint. Total		$14,340.00		$25,140.00		$23,998.00	
2. NON ROUTINE MAINT. AND REPAIR							
Standard Rate							
	450	$87.00	$39,150.00	$90.00	$40,500.00	$90.00	$40,500.00
Premium Rate							
	120	$87.00	$10,440.00	$90.00	$10,800.00	$121.50	$14,580.00
3. PARTS ALLOWANCE							
Lump Sum		$15,000.00		$15,000.00		$15,000.00	
BID TOTAL (ITEM 1, 2, AND 3)		**$78,930.00**		**$91,440.00**		**$94,078.00**	

*DID NOT PASS IN DCAM CERT.

AWARD RECOMMENDED TO

CHIEF PROCUREMENT OFFICER DATE

SIGNATURE OF DEPARTMENT HEAD DATE

DAVID B. COHEN DATE
MAYOR

CITY OF NEWTON

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HVAC MAINTENANCE
TRANE CHILLERS AND RELATED EQUIPMENT
AT NEWTON MAIN LIBRARY

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END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #12-39

The City of Newton invites sealed bids from Contractors for

HVAC MAINTENANCE
TRANE CHILLERS AND RELATED EQUIPMENT AT NEWTON MAIN LIBRARY

Bids will be opened at: 10:00 a.m. , March 8, 2012
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.

Contract Documents will be available on line at:**newtonma.gov/bids**or for pickup at the Purchasing Department after: **10:00 a.m., on February 23, 2012 .** There will be no charge for contract documents.

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

No allowance or adjustment to the contract price will be made on account of bidder's failure to become fully familiar with local conditions affecting the cost of work.

All General Bids must be accompanied by a copy of a "Certificate of Eligibility" (DCAM Form CQ-7) issued by the Division of Capital Asset Management (DCAM) and a "Contractor Update Statement" DCPO Form CQ-3). The category of work for which the Bidder must be certified in is: **HVAC**.

The term of this contract shall extend from **March 1, 2012 through February 28, 2013**. The City shall have the option, at its sole discretion to renew this Contract for two (2) additional one (1) year terms, with no change in the cotnract price or terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addtion, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual**.** The successful bidder will be required to furnish a **Payment Bond in the amount of 50%** of the contract total.

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

All City of Newton bids are available on the City's web site **newtonma.gov/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 reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.

CITY OF NEWTON
Rositha Durham
Chief Procurement Officer
February 23, 2012

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 **newtonma.gov/bids** or via facsimile (617) 796-1227. The City will answer such requests if received Friday, March 2, 2012 at 12:00 noon.

2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.

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

2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at **newtonma.gov/bids**

2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.

2.7 Bidders downloading information off the internet web site are soley responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-39**.

ARTICLE 3 - MBE PARTICIPATION

3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1, 1999 is applicable to all 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 All bids shall be submitted with one ORIGINAL and one COPY.

4.9 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 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

7.4 As used herein, the term "lowest 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.

7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require. 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.

7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process 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 #12-39

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required **for HVAC Maintenance Trane Chillers and Related Equipment** in Newton, Massachusetts in accordance with the accompanying plans and specifications prepared by the City of Newton for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

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

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

Prompt Payment Discount _____%_____Days
Prompt Payment Discount_____%_____ Days
Prompt Payment Discount _____%_____Days

D. The proposed annual contract price is:

_____

(This total is a combination of Items 1,2,3 of the Itemized Bid Sheet, attached)

DOLLARS ($ _____)

COMPANY: _____

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

- DCAM Certificate of Eligibilty, Form CQ7 (Supplied by Bidder)
- DCAM Update Statement, Form CQ-3 (Supplied by Bidder)
- Signed Bid Form, 2 pages
- Itemized Bid Sheet, 1 page
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- A five percent (5%) bid deposit/bid guarantee.

F. 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 149.

The undersigned agrees to pay the premiums for the performance and payment bonds furnished as requested herein and that all of the cost of all such premiums is included in the amount set forth in the line items of this bid.

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 that s/he intends to comply with the City of Newton Minority/Women Business Enterprise Plan, dated December 1999 to further expand business opportunities for minority firms.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "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

PUBLIC BUILDINGS MAINTENANCE SERVICE:

HVAC MAINTENANCE:
TRANE CHILLERS AND RELATED EQUIPMENT
AT NEWTON MAIN LIBRARY

ITEMIZED BID SHEET #12-39

Bidder submits the following annual itemized pricing for HVAC Maintenance: Trane Chiller and Related Equipment at Newton Main Library as described in the Project Manual.

Any quantities shown below are annual estimates only of the City's requirements during the contract term. The City will direct the contractor to perform only that work which is actually required. The contractor will be compensated only for that work which is actually performed,

A. Annual Bid

1. **Regular Preventative Maintenance Service, Per Specifications**

   Preventative Maintenance Total $_____

2. **Non Routine Maintenance and Repair**

   Standard Rate $_____ /hr. X 750 hrs. = $_____

   Premium Rate $_____ /hr. X 120 hrs. = $_____

3. **Parts Allowance**

   Lump Sum $_____50,000.00_____

   BID TOTAL (ITEM 1 + 2 + 3) $_____**

* Bidder to insert the Total of items #1, #2, #3 in the space provided in Paragraph C of the Form for General Bid.

Company: _____

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. IS YOUR BUSINESS A **MBE**? _____YES _____NO **WBE**? _____YES _____NO or **MWBE**? _____YES _____NO

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

_____
_____
_____
_____
_____

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

_____
_____

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

_____
_____

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

_____
_____
_____
_____
_____
_____
_____

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

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: ____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

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

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

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

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

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

_____
(Signature of individual)

_____
Name of Business

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 Twelve 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:

ANNUAL - HVAC Maintenance
for the Trane Chillers and Related Equipment at Newton Main Library

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 #12-39 issued by the Purchasing Department;

c. The Project Manual for the Annual – HVAC Maintenance for the Trane Chillers and Related Equipment at Newton Main Library including to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;

d. Addenda Number(s) _____;

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

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

g. Duly authorized and executed Amendments, Change Orders or Purchase 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 same.

V. **CONTRACT TERM.** The term of this contract **shall extend from March 1, 2012 through February 28, 2013.** The City, at its sole discretion, shall have the option to **extend for two (2) additional one (1) year terms** with no change in the contract price and terms and conditions. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. 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 Public Buildings 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.

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

CONTRACTOR

By_____
Print Name_____
Title _____
Date_____

Affix Corporate Seal Here

City funds in the amount of $_____
are available in account number
01-115-02-52407

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

By_____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date_____

By_____
Commissioner of Public Buildings

Date_____

Approved as to Legal Form and Character

By_____
Associate City Solicitor

Date_____

CONTRACT AND BONDS APPROVED

By_____
Mayor or his designee

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: _____ Date: _____
Corporate Officer
(Mandatory, if applicable)

* 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.

CERTIFICATION REGARDING LOCAL TAXES

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 has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

_____
*Signature of Individual
or Corporate Contractor (Mandatory)

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

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* 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 City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

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

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2012 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____2012.

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

SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON

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SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

Article 1. METHOD OF PAYING SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

Article 2. METHOD OF PAYING GENERAL CONTRACTORS

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

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

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

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

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

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

Article 3. CLAIMS FOR UNFORESEEN CONDITIONS

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

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

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

Article 4. CLAIMS FOR DELAY

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

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

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

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

Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT

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

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

Article 6. PREFERENCE IN EMPLOYMENT, WAGES

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

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

Article 7. HOURS OF WORK

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

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to

such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Article 8. WORK BY FOREIGN CORPORATIONS

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

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

END OF SECTION

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

STATEMENT OF POLICY:

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

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

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

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

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

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

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

Setti D. Warren Mayor

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

I. **DEFINITIONS:**

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

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

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

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

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

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

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

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

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

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

II. **GOALS**:

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

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

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

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

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

III. SOLICITATION ACTIVITIES:

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

A. Construction Contracts

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

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

B. Contracts for Professional Services

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

C. Procurement of Supplies

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

IV. CONSTRUCTION ACTIVITIES:

A. Goals

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

B. Pre-Bid Conference

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

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

C. Bid Submission

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

D. Contract Execution

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

E. Monitoring

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

F. Enforcement

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

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. **Compliance with Requirements**

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

X. **Non-Discrimination**

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

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

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

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

XII. **Bidders Certification Requirement**

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

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

XIII. **Contractor's Certification**

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

XIV. **Subcontractor's Certification**

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

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

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

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

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

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

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

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

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

(e) Period of up to three years.

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

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

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

.XIV. **Severability**

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

FAIR EMPLOYMENT LAW

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

IT IS UNLAWFUL:

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

RETALIATION

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

SEXUAL HARASSMENT

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

COMPLAINTS

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

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

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

Attachment B

CITY OF NEWTON

Contractors Certification

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

CONTRACTOR'S CERTIFICATION

_____Certifies that:
Contractor's Name

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

_____ and

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

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

_____
(Signature of authorized representative of Contractor)

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

Attachment C

CITY OF NEWTON

Subcontractors Certification

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

SUBCONTRACTOR`S CERTIFICATION

_____Certifies that:
Contractor's Name

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

_____ and

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

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

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

_____
(Signature of authorized representative of Contractor)

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

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

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.

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2011	$30.95	$8.56	$7.27	0.00	$46.78
	06/01/2012	$31.25	$8.56	$7.27	0.00	$47.08
	08/01/2012	$31.25	$8.91	$7.27	0.00	$47.43
	12/01/2012	$31.55	$8.91	$8.00	0.00	$48.46
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2011	$31.02	$8.56	$7.27	0.00	$46.85
	06/01/2012	$31.32	$8.56	$7.27	0.00	$47.15
	08/01/2012	$31.32	$8.91	$7.27	0.00	$47.50
	12/01/2012	$31.62	$8.91	$8.00	0.00	$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2011	$31.14	$8.56	$7.27	0.00	$46.97
	06/01/2012	$31.44	$8.56	$7.27	0.00	$47.27
	08/01/2012	$31.44	$8.91	$7.27	0.00	$47.62
	12/01/2012	$31.74	$8.91	$8.00	0.00	$48.65
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2011	$82.60	$8.08	$17.12	0.00	$107.80
AIR TRACK OPERATOR *LABORERS - ZONE 1*	12/01/2011	$32.55	$7.10	$12.45	0.00	$52.10
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. *ASBESTOS WORKERS LOCAL 6 (BOSTON)*	12/01/2011	$28.40	$9.90	$5.95	0.00	$44.25
ASPHALT RAKER *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.52	$10.00	$12.40	0.00	$61.92
	06/01/2012	$40.09	$10.00	$12.40	0.00	$62.49
	12/01/2012	$40.71	$10.00	$12.40	0.00	$63.11
	06/01/2013	$41.49	$10.00	$12.40	0.00	$63.89
	12/01/2013	$42.27	$10.00	$12.40	0.00	$64.67

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 02/17/2012 **Wage Request Number:** 20120217-002 **Page 1 of 58**

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.52	$10.00	$12.40	0.00	$61.92
	06/01/2012	$40.09	$10.00	$12.40	0.00	$62.49
	12/01/2012	$40.71	$10.00	$12.40	0.00	$63.11
	06/01/2013	$41.49	$10.00	$12.40	0.00	$63.89
	12/01/2013	$42.27	$10.00	$12.40	0.00	$64.67
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 1*	12/01/2011	$32.55	$7.10	$12.45	0.00	$52.10
BOILER MAKER *BOILERMAKERS LOCAL 29*	01/01/2010	$37.70	$6.97	$11.18	0.00	$55.85

Apprentice - *BOILERMAKER - Local 29*
Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	$24.51	$6.97	11.18	$0.00	$42.66
2	65	$24.51	$6.97	11.18	$0.00	$42.66
3	70	$26.39	$6.97	11.18	$0.00	$44.54
4	75	$28.28	$6.97	11.18	$0.00	$46.43
5	80	$30.16	$6.97	11.18	$0.00	$48.31
6	85	$32.05	$6.97	11.18	$0.00	$50.20
7	90	$33.93	$6.97	11.18	$0.00	$52.08
8	95	$35.82	$6.97	11.18	$0.00	$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (NEWTON)*	02/01/2012	$47.55	$9.93	$16.51	0.00	$73.99
	03/01/2012	$46.56	$10.18	$17.25	0.00	$73.99

Apprentice - *BRICK/PLASTER/CEMENT MASON - Local 3 Newton*

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.78	$9.93	16.51	$0.00	$50.22
2	60	$28.53	$9.93	16.51	$0.00	$54.97
3	70	$33.29	$9.93	16.51	$0.00	$59.73
4	80	$38.04	$9.93	16.51	$0.00	$64.48
5	90	$42.80	$9.93	16.51	$0.00	$69.24

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.28	$10.18	17.25	$0.00	$50.71
2	60	$27.94	$10.18	17.25	$0.00	$55.37
3	70	$32.59	$10.18	17.25	$0.00	$60.02
4	80	$37.25	$10.18	17.25	$0.00	$64.68
5	90	$41.90	$10.18	17.25	$0.00	$69.33

Notes:

Apprentice to Journeyworker Ratio:1:5

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2011	$32.80	$7.10	$12.60	0.00	$52.50
CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2011	$31.65	$7.10	$12.60	0.00	$51.35
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	12/01/2011	$31.65	$7.10	$12.60	0.00	$51.35
CARBIDE CORE DRILL OPERATOR *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	09/01/2011	$32.05	$9.80	$15.51	0.00	$57.36
	03/01/2012	$33.17	$9.80	$15.51	0.00	$58.48

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

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HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$16.03	$9.80	1.57	$0.00	$27.40
2	60	$19.23	$9.80	1.57	$0.00	$30.60
3	70	$22.44	$9.80	10.80	$0.00	$43.04
4	75	$24.04	$9.80	10.80	$0.00	$44.64
5	80	$25.64	$9.80	12.37	$0.00	$47.81
6	80	$25.64	$9.80	12.37	$0.00	$47.81
7	90	$28.85	$9.80	13.94	$0.00	$52.59
8	90	$28.85	$9.80	13.94	$0.00	$52.59

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$16.59	$9.80	1.57	$0.00	$27.96
2	60	$19.90	$9.80	1.57	$0.00	$31.27
3	70	$23.22	$9.80	10.80	$0.00	$43.82
4	75	$24.88	$9.80	10.80	$0.00	$45.48
5	80	$26.54	$9.80	12.37	$0.00	$48.71
6	80	$26.54	$9.80	12.37	$0.00	$48.71
7	90	$29.85	$9.80	13.94	$0.00	$53.59
8	90	$29.85	$9.80	13.94	$0.00	$53.59

Notes:

Apprentice to Journeyworker Ratio:1:5

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (NEWTON)*	02/01/2012	$45.10	$9.93	$16.51	0.00	$71.54
CHAIN SAW OPERATOR *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$40.52	$10.00	$12.40	0.00	$62.92
	06/01/2012	$41.09	$10.00	$12.40	0.00	$63.49
	12/01/2012	$41.71	$10.00	$12.40	0.00	$64.11
	06/01/2013	$42.49	$10.00	$12.40	0.00	$64.89
	12/01/2013	$43.27	$10.00	$12.40	0.00	$65.67
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$27.95	$10.00	$12.40	0.00	$50.35
	06/01/2012	$28.34	$10.00	$12.40	0.00	$50.74
	12/01/2012	$28.79	$10.00	$12.40	0.00	$51.19
	06/01/2013	$29.34	$10.00	$12.40	0.00	$51.74
	12/01/2013	$29.89	$10.00	$12.40	0.00	$52.29
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2012	$44.01	$7.80	$14.60	0.00	$66.41
	07/01/2012	$45.01	$7.80	$14.60	0.00	$67.41
	01/01/2013	$46.01	$7.80	$14.60	0.00	$68.41

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.01	$7.80	0.00	$0.00	$29.81
2	55	$24.21	$7.80	3.25	$0.00	$35.26
3	60	$26.41	$7.80	3.54	$0.00	$37.75
4	65	$28.61	$7.80	3.84	$0.00	$40.25
5	70	$30.81	$7.80	12.83	$0.00	$51.44
6	75	$33.01	$7.80	13.13	$0.00	$53.94
7	80	$35.21	$7.80	13.42	$0.00	$56.43
8	90	$39.61	$7.80	14.01	$0.00	$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.51	$7.80	0.00	$0.00	$30.31
2	55	$24.76	$7.80	3.25	$0.00	$35.81
3	60	$27.01	$7.80	3.54	$0.00	$38.35
4	65	$29.26	$7.80	3.84	$0.00	$40.90
5	70	$31.51	$7.80	12.83	$0.00	$52.14
6	75	$33.76	$7.80	13.13	$0.00	$54.69
7	80	$36.01	$7.80	13.42	$0.00	$57.23
8	90	$40.51	$7.80	14.01	$0.00	$62.32

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN *LABORERS - ZONE 1*	12/01/2011	$31.80	$7.10	$12.45	0.00	$51.35
DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 1*	12/01/2011	$32.80	$7.10	$12.45	0.00	$52.35

Apprentice - *LABORER Demo Backhoe/Loader/Hammer Operator*
Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$19.68	$7.10	12.45	$0.00	$39.23
2	70	$22.96	$7.10	12.45	$0.00	$42.51
3	80	$26.24	$7.10	12.45	$0.00	$45.79
4	90	$29.52	$7.10	12.45	$0.00	$49.07

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: BURNERS *LABORERS - ZONE 1*	12/01/2011	$32.55	$7.10	$12.45	0.00	$52.10

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER Demo Burners*
Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$19.53	$7.10	12.45	$0.00	$39.08
2	70	$22.79	$7.10	12.45	$0.00	$42.34
3	80	$26.04	$7.10	12.45	$0.00	$45.59
4	90	$29.30	$7.10	12.45	$0.00	$48.85

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: CONCRETE CUTTER/SAWYER *LABORERS - ZONE 1*	12/01/2011	$32.80	$7.10	$12.45	0.00	$52.35
DEMO: JACKHAMMER OPERATOR *LABORERS - ZONE 1*	12/01/2011	$32.55	$7.10	$12.45	0.00	$52.10
DEMO: WRECKING LABORER *LABORERS - ZONE 1*	12/01/2011	$31.80	$7.10	$12.45	0.00	$51.35

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DEPARTMENT OF LABOR STANDARDS

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Lt Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER Demo Wrecking Laborer*
Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$19.08	$7.10	12.45	$0.00	$38.63
2	70	$22.26	$7.10	12.45	$0.00	$41.81
3	80	$25.44	$7.10	12.45	$0.00	$44.99
4	90	$28.62	$7.10	12.45	$0.00	$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
DIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2011	$55.07	$8.08	$17.12	0.00	$80.27
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2011	$40.12	$8.08	$17.12	0.00	$65.32
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2011	$60.18	$8.08	$17.12	0.00	$85.38
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2011	$82.60	$8.08	$17.12	0.00	$107.80

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN *ELECTRICIANS LOCAL 103*	09/01/2011	$41.89	$13.00	$13.86	0.00	$68.75
	03/01/2012	$42.37	$13.00	$13.87	0.00	$69.24
	09/01/2012	$43.05	$13.00	$13.89	0.00	$69.94
	03/01/2013	$43.77	$13.00	$13.91	0.00	$70.68
	09/01/2013	$44.45	$13.00	$13.93	0.00	$71.38
	03/01/2014	$45.17	$13.00	$13.95	0.00	$72.12
	09/01/2014	$45.84	$13.00	$13.97	0.00	$72.81
	03/01/2015	$46.55	$13.00	$14.00	0.00	$73.55
	09/01/2015	$47.51	$13.00	$14.03	0.00	$74.54
	03/01/2016	$48.47	$13.00	$14.05	0.00	$75.52

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

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELECTRICIAN - Local 103*
Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$16.76	$13.00	7.80	$0.00	$37.56
2	40	$16.76	$13.00	7.80	$0.00	$37.56
3	45	$18.85	$13.00	10.26	$0.00	$42.11
4	45	$18.85	$13.00	10.26	$0.00	$42.11
5	50	$20.95	$13.00	10.58	$0.00	$44.53
6	55	$23.04	$13.00	10.91	$0.00	$46.95
7	60	$25.13	$13.00	11.23	$0.00	$49.36
8	65	$27.23	$13.00	11.57	$0.00	$51.80
9	70	$29.32	$13.00	11.89	$0.00	$54.21
10	75	$31.42	$13.00	12.22	$0.00	$56.64

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$16.95	$13.00	7.81	$0.00	$37.76
2	40	$16.95	$13.00	7.81	$0.00	$37.76
3	45	$19.07	$13.00	10.26	$0.00	$42.33
4	45	$19.07	$13.00	10.26	$0.00	$42.33
5	50	$21.19	$13.00	10.59	$0.00	$44.78
6	55	$23.30	$13.00	10.92	$0.00	$47.22
7	60	$25.42	$13.00	11.24	$0.00	$49.66
8	65	$27.54	$13.00	11.58	$0.00	$52.12
9	70	$29.66	$13.00	11.90	$0.00	$54.56
10	75	$31.78	$13.00	12.23	$0.00	$57.01

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

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Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: : App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80						
Apprentice to Journeyworker Ratio:2:3* **						
ELEVATOR CONSTRUCTOR *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2012	$52.45	$8.78	$6.96	0.00	$68.19

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4*
Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.23	$8.78	0.00	$0.00	$35.01
2	55	$28.85	$8.78	6.96	$0.00	$44.59
3	65	$34.09	$8.78	6.96	$0.00	$49.83
4	70	$36.72	$8.78	6.96	$0.00	$52.46
5	80	$41.96	$8.78	6.96	$0.00	$57.70

Notes: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER *ELEVATOR CONSTRUCTORS LOCAL 4*	01/01/2012	$38.59	$8.78	$6.96	0.00	$54.33
FENCE & GUARD RAIL ERECTOR *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60

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Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2011	$37.49	$10.00	$12.20	0.00	$59.69
	05/01/2012	$38.10	$10.00	$12.20	0.00	$60.30
	11/01/2012	$38.71	$10.00	$12.20	0.00	$60.91
	05/01/2013	$39.32	$10.00	$12.20	0.00	$61.52
	11/01/2013	$40.08	$10.00	$12.20	0.00	$62.28
	05/01/2014	$40.85	$10.00	$12.20	0.00	$63.05
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2011	$38.88	$10.00	$12.20	0.00	$61.08
	05/01/2012	$39.49	$10.00	$12.20	0.00	$61.69
	11/01/2012	$40.11	$10.00	$12.20	0.00	$62.31
	05/01/2013	$40.73	$10.00	$12.20	0.00	$62.93
	11/01/2013	$41.50	$10.00	$12.20	0.00	$63.70
	05/01/2014	$42.27	$10.00	$12.20	0.00	$64.47
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	11/01/2011	$20.91	$10.00	$12.20	0.00	$43.11
	05/01/2012	$21.27	$10.00	$12.20	0.00	$43.47
	11/01/2012	$21.63	$10.00	$12.20	0.00	$43.83
	05/01/2013	$21.99	$10.00	$12.20	0.00	$44.19
	11/01/2013	$22.45	$10.00	$12.20	0.00	$44.65
	05/01/2014	$22.90	$10.00	$12.20	0.00	$45.10
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 103*	09/01/2011	$41.89	$13.00	$13.86	0.00	$68.75
	03/01/2012	$42.37	$13.00	$13.87	0.00	$69.24
	09/01/2012	$43.05	$13.00	$13.89	0.00	$69.94
	03/01/2013	$43.77	$13.00	$13.91	0.00	$70.68
	09/01/2013	$44.45	$13.00	$13.93	0.00	$71.38
	03/01/2014	$45.17	$13.00	$13.95	0.00	$72.12
	09/01/2014	$45.84	$13.00	$13.97	0.00	$72.81
	03/01/2015	$46.55	$13.00	$14.00	0.00	$73.55
	09/01/2015	$47.51	$13.00	$14.03	0.00	$74.54
	03/01/2016	$48.47	$13.00	$14.05	0.00	$75.52

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING *ELECTRICIANS LOCAL 103*	09/01/2011	$31.42	$13.00	$12.22	0.00	$56.64
	03/01/2012	$31.78	$13.00	$12.23	0.00	$57.01
	09/01/2012	$32.29	$13.00	$12.25	0.00	$57.54
	03/01/2013	$32.83	$13.00	$12.26	0.00	$58.09
	09/01/2013	$33.34	$13.00	$12.28	0.00	$58.62
	03/01/2014	$33.88	$13.00	$12.30	0.00	$59.18
	09/01/2014	$34.38	$13.00	$12.31	0.00	$59.69
	03/01/2015	$34.91	$13.00	$12.33	0.00	$60.24
	09/01/2015	$35.63	$13.00	$12.35	0.00	$60.98
	03/01/2016	$36.35	$13.00	$12.37	0.00	$61.72
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$33.23	$10.00	$12.40	0.00	$55.63
	06/01/2012	$33.70	$10.00	$12.40	0.00	$56.10
	12/01/2012	$34.23	$10.00	$12.40	0.00	$56.63
	06/01/2013	$34.88	$10.00	$12.40	0.00	$57.28
	12/01/2013	$35.54	$10.00	$12.40	0.00	$57.94
FLAGGER & SIGNALER *LABORERS - ZONE 1*	12/01/2011	$20.50	$7.10	$12.45	0.00	$40.05
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE 1*	09/01/2011	$35.95	$9.80	$16.61	0.00	$62.36
	03/01/2012	$37.20	$9.80	$16.61	0.00	$63.61

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DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *FLOORCOVERER - Local 2168 Zone I*

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.98	$9.80	1.79	$0.00	$29.57
2	55	$19.77	$9.80	1.79	$0.00	$31.36
3	60	$21.57	$9.80	11.24	$0.00	$42.61
4	65	$23.37	$9.80	11.24	$0.00	$44.41
5	70	$25.17	$9.80	13.03	$0.00	$48.00
6	75	$26.96	$9.80	13.03	$0.00	$49.79
7	80	$28.76	$9.80	14.82	$0.00	$53.38
8	85	$30.56	$9.80	14.82	$0.00	$55.18

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.60	$9.80	1.79	$0.00	$30.19
2	55	$20.46	$9.80	1.79	$0.00	$32.05
3	60	$22.32	$9.80	11.24	$0.00	$43.36
4	65	$24.18	$9.80	11.24	$0.00	$45.22
5	70	$26.04	$9.80	13.03	$0.00	$48.87
6	75	$27.90	$9.80	13.03	$0.00	$50.73
7	80	$29.76	$9.80	14.82	$0.00	$54.38
8	85	$31.62	$9.80	14.82	$0.00	$56.24

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
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TIMOTHY P. MURRAY
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.52	$10.00	$12.40	0.00	$61.92
	06/01/2012	$40.09	$10.00	$12.40	0.00	$62.49
	12/01/2012	$40.71	$10.00	$12.40	0.00	$63.11
	06/01/2013	$41.49	$10.00	$12.40	0.00	$63.89
	12/01/2013	$42.27	$10.00	$12.40	0.00	$64.67
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$27.95	$10.00	$12.40	0.00	$50.35
	06/01/2012	$28.34	$10.00	$12.40	0.00	$50.74
	12/01/2012	$28.79	$10.00	$12.40	0.00	$51.19
	06/01/2013	$29.34	$10.00	$12.40	0.00	$51.74
	12/01/2013	$29.89	$10.00	$12.40	0.00	$52.29
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	01/01/2012	$33.51	$7.80	$14.60	0.00	$55.91
	07/01/2012	$34.51	$7.80	$14.60	0.00	$56.91
	01/01/2013	$35.51	$7.80	$14.60	0.00	$57.91

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DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
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Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *GLAZIER - Local 35 Zone 2*
Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$16.76	$7.80	0.00	$0.00	$24.56
2	55	$18.43	$7.80	3.25	$0.00	$29.48
3	60	$20.11	$7.80	3.54	$0.00	$31.45
4	65	$21.78	$7.80	3.84	$0.00	$33.42
5	70	$23.46	$7.80	12.83	$0.00	$44.09
6	75	$25.13	$7.80	13.13	$0.00	$46.06
7	80	$26.81	$7.80	13.42	$0.00	$48.03
8	90	$30.16	$7.80	14.01	$0.00	$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.26	$7.80	0.00	$0.00	$25.06
2	55	$18.98	$7.80	3.25	$0.00	$30.03
3	60	$20.71	$7.80	3.54	$0.00	$32.05
4	65	$22.43	$7.80	3.84	$0.00	$34.07
5	70	$24.16	$7.80	12.83	$0.00	$44.79
6	75	$25.88	$7.80	13.13	$0.00	$46.81
7	80	$27.61	$7.80	13.42	$0.00	$48.83
8	90	$31.06	$7.80	14.01	$0.00	$52.87

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.52	$10.00	$12.40	0.00	$61.92
	06/01/2012	$40.09	$10.00	$12.40	0.00	$62.49
	12/01/2012	$40.71	$10.00	$12.40	0.00	$63.11
	06/01/2013	$41.49	$10.00	$12.40	0.00	$63.89
	12/01/2013	$42.27	$10.00	$12.40	0.00	$64.67

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *HOIST/PORT. ENG.- Local 4*

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$21.74	$10.00	0.00	$0.00	$31.74
2	60	$23.71	$10.00	12.40	$0.00	$46.11
3	65	$25.69	$10.00	12.40	$0.00	$48.09
4	70	$27.66	$10.00	12.40	$0.00	$50.06
5	75	$29.64	$10.00	12.40	$0.00	$52.04
6	80	$31.62	$10.00	12.40	$0.00	$54.02
7	85	$33.59	$10.00	12.40	$0.00	$55.99
8	90	$35.57	$10.00	12.40	$0.00	$57.97

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$22.05	$10.00	0.00	$0.00	$32.05
2	60	$24.05	$10.00	12.40	$0.00	$46.45
3	65	$26.06	$10.00	12.40	$0.00	$48.46
4	70	$28.06	$10.00	12.40	$0.00	$50.46
5	75	$30.07	$10.00	12.40	$0.00	$52.47
6	80	$32.07	$10.00	12.40	$0.00	$54.47
7	85	$34.08	$10.00	12.40	$0.00	$56.48
8	90	$36.08	$10.00	12.40	$0.00	$58.48

Notes:

Apprentice to Journeyworker Ratio:1:6

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2012	$40.79	$9.82	$17.34	2.04	$69.99
	08/01/2012	$42.04	$9.82	$17.34	2.08	$71.28
	02/01/2013	$43.29	$9.82	$17.34	2.11	$72.56
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 103*	09/01/2011	$41.89	$13.00	$13.86	0.00	$68.75
	03/01/2012	$42.37	$13.00	$13.87	0.00	$69.24
	09/01/2012	$43.05	$13.00	$13.89	0.00	$69.94
	03/01/2013	$43.77	$13.00	$13.91	0.00	$70.68
	09/01/2013	$44.45	$13.00	$13.93	0.00	$71.38
	03/01/2014	$45.17	$13.00	$13.95	0.00	$72.12
	09/01/2014	$45.84	$13.00	$13.97	0.00	$72.81
	03/01/2015	$46.55	$13.00	$14.00	0.00	$73.55
	09/01/2015	$47.51	$13.00	$14.03	0.00	$74.54
	03/01/2016	$48.47	$13.00	$14.05	0.00	$75.52
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2012	$40.79	$9.82	$17.34	2.04	$69.99
	08/01/2012	$42.04	$9.82	$17.34	2.08	$71.28
	02/01/2013	$43.29	$9.82	$17.34	2.11	$72.56
HVAC (TESTING AND BALANCING -WATER) *PIPEFITTERS LOCAL 537*	09/01/2011	$46.09	$8.75	$14.39	0.00	$69.23
	03/01/2012	$46.84	$8.75	$14.39	0.00	$69.98
	09/01/2012	$48.09	$8.75	$14.39	0.00	$71.23
	03/01/2013	$49.34	$8.75	$14.39	0.00	$72.48
HVAC MECHANIC *PIPEFITTERS LOCAL 537*	09/01/2011	$46.09	$8.75	$14.39	0.00	$69.23
	03/01/2012	$46.84	$8.75	$14.39	0.00	$69.98
	09/01/2012	$48.09	$8.75	$14.39	0.00	$71.23
	03/01/2013	$49.34	$8.75	$14.39	0.00	$72.48
HYDRAULIC DRILLS *LABORERS - ZONE 1*	12/01/2011	$32.55	$7.10	$12.45	0.00	$52.10

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
INSULATOR (PIPES & TANKS) *ASBESTOS WORKERS LOCAL 6 (BOSTON)*	09/01/2011	$40.66	$10.40	$11.20	0.00	$62.26
	09/01/2012	$42.06	$10.40	$11.20	0.00	$63.66
	09/01/2013	$43.66	$10.40	$11.20	0.00	$65.26
	09/01/2014	$45.66	$10.40	$11.20	0.00	$67.26

Apprentice - *ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston*

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.33	$10.40	8.30	$0.00	$39.03
2	60	$24.40	$10.40	8.88	$0.00	$43.68
3	70	$28.46	$10.40	9.46	$0.00	$48.32
4	80	$32.53	$10.40	10.04	$0.00	$52.97

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.03	$10.40	8.30	$0.00	$39.73
2	60	$25.24	$10.40	8.88	$0.00	$44.52
3	70	$29.44	$10.40	9.46	$0.00	$49.30
4	80	$33.65	$10.40	10.04	$0.00	$54.09

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 7*	09/16/2011	$37.28	$7.70	$17.95	0.00	$62.93
	03/16/2012	$38.28	$7.70	$17.95	0.00	$63.93
	09/16/2012	$39.28	$7.70	$17.95	0.00	$64.93
	03/16/2013	$40.53	$7.70	$17.95	0.00	$66.18

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *IRONWORKER - Local 7 Boston*

Effective Date - 09/16/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$22.37	$7.70	17.95	$0.00	$48.02
2	70	$26.10	$7.70	17.95	$0.00	$51.75
3	75	$27.96	$7.70	17.95	$0.00	$53.61
4	80	$29.82	$7.70	17.95	$0.00	$55.47
5	85	$31.69	$7.70	17.95	$0.00	$57.34
6	90	$33.55	$7.70	17.95	$0.00	$59.20

Effective Date - 03/16/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$22.97	$7.70	17.95	$0.00	$48.62
2	70	$26.80	$7.70	17.95	$0.00	$52.45
3	75	$28.71	$7.70	17.95	$0.00	$54.36
4	80	$30.62	$7.70	17.95	$0.00	$56.27
5	85	$32.54	$7.70	17.95	$0.00	$58.19
6	90	$34.45	$7.70	17.95	$0.00	$60.10

Notes:
** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
LABORER *LABORERS - ZONE 1*	12/01/2011	$31.80	$7.10	$12.45	0.00	$51.35

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 1*
Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$19.08	$7.10	12.45	$0.00	$38.63
2	70	$22.26	$7.10	12.45	$0.00	$41.81
3	80	$25.44	$7.10	12.45	$0.00	$44.99
4	90	$28.62	$7.10	12.45	$0.00	$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 1*	12/01/2011	$31.80	$7.10	$12.45	0.00	$51.35
LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 1*	12/01/2011	$31.80	$7.10	$12.45	0.00	$51.35
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 1*	12/01/2011	$31.80	$7.10	$12.45	0.00	$51.35
LABORER: MASON TENDER *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 1*	12/01/2011	$31.80	$7.10	$12.45	0.00	$51.35
LABORER: TREE REMOVER *LABORERS - ZONE 1*	12/01/2011	$31.80	$7.10	$12.45	0.00	$51.35

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 *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS	02/01/2012	$36.31	$9.93	$15.50	0.00	$61.74
BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	$35.52	$10.18	$16.04	0.00	$61.74

Apprentice - *MARBLE & TILE FINISHER - Local 3 Marble & Tile*

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.16	$9.93	15.50	$0.00	$43.59
2	60	$21.79	$9.93	15.50	$0.00	$47.22
3	70	$25.42	$9.93	15.50	$0.00	$50.85
4	80	$29.05	$9.93	15.50	$0.00	$54.48
5	90	$32.68	$9.93	15.50	$0.00	$58.11

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.76	$10.18	16.04	$0.00	$43.98
2	60	$21.31	$10.18	16.04	$0.00	$47.53
3	70	$24.86	$10.18	16.04	$0.00	$51.08
4	80	$28.42	$10.18	16.04	$0.00	$54.64
5	90	$31.97	$10.18	16.04	$0.00	$58.19

Notes:
Steps are 800 hrs.

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	02/01/2012	$46.60	$9.93	$16.51	0.00	$73.04
BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	$46.60	$10.18	$17.25	0.00	$74.03

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

DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile*

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.30	$9.93	16.51	$0.00	$49.74
2	60	$27.96	$9.93	16.51	$0.00	$54.40
3	70	$32.62	$9.93	16.51	$0.00	$59.06
4	80	$37.28	$9.93	16.51	$0.00	$63.72
5	90	$41.94	$9.93	16.51	$0.00	$68.38

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.30	$10.18	17.25	$0.00	$50.73
2	60	$27.96	$10.18	17.25	$0.00	$55.39
3	70	$32.62	$10.18	17.25	$0.00	$60.05
4	80	$37.28	$10.18	17.25	$0.00	$64.71
5	90	$41.94	$10.18	17.25	$0.00	$69.37

Notes:

Apprentice to Journeyworker Ratio:1:3

MECH. SWEEPER OPERATOR (NON-CONSTRUCTION) *SWEEPER LOCAL 25 (NON-CONSTRUCTION)*	07/01/2011	$24.80	$5.49	$0.00	0.00	$30.29

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DEPARTMENT OF LABOR STANDARDS

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
MILLWRIGHT (Zone 1) *MILLWRIGHTS LOCAL 1121 - Zone 1*	04/01/2011	$33.57	$8.67	$15.61	0.00	$57.85

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
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Lt Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 1*
Effective Date - 04/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$16.79	$8.67	11.64	$0.00	$37.10
2	55	$18.46	$8.67	11.64	$0.00	$38.77
3	60	$20.14	$8.67	13.23	$0.00	$42.04
4	65	$21.82	$8.67	13.23	$0.00	$43.72
5	70	$23.50	$8.67	14.02	$0.00	$46.19
6	75	$25.18	$8.67	14.02	$0.00	$47.87
7	80	$26.86	$8.67	14.82	$0.00	$50.35
8	85	$28.53	$8.67	14.82	$0.00	$52.02

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$21.28	$10.00	$12.40	0.00	$43.68
	06/01/2012	$21.56	$10.00	$12.40	0.00	$43.96
	12/01/2012	$21.90	$10.00	$12.40	0.00	$44.30
	06/01/2013	$22.32	$10.00	$12.40	0.00	$44.72
	12/01/2013	$22.74	$10.00	$12.40	0.00	$45.14

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DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
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Lt Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$24.51	$10.00	$12.40	0.00	$46.91
	06/01/2012	$24.85	$10.00	$12.40	0.00	$47.25
	12/01/2012	$25.24	$10.00	$12.40	0.00	$47.64
	06/01/2013	$25.72	$10.00	$12.40	0.00	$48.12
	12/01/2013	$26.21	$10.00	$12.40	0.00	$48.61
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2012	$44.01	$7.80	$14.60	0.00	$66.41
	07/01/2012	$45.01	$7.80	$14.60	0.00	$67.41
	01/01/2013	$46.01	$7.80	$14.60	0.00	$68.41

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.01	$7.80	0.00	$0.00	$29.81
2	55	$24.21	$7.80	3.25	$0.00	$35.26
3	60	$26.41	$7.80	3.54	$0.00	$37.75
4	65	$28.61	$7.80	3.84	$0.00	$40.25
5	70	$30.81	$7.80	12.83	$0.00	$51.44
6	75	$33.01	$7.80	13.13	$0.00	$53.94
7	80	$35.21	$7.80	13.42	$0.00	$56.43
8	90	$39.61	$7.80	14.01	$0.00	$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.51	$7.80	0.00	$0.00	$30.31
2	55	$24.76	$7.80	3.25	$0.00	$35.81
3	60	$27.01	$7.80	3.54	$0.00	$38.35
4	65	$29.26	$7.80	3.84	$0.00	$40.90
5	70	$31.51	$7.80	12.83	$0.00	$52.14
6	75	$33.76	$7.80	13.13	$0.00	$54.69
7	80	$36.01	$7.80	13.42	$0.00	$57.23
8	90	$40.51	$7.80	14.01	$0.00	$62.32

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2012	$34.91	$7.80	$14.60	0.00	$57.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*	07/01/2012	$35.91	$7.80	$14.60	0.00	$58.31
	01/01/2013	$36.91	$7.80	$14.60	0.00	$59.31

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TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - New*

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.46	$7.80	0.00	$0.00	$25.26
2	55	$19.20	$7.80	3.25	$0.00	$30.25
3	60	$20.95	$7.80	3.54	$0.00	$32.29
4	65	$22.69	$7.80	3.84	$0.00	$34.33
5	70	$24.44	$7.80	12.83	$0.00	$45.07
6	75	$26.18	$7.80	13.13	$0.00	$47.11
7	80	$27.93	$7.80	13.42	$0.00	$49.15
8	90	$31.42	$7.80	14.01	$0.00	$53.23

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.96	$7.80	0.00	$0.00	$25.76
2	55	$19.75	$7.80	3.25	$0.00	$30.80
3	60	$21.55	$7.80	3.54	$0.00	$32.89
4	65	$23.34	$7.80	3.84	$0.00	$34.98
5	70	$25.14	$7.80	12.83	$0.00	$45.77
6	75	$26.93	$7.80	13.13	$0.00	$47.86
7	80	$28.73	$7.80	13.42	$0.00	$49.95
8	90	$32.32	$7.80	14.01	$0.00	$54.13

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 02/17/2012 **Wage Request Number:** 20120217-002 **Page 32 of 58**

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2012	$32.97	$7.80	$14.60	0.00	$55.37
	07/01/2012	$33.97	$7.80	$14.60	0.00	$56.37
	01/01/2013	$34.97	$7.80	$14.60	0.00	$57.37

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Issue Date: 02/17/2012 **Wage Request Number:** 20120217-002 **Page 33 of 58**

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

DEVAL L. PATRICK
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Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint*

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$16.49	$7.80	0.00	$0.00	$24.29
2	55	$18.13	$7.80	3.25	$0.00	$29.18
3	60	$19.78	$7.80	3.54	$0.00	$31.12
4	65	$21.43	$7.80	3.84	$0.00	$33.07
5	70	$23.08	$7.80	12.83	$0.00	$43.71
6	75	$24.73	$7.80	13.13	$0.00	$45.66
7	80	$26.38	$7.80	13.42	$0.00	$47.60
8	90	$29.67	$7.80	14.01	$0.00	$51.48

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$16.99	$7.80	0.00	$0.00	$24.79
2	55	$18.68	$7.80	3.25	$0.00	$29.73
3	60	$20.38	$7.80	3.54	$0.00	$31.72
4	65	$22.08	$7.80	3.84	$0.00	$33.72
5	70	$23.78	$7.80	12.83	$0.00	$44.41
6	75	$25.48	$7.80	13.13	$0.00	$46.41
7	80	$27.18	$7.80	13.42	$0.00	$48.40
8	90	$30.57	$7.80	14.01	$0.00	$52.38

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS) *LABORERS - ZONE 1*	12/01/2011	$31.80	$7.10	$12.45	0.00	$51.35
PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	01/01/2012	$33.51	$7.80	$14.60	0.00	$55.91
	07/01/2012	$34.51	$7.80	$14.60	0.00	$56.91
	01/01/2013	$35.51	$7.80	$14.60	0.00	$57.91

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER - Local 35 Zone 2 - BRUSH NEW*

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$16.76	$7.80	0.00	$0.00	$24.56
2	55	$18.43	$7.80	3.25	$0.00	$29.48
3	60	$20.11	$7.80	3.54	$0.00	$31.45
4	65	$21.78	$7.80	3.84	$0.00	$33.42
5	70	$23.46	$7.80	12.83	$0.00	$44.09
6	75	$25.13	$7.80	13.13	$0.00	$46.06
7	80	$26.81	$7.80	13.42	$0.00	$48.03
8	90	$30.16	$7.80	14.01	$0.00	$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.26	$7.80	0.00	$0.00	$25.06
2	55	$18.98	$7.80	3.25	$0.00	$30.03
3	60	$20.71	$7.80	3.54	$0.00	$32.05
4	65	$22.43	$7.80	3.84	$0.00	$34.07
5	70	$24.16	$7.80	12.83	$0.00	$44.79
6	75	$25.88	$7.80	13.13	$0.00	$46.81
7	80	$27.61	$7.80	13.42	$0.00	$48.83
8	90	$31.06	$7.80	14.01	$0.00	$52.87

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	01/01/2012	$31.57	$7.80	$14.60	0.00	$53.97
	07/01/2012	$32.57	$7.80	$14.60	0.00	$54.97
	01/01/2013	$33.57	$7.80	$14.60	0.00	$55.97

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

JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - BRUSH REPAINT*

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$15.79	$7.80	0.00	$0.00	$23.59
2	55	$17.36	$7.80	3.25	$0.00	$28.41
3	60	$18.94	$7.80	3.54	$0.00	$30.28
4	65	$20.52	$7.80	3.84	$0.00	$32.16
5	70	$22.10	$7.80	12.83	$0.00	$42.73
6	75	$23.68	$7.80	13.13	$0.00	$44.61
7	80	$25.26	$7.80	13.42	$0.00	$46.48
8	90	$28.41	$7.80	14.01	$0.00	$50.22

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$16.29	$7.80	0.00	$0.00	$24.09
2	55	$17.91	$7.80	3.25	$0.00	$28.96
3	60	$19.54	$7.80	3.54	$0.00	$30.88
4	65	$21.17	$7.80	3.84	$0.00	$32.81
5	70	$22.80	$7.80	12.83	$0.00	$43.43
6	75	$24.43	$7.80	13.13	$0.00	$45.36
7	80	$26.06	$7.80	13.42	$0.00	$47.28
8	90	$29.31	$7.80	14.01	$0.00	$51.12

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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TIMOTHY P. MURRAY
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2011	$30.78	$8.56	$7.27	0.00	$46.61
	06/01/2012	$31.08	$8.56	$7.27	0.00	$46.91
	08/01/2012	$31.08	$8.91	$7.27	0.00	$47.26
	12/01/2012	$31.38	$8.91	$8.00	0.00	$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2011	$40.12	$8.08	$17.12	0.00	$65.32
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 1)*	08/01/2011	$40.12	$8.08	$17.12	0.00	$65.32

Apprentice - *PILE DRIVER - Local 56 Zone 1*
Effective Date - 08/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$24.07	$8.08	17.12	$0.00	$49.27
2	65	$26.08	$8.08	17.12	$0.00	$51.28
3	70	$28.08	$8.08	17.12	$0.00	$53.28
4	75	$30.09	$8.08	17.12	$0.00	$55.29
5	80	$32.10	$8.08	17.12	$0.00	$57.30
6	85	$34.10	$8.08	17.12	$0.00	$59.30
7	90	$36.11	$8.08	17.12	$0.00	$61.31
8	95	$38.11	$8.08	17.12	$0.00	$63.31

Notes:

Apprentice to Journeyworker Ratio:1:3

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

DEVAL L. PATRICK
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPEFITTER & STEAMFITTER *PIPEFITTERS LOCAL 537*	09/01/2011	$46.09	$8.75	$14.39	0.00	$69.23
	03/01/2012	$46.84	$8.75	$14.39	0.00	$69.98
	09/01/2012	$48.09	$8.75	$14.39	0.00	$71.23
	03/01/2013	$49.34	$8.75	$14.39	0.00	$72.48

Apprentice - *PIPEFITTER - Local 537*
Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$18.44	$8.75	6.50	$0.00	$33.69
2	45	$20.74	$8.75	14.39	$0.00	$43.88
3	60	$27.65	$8.75	14.39	$0.00	$50.79
4	70	$32.26	$8.75	14.39	$0.00	$55.40
5	80	$36.87	$8.75	14.39	$0.00	$60.01

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$18.74	$8.75	6.50	$0.00	$33.99
2	45	$21.08	$8.75	14.39	$0.00	$44.22
3	60	$28.10	$8.75	14.39	$0.00	$51.24
4	70	$32.79	$8.75	14.39	$0.00	$55.93
5	80	$37.47	$8.75	14.39	$0.00	$60.61

Notes:
** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)
Apprentice to Journeyworker Ratio:**

PIPELAYER *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60

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THE COMMONWEALTH OF MASSACHUSETTS
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DEVAL L. PATRICK
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS *PLUMBERS & GASFITTERS LOCAL 12*	09/01/2011	$46.01	$9.32	$13.29	0.00	$68.62
	03/01/2012	$46.81	$9.32	$13.29	0.00	$69.42
	09/01/2012	$48.06	$9.32	$13.29	0.00	$70.67
	03/01/2013	$49.31	$9.32	$13.29	0.00	$71.92

Apprentice - *PLUMBER - Local 12*
Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$16.10	$9.32	4.97	$0.00	$30.39
2	40	$18.40	$9.32	5.61	$0.00	$33.33
3	55	$25.31	$9.32	7.53	$0.00	$42.16
4	65	$29.91	$9.32	8.81	$0.00	$48.04
5	75	$34.51	$9.32	10.09	$0.00	$53.92

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$16.38	$9.32	4.97	$0.00	$30.67
2	40	$18.72	$9.32	5.61	$0.00	$33.65
3	55	$25.75	$9.32	7.53	$0.00	$42.60
4	65	$30.43	$9.32	8.81	$0.00	$48.56
5	75	$35.11	$9.32	10.09	$0.00	$54.52

Notes:
** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic$51.07 Step5 with lic$56.84

Apprentice to Journeyworker Ratio:**

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC CONTROLS (TEMP.) *PIPEFITTERS LOCAL 537*	09/01/2011	$46.09	$8.75	$14.39	0.00	$69.23
	03/01/2012	$46.84	$8.75	$14.39	0.00	$69.98
	09/01/2012	$48.09	$8.75	$14.39	0.00	$71.23
	03/01/2013	$49.34	$8.75	$14.39	0.00	$72.48
PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
POWDERMAN & BLASTER *LABORERS - ZONE 1*	12/01/2011	$32.80	$7.10	$12.45	0.00	$52.35
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.52	$10.00	$12.40	0.00	$61.92
	06/01/2012	$40.09	$10.00	$12.40	0.00	$62.49
	12/01/2012	$40.71	$10.00	$12.40	0.00	$63.11
	06/01/2013	$41.49	$10.00	$12.40	0.00	$63.89
	12/01/2013	$42.27	$10.00	$12.40	0.00	$64.67
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.52	$10.00	$12.40	0.00	$61.92
	06/01/2012	$40.09	$10.00	$12.40	0.00	$62.49
	12/01/2012	$40.71	$10.00	$12.40	0.00	$63.11
	06/01/2013	$41.49	$10.00	$12.40	0.00	$63.89
	12/01/2013	$42.27	$10.00	$12.40	0.00	$64.67
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$27.95	$10.00	$12.40	0.00	$50.35
	06/01/2012	$28.34	$10.00	$12.40	0.00	$50.74
	12/01/2012	$28.79	$10.00	$12.40	0.00	$51.19
	06/01/2013	$29.34	$10.00	$12.40	0.00	$51.74
	12/01/2013	$29.89	$10.00	$12.40	0.00	$52.29
READY-MIX CONCRETE DRIVER *TEAMSTERS LOCAL 25b*	05/01/2011	$28.03	$7.75	$5.91	0.00	$41.69

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
RESIDENTIAL WOOD FRAME (All Other Work) *CARPENTERS -ZONE 2 (Residential Wood)*	04/01/2011	$24.24	$8.67	$15.51	0.00	$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** 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.*CARPENTERS -ZONE 2 (Residential Wood)*	05/01/2011	$24.24	$6.34	$6.23	0.00	$36.81

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

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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JOANNE F. GOLDSTEIN
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Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Apprentice - *CARPENTER (Residential Wood Frame) - Zone 2*
Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$14.54	$6.34	0.00	$0.00	$20.88
2	60	$14.54	$6.34	6.23	$0.00	$27.11
3	65	$15.76	$6.34	6.23	$0.00	$28.33
4	70	$16.97	$6.34	6.23	$0.00	$29.54
5	75	$18.18	$6.34	6.23	$0.00	$30.75
6	80	$19.39	$6.34	6.23	$0.00	$31.96
7	85	$20.60	$6.34	6.23	$0.00	$33.17
8	90	$21.82	$6.34	6.23	$0.00	$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	02/01/2012	$35.56	$10.50	$10.70	0.00	$56.76
	08/01/2012	$36.56	$10.50	$10.70	0.00	$57.76
	02/01/2013	$37.56	$10.50	$10.70	0.00	$58.76

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DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER - Local 33*
Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.78	$10.50	3.38	$0.00	$31.66
2	60	$21.34	$10.50	10.70	$0.00	$42.54
3	65	$23.11	$10.50	10.70	$0.00	$44.31
4	75	$26.67	$10.50	10.70	$0.00	$47.87
5	85	$30.23	$10.50	10.70	$0.00	$51.43

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.28	$10.50	3.38	$0.00	$32.16
2	60	$21.94	$10.50	10.70	$0.00	$43.14
3	65	$23.76	$10.50	10.70	$0.00	$44.96
4	75	$27.42	$10.50	10.70	$0.00	$48.62
5	85	$31.08	$10.50	10.70	$0.00	$52.28

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE *ROOFERS LOCAL 33*	02/01/2012	$35.81	$10.50	$10.70	0.00	$57.01
	08/01/2012	$36.81	$10.50	$10.70	0.00	$58.01
	02/01/2013	$37.81	$10.50	$10.70	0.00	$59.01

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

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER (Slate/Tile/Precast Concrete) - Local 33*

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$17.91	$10.50	3.38	$0.00	$31.79
2	60	$21.49	$10.50	10.70	$0.00	$42.69
3	65	$23.28	$10.50	10.70	$0.00	$44.48
4	75	$26.86	$10.50	10.70	$0.00	$48.06
5	85	$30.44	$10.50	10.70	$0.00	$51.64

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$18.41	$10.50	3.38	$0.00	$32.29
2	60	$22.09	$10.50	10.70	$0.00	$43.29
3	65	$23.93	$10.50	10.70	$0.00	$45.13
4	75	$27.61	$10.50	10.70	$0.00	$48.81
5	85	$31.29	$10.50	10.70	$0.00	$52.49

Notes:

Apprentice to Journeyworker Ratio:**

SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 17 - A*	02/01/2012	$40.79	$9.82	$17.34	2.04	$69.99
	08/01/2012	$42.04	$9.82	$17.34	2.08	$71.28
	02/01/2013	$43.29	$9.82	$17.34	2.11	$72.56

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Prevailing Wage Rates

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Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SHEET METAL WORKER - Local 17-A*

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$16.32	$9.82	3.74	$0.00	$29.88
2	45	$18.36	$9.82	7.45	$1.07	$36.70
3	50	$20.40	$9.82	8.42	$1.16	$39.80
4	60	$24.47	$9.82	9.60	$1.32	$45.21
5	65	$26.51	$9.82	10.32	$1.40	$48.05
6	75	$30.59	$9.82	11.76	$1.57	$53.74
7	85	$34.67	$9.82	12.69	$1.72	$58.90

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$16.82	$9.82	3.74	$0.00	$30.38
2	45	$18.92	$9.82	7.45	$1.09	$37.28
3	50	$21.02	$9.82	8.42	$1.18	$40.44
4	60	$25.22	$9.82	9.60	$1.34	$45.98
5	65	$27.33	$9.82	10.32	$1.42	$48.89
6	75	$31.53	$9.82	11.76	$1.59	$54.70
7	85	$35.73	$9.82	12.69	$1.75	$59.99

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

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR *PAINTERS LOCAL 35 - ZONE 2*	06/01/2009	$24.81	$7.07	$5.90	0.00	$37.78

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SIGN ERECTOR - Local 35 Zone 2*
Effective Date - 06/01/2009

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$12.41	$7.07	0.00	$0.00	$19.48
2	55	$13.65	$7.07	2.40	$0.00	$23.12
3	60	$14.89	$7.07	2.40	$0.00	$24.36
4	65	$16.13	$7.07	2.40	$0.00	$25.60
5	70	$17.37	$7.07	5.90	$0.00	$30.34
6	75	$18.61	$7.07	5.90	$0.00	$31.58
7	80	$19.85	$7.07	5.90	$0.00	$32.82
8	85	$21.09	$7.07	5.90	$0.00	$34.06
9	90	$22.33	$7.07	5.90	$0.00	$35.30

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2011	$31.24	$8.56	$7.27	0.00	$47.07
	06/01/2012	$31.54	$8.56	$7.27	0.00	$47.37
	08/01/2012	$31.54	$8.91	$7.27	0.00	$47.72
	12/01/2012	$31.84	$8.91	$8.00	0.00	$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2011	$31.53	$8.56	$7.27	0.00	$47.36
	06/01/2012	$31.83	$8.56	$7.27	0.00	$47.66
	08/01/2012	$31.83	$8.91	$7.27	0.00	$48.01
	12/01/2012	$32.13	$8.91	$8.00	0.00	$49.04

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

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HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 550*	01/01/2012	$50.83	$8.42	$11.60	0.00	$70.85
	03/01/2012	$51.58	$8.42	$11.60	0.00	$71.60
	09/01/2012	$52.58	$8.42	$11.60	0.00	$72.60
	03/01/2013	$53.58	$8.42	$11.60	0.00	$73.60

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HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SPRINKLER FITTER - Local 550*

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$17.79	$8.42	7.85	$0.00	$34.06
2	40	$20.33	$8.42	7.85	$0.00	$36.60
3	45	$22.87	$8.42	7.85	$0.00	$39.14
4	50	$25.42	$8.42	7.85	$0.00	$41.69
5	55	$27.96	$8.42	7.85	$0.00	$44.23
6	60	$30.50	$8.42	7.85	$0.00	$46.77
7	65	$33.04	$8.42	7.85	$0.00	$49.31
8	70	$35.58	$8.42	7.85	$0.00	$51.85
9	75	$38.12	$8.42	7.85	$0.00	$54.39
10	80	$40.66	$8.42	7.85	$0.00	$56.93

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	$18.05	$8.42	7.85	$0.00	$34.32
2	40	$20.63	$8.42	7.85	$0.00	$36.90
3	45	$23.21	$8.42	7.85	$0.00	$39.48
4	50	$25.79	$8.42	7.85	$0.00	$42.06
5	55	$28.37	$8.42	7.85	$0.00	$44.64
6	60	$30.95	$8.42	7.85	$0.00	$47.22
7	65	$33.53	$8.42	7.85	$0.00	$49.80
8	70	$36.11	$8.42	7.85	$0.00	$52.38
9	75	$38.69	$8.42	7.85	$0.00	$54.96
10	80	$41.26	$8.42	7.85	$0.00	$57.53

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
TELECOMMUNICATION TECHNICIAN *ELECTRICIANS LOCAL 103*	09/01/2011	$31.42	$13.00	$12.22	0.00	$56.64
	03/01/2012	$31.78	$13.00	$12.23	0.00	$57.01
	09/01/2012	$32.29	$13.00	$12.25	0.00	$57.54
	03/01/2013	$32.83	$13.00	$12.26	0.00	$58.09
	09/01/2013	$33.34	$13.00	$12.28	0.00	$58.62
	03/01/2014	$33.88	$13.00	$12.30	0.00	$59.18
	09/01/2014	$34.38	$13.00	$12.31	0.00	$59.69
	03/01/2015	$34.91	$13.00	$12.33	0.00	$60.24
	09/01/2015	$35.63	$13.00	$12.35	0.00	$60.98
	03/01/2016	$36.35	$13.00	$12.37	0.00	$61.72

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *TELECOMMUNICATION TECHNICIAN - Local 103*

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$12.57	$13.00	9.27	$0.00	$34.84
2	40	$12.57	$13.00	9.27	$0.00	$34.84
3	45	$14.14	$13.00	9.51	$0.00	$36.65
4	45	$14.14	$13.00	9.51	$0.00	$36.65
5	50	$15.71	$13.00	9.76	$0.00	$38.47
6	55	$17.28	$13.00	10.01	$0.00	$40.29
7	60	$18.85	$13.00	10.26	$0.00	$42.11
8	65	$20.42	$13.00	10.50	$0.00	$43.92
9	70	$21.99	$13.00	10.75	$0.00	$45.74
10	75	$23.57	$13.00	11.00	$0.00	$47.57

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$12.71	$13.00	9.27	$0.00	$34.98
2	40	$12.71	$13.00	9.27	$0.00	$34.98
3	45	$14.30	$13.00	9.51	$0.00	$36.81
4	45	$14.30	$13.00	9.51	$0.00	$36.81
5	50	$15.89	$13.00	9.76	$0.00	$38.65
6	55	$17.48	$13.00	10.01	$0.00	$40.49
7	60	$19.07	$13.00	10.26	$0.00	$42.33
8	65	$20.66	$13.00	10.50	$0.00	$44.16
9	70	$22.25	$13.00	10.75	$0.00	$46.00
10	75	$23.84	$13.00	11.00	$0.00	$47.84

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	02/01/2012	$46.49	$9.93	$16.51	0.00	$72.93
	03/01/2012	$45.50	$10.18	$17.25	0.00	$72.93

Notes:

Apprentice to Journeyworker Ratio:1:1

Apprentice - *TERRAZZO FINISHER - Local 3 Marble & Tile*

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.25	$9.93	16.51	$0.00	$49.69
2	60	$27.89	$9.93	16.51	$0.00	$54.33
3	70	$32.54	$9.93	16.51	$0.00	$58.98
4	80	$37.19	$9.93	16.51	$0.00	$63.63
5	90	$41.84	$9.93	16.51	$0.00	$68.28

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.75	$10.18	17.25	$0.00	$50.18
2	60	$27.30	$10.18	17.25	$0.00	$54.73
3	70	$31.85	$10.18	17.25	$0.00	$59.28
4	80	$36.40	$10.18	17.25	$0.00	$63.83
5	90	$40.95	$10.18	17.25	$0.00	$68.38

Notes:
Steps are 800 hrs.

Apprentice to Journeyworker Ratio:1:3

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

DEVAL L. PATRICK
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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	12/01/2011	$33.05	$7.10	$12.60	0.00	$52.75

Apprentice - *TEST BORING DRILLER (Laborers Foundation & Marine)*
Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$19.83	$7.10	12.60	$0.00	$39.53
2	70	$23.14	$7.10	12.60	$0.00	$42.84
3	80	$26.44	$7.10	12.60	$0.00	$46.14
4	90	$29.75	$7.10	12.60	$0.00	$49.45

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	12/01/2011	$31.77	$7.10	$12.60	0.00	$51.47
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	12/01/2011	$31.65	$7.10	$12.60	0.00	$51.35

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

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
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Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Apprentice - *TEST BORING LABORER (Laborers Foundation & Marine)*
Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$18.99	$7.10	12.60	$0.00	$38.69
2	70	$22.16	$7.10	12.60	$0.00	$41.86
3	80	$25.32	$7.10	12.60	$0.00	$45.02
4	90	$28.49	$7.10	12.60	$0.00	$48.19

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.16	$10.00	$12.40	0.00	$61.56
	06/01/2012	$39.72	$10.00	$12.40	0.00	$62.12
	12/01/2012	$40.34	$10.00	$12.40	0.00	$62.74
	06/01/2013	$41.11	$10.00	$12.40	0.00	$63.51
	12/01/2013	$41.89	$10.00	$12.40	0.00	$64.29
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2011	$31.82	$8.56	$7.27	0.00	$47.65
	06/01/2012	$32.12	$8.56	$7.27	0.00	$47.95
	08/01/2012	$32.12	$8.91	$7.27	0.00	$48.30
	12/01/2012	$32.42	$9.07	$8.00	0.00	$49.49
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	12/01/2011	$44.08	$7.10	$13.00	0.00	$64.18
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	12/01/2011	$46.08	$7.10	$13.00	0.00	$66.18
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	12/01/2011	$36.15	$7.10	$13.00	0.00	$56.25

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

DEVAL L. PATRICK
Governor

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Lt. Governor

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	12/01/2011	$38.15	$7.10	$13.00	0.00	$58.25
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE A*	12/01/2011	$31.24	$8.56	$7.27	0.00	$47.07
	06/01/2012	$31.54	$8.56	$7.27	0.00	$47.37
	08/01/2012	$31.54	$8.91	$7.27	0.00	$47.72
	12/01/2012	$31.84	$8.91	$8.00	0.00	$48.75
WAGON DRILL OPERATOR *LABORERS - ZONE 1*	12/01/2011	$32.05	$7.10	$12.45	0.00	$51.60
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2011	$39.52	$10.00	$12.40	0.00	$61.92
	06/01/2012	$40.09	$10.00	$12.40	0.00	$62.49
	12/01/2012	$40.71	$10.00	$12.40	0.00	$63.11
	06/01/2013	$41.49	$10.00	$12.40	0.00	$63.89
	12/01/2013	$42.27	$10.00	$12.40	0.00	$64.67
WATER METER INSTALLER *PLUMBERS & GASFITTERS LOCAL 12*	09/01/2011	$46.01	$9.32	$13.29	0.00	$68.62
	03/01/2012	$46.81	$9.32	$13.29	0.00	$69.42
	09/01/2012	$48.06	$9.32	$13.29	0.00	$70.67
	03/01/2013	$49.31	$9.32	$13.29	0.00	$71.92
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/29/2011	$27.11	$6.70	$1.50	0.00	$35.31
CABLEMAN (Underground Ducts & Cables) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/29/2011	$38.41	$6.70	$1.00	0.00	$46.11
DRIVER / GROUNDMAN CDL *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/29/2011	$31.63	$6.70	$2.50	0.00	$40.83
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/29/2011	$24.85	$6.70	$1.50	0.00	$33.05
EQUIPMENT OPERATOR (Class A CDL) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/29/2011	$38.41	$6.70	$5.00	0.00	$50.11

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

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-39 **City/Town:** NEWTON
Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
EQUIPMENT OPERATOR (Class B CDL) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/29/2011	$33.89	$6.70	$2.75	0.00	$43.34
GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/29/2011	$24.85	$6.70	$1.00	0.00	$32.55
GROUNDMAN -Inexperienced (<2000 Hrs.) *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/29/2011	$20.34	$6.70	$0.75	0.00	$27.79
JOURNEYMAN LINEMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	08/29/2011	$45.19	$6.70	$7.86	0.00	$59.75

Apprentice - *LINEMAN (Outside Electrical) - East Local 104*
Effective Date - 08/29/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$27.11	$6.70	2.11	$0.00	$35.92
2	65	$29.37	$6.70	2.36	$0.00	$38.43
3	70	$31.63	$6.70	2.86	$0.00	$41.19
4	75	$33.89	$6.70	3.36	$0.00	$43.95
5	80	$36.15	$6.70	3.86	$0.00	$46.71
6	85	$38.41	$6.70	4.36	$0.00	$49.47
7	90	$40.67	$6.70	5.36	$0.00	$52.73

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	07/18/2011	$25.94	$4.18	$2.78	0.00	$32.90
	07/16/2012	$26.33	$4.18	$2.79	0.00	$33.30
TELEDATA LINEMAN/EQUIPMENT OPERATOR *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	07/18/2011	$24.42	$4.18	$2.73	0.00	$31.33
	07/16/2012	$24.78	$4.18	$2.74	0.00	$31.70

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-39 **City/Town:** NEWTON

Description of Work: Annual - Main Library Chiller and Related Equipment Service Works

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELEDATA WIREMAN/INSTALLER/TECHNICIAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	07/18/2011	$24.42	$4.18	$2.73	0.00	$31.33
	07/16/2012	$24.78	$4.18	$2.74	0.00	$31.70
TREE TRIMMER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* This classification applies only to the trimming of branches on and around utility lines.	02/01/2009	$16.59	$2.42	$0.00	0.00	$19.01
TREE TRIMMER GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104* This classification applies only to the trimming of branches on and around utility lines.	02/01/2009	$14.64	$2.42	$0.00	0.00	$17.06

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

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

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
** Multiple ratios are listed in the comment field.
*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor 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 "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 02/17/2012 **Wage Request Number:** 20120217-002 **Page 58 of 58**

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

_____, 2012

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.

BUILDING MAINTENANCE SERVICE CONTRACT

SPECIAL CONDITIONS

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

1.0 SUMMARY OF WORK

A. The Work under the Contract consists of:

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

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

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

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

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

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

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

2.0 PROJECT SITE

A. The area of work for this contract shall be the Newton Main Libary Newton as specified on Purchase orders to be issued from time to time during the term of this Contract.

3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

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

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

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

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

4.0 PAYMENT

A. Upon completion of the work specified in the Work Order, the Contractor may submit an invoice to the Public Building Department for the work performed. The Contractor will be paid only upon accepted completion of the work authorized. It shall be Contractor's responsibility to notify the Public Building Department upon completion of the work and to insure the work is promptly inspected by a Building Department representative.

5.0 COMMUNICATIONS

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

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

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

6.0 PLANS AND SPECIFICATIONS

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

7.0 COORDINATION

The Contractor shall:

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

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

8.0 CONDUCT OF THE WORK

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

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

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

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

9.0 ALTERATION

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

10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

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

B. Protection of Persons and Property

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

C. Shutdown of Services

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

D. Care of Work

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

E. Removal of Debris

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

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

11.0 TEMPORARY UTILITIES

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

12.0 SUBMISSION OF PAYROLLS

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

13.0 DRAWINGS (IF APPLICABLE)

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

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

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

14.0 MATERIALS

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

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

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

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

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

15.0 WARRANTY AND INDEMNIFICATION

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

B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including 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 caused in part by a party indemnified hereunder.

END OF SECTION

PUBLIC BUIDINGS SPECIFICATIONS

FOR

THE SERVICING, REPAIRING AND PREVENTATIVE MAINTENANCE ASSOCIATED WITH THE TRANE CHILLER, CALMAC ICE STORAGE TANKS AND RELATED EQUIPMENT LOCATED AT THE MAIN LIBRARY, 330 HOMER STREET, NEWTON CENTRE, MA 02459

1.00 SCOPE OF WORK

1.01 Provide all the labor, materials, equipment, transportation, and supervision necessary for the servicing, repairing, preventative maintenance and total system Y2K upgrade associated with the TRANE CHILLER, CALMAC ICE STORAGE TANKS AND RELATED EQUIPMENT located at the Main Library, 330 Homer Street, Newton Centre, MA 02459 during the period of **March 1, 2012 through February 28, 2013**, with the option, at the City's sole discretion, to extend for two (2) additional one-year terms with no change to the contract price and terms and conditions.

1.02 These Specifications include, but are not limited to, the following types of equipment and controls:

Quantity	Manufacturer	Model/Type of equipment	Serial Number
1	Trane	CVHE 032FA	L90G02555
1	Trane	Tracer control system	
1	BAC	VFL723NMR	89101562
1	BAC	VFL723NMR	89101563
1 set	Condenser Water Pumps		
1 set	Evaporator Water Pumps		
11	Calmac Ice Storage Tanks		
1	Trane System Control Panel		
5	ASEA Brown Boveria Flow Economizer G Variable Frequency Drives		

2.00 SPECIAL CONDITIONS

2.01 This Contract will be awarded to a Contractor whose primary business is Air Conditioning mechanical maintenance, repair, and service of equipment of the magnitude as covered under this Contract, and who has employees regularly under his employ who perform all required mechanical/electrical maintenance, service, and repair functions as required.

2.02 The Contractor shall have the required experience and knowledge of Trane Company equipment to perform service work on equipment covered under section 1.02 of these specifications and shall have been in the HVAC Mechanical Maintenance service and repair business for at least 10 (ten) years, and who have serviced the items listed in section 1.02 of these specifications for a minimum of 7-10 years, and must have at least 3 (three) customers who can be used as references who have equipment as listed in section 1.02 of these specifications.

2.03 The Contractor shall provide the phone number of a dispatcher, regularly employed by him; this number shall be manned **twenty-four (24) hours a day, seven days a week;** recorded message-taking devices **are not acceptable.**

2.04 The Contractor, after receiving a service call from the Public Buildings Department, shall commence Work within the following time limits:

A. **Emergency Work Requests** must start within I **(one) hour.**

B. **All other Work Requests** may start within **24 (twenty-four) hours,** unless granted an extension by the Building Commissioner or his designee.

2.05 The contractor shall perform work only at the request of the Public Buildings Department. Payment for work performed at the request of any department will not be honored.

2.06 Before commencing Work, the Public Buildings Department's HVAC Technologist (phone 617-796-1608) and/or the Building Custodian shall be contacted to determine the location and extent of required repairs, maintenance, or servicing. The Building Custodian will provide access to all areas where repairs, maintenance servicing are required.

2.07 All service call problems shall be eliminated on the first call; first call-back for the same problem will be paid for at 50% of the Contract service rate; second call-back for the same problem will be paid for at 25% of the Contract service rate; subsequent call-backs will not be paid for by the City of Newton.

2.08 The Contractor shall maintain Comprehensive General Liability Insurance. The coverage shall be for amounts stated in paragraph 2.9 of the General Conditions of the Contract.

2.09 The Contractor shall acquire and maintain all service manuals for the various pieces of equipment covered under this Contract.

2.10 The Contractor shall agree to meet with the Public Buildings Department, when requested, for the discussion and review of various problems encountered, and to provide a written status report at each meeting.

2.11 During the bidding period, the City of Newton will set a time, as required, for all bidders as a group to visit the facility with designated City personnel; bidders will be responsible for all Work under this Contract whether they visit the facility or not.

2.12 The Contractor shall, at the request of the City, investigate and offer estimates and quotations of Work to be done, at no cost to the City.

3.00 CHILLER TRISTAR CONVERSIONS, PANELS, CHILLER CONTROL

3.01 All bidders must demonstrate their ability to support the chiller control system by providing three references where similar services are being performed on equipment utilizing the same hardware/software. Failure to do so will be cause for elimination.

a. The System Control Panel is the main interface between the Trane Tracer 100 Module and the Chiller Control Panel. The Chiller Control Panel is critical to sequence and operation of the chiller plant. The panel is instrumental in sequencing and selecting optimum performance of the chillers.

b. Each bidder shall have the ability to remotely monitor the control system to diagnose system conditions and assist onsite staff with operating problems.

4.00 SPECIFIC CONDITIONS: REFRIGERATION AND AIR CONDITIONING EQUIPMENT AND SYSTEMS.

4.01 TRANE CENTRIFUGAL CHILLER

A. ANNUAL WINTER MAINTENANCE

Once a year a thorough preventive maintenance schedule will be performed including, but not limited to, the following:

1. Furnish nitrogen, oil filters, gaskets as required.
2. Pressure test as required for leaks and maintenance purposes.
3. Detailed inspection of purge system and replacement of compressor valve plate, cleaning of purge oil separator, purge drum and purge condensing coil. Change purge oil and purge float valve seat.
4. Check condition of contacts for wear, pitting and erosion.
5. Check and calibrate safety controls. Oil pressure and high pressure controls to be calibrated with metered gas.
6. Meg compressor motor and oil pump motor. Record readings.
7. Check pot ash oil (or electronic overload if present) in main starter, tighten all starter terminals and check contacts for wear.
8. Tighten motor terminals and control panel terminals.
9. Clean oil strainer, replace filter and gasket (if applicable).
10. Tighten oil heater leads, record amperage.
11. Check operation of vane positioner.
12. Remove oil tank head, clean, inspect and note any residual build-up (if required).
13. Replace oil tank head gasket.

B. WRITTEN REPORTS

1. To be provided to Public Buildings Department, 52 Elliot Street, Newton Highlands, MA 02461 following each regular or emergency call no later than 24 hours after each service call and/or inspection.

C. SEASONAL START-UP

1. Start Machine - check controls and calibrate.
2. Complete operating log and record settings.
3. Check refrigerant and oil levels.
4. Check purge operation.
5. Check external interlocks including flow switches and provide customer with estimate to repair.
6. Check starter operation, voltage and current.
7. Set up operating log with operator.

D. SCHEDULED PREVENTATIVE MAINTENANCE

Monthly Inspections during the operating season will be made and include:

1. Adjust operating and safety controls. Record settings.
2. Complete operating log of temperatures, pressures, voltages and amperages.
3. Change oil in purge vacuum pumps when required.
4. Check operation of purge system.
5. Check operation of control circuit.
6. Check operation of lubrication system including oil pump and oil pressure regulator.
7. Check operation of motor and starter.
8. Check customer log with operator, discuss operation of the machine.
9. Report to operator any uncorrected deficiencies noted.

E. OIL ANALYSIS

1. Remove sample of compressor(s) oil for factory chemical analysis for moisture, acid, and wear metals content. (Sample to be taken on last scheduled preventive maintenance visit prior to shut down.)

F. CLEAN CONDENSER TUBES

1. Once a year, furnish labor for brush cleaning of condenser tubes.

G. EDDY CURRENT TUBE ANALYSIS

Testing of each tube for wear and pitting, to be performed on the condenser every 3 years and the evaporator 3 years.

Condenser March **2012** Evaporator March **2012**

H. REFRIGERANT ANALYSIS

1. Remove sample of Compressor Refrigerant for analysis of acid and moisture content (as required)

I. ANNUAL OPERATOR'S TRAINING

1. Once a year provide up to eight (8) hours of factory training for operators or building engineers on the equipment covered.

J. MAJOR REPAIR LABOR

1. This includes all straight-time labor to diagnose, repair or replace failed components of the equipment covered under the provisions of this agreement.

K. REPLACEMENT PARTS AND COMPONENTS

1. All parts, refrigerant oil and other material to complete repairs are furnished under the provisions of this agreement.

L. EMERGENCY SERVICE

1. This coverage includes the availability of priority scheduling and issuance of a 24-hour emergency telephone number.

4.02 COOLING TOWER MAINTENANCE

The Service Company will furnish maintenance for the cooling tower under this agreement as shown below:

A. SEASONAL START-UP

1. Clean debris from platform and surrounding area.
2. Clean water sump and check condition.
3. Clean float valve assembly and adjust for proper operation.
4. Check and clean bleed-off line and overflow.
5. Clean tower strainers.
6. Check tower spray nozzles and eliminators.
7. Flush cooling tower after cleaning.
8. Check sump heaters and thermostats for calibration and operation.
9. Check and adjust fan belts.
10. Clean tower sump.
11. Check for leaks.
12. Lubricate fan and motor bearings per manufacturer's start-up recommendations.
13. Check amperage on motors.
14. Inspect electrical connections, contractors, relays and operating/safety controls.
15. Check and adjust condenser water temperature regulator system.
16. Report any uncorrected deficiencies to the Public Buildings Department.

B. SCHEDULED PREVENTATIVE MAINTENANCE

Monthly Inspections during the operating season will be made and include:

1. Inspect fan, motor and belts.
2. Check oil level in gear reducer. Add oil as required.
3. Check intake strainer, bleed and overflow.

C. DRAIN COOLING TOWER

1. Drain cooling tower at time of equipment shut down and inspect for unit deficiencies.

D. FLUSH AND CLEAN COOLING TOWER

1. Flush and clean cooling tower at time of equipment shut down. Report to Public Buildings Department any deficiencies noted.

E. WRITTEN REPORT

1. Must be provided to the Public Buildings Department following each regular or emergency call within five (5) days of the call.

4.03 PUMP MAINTENANCE

The Service Company will furnish maintenance for the pumps covered by this Service Agreement to include the services listed below:

A. ANNUAL WINTER MAINTENANCE

1. Clean pump strainers.
2. Lubricate pump bearings per manufacturer's recommendations.
3. Lubricate motor bearings per manufacturer's recommendations.
4. Tighten all nuts and bolts. Check motor mounts and vibration pads.
5. Visually check pump alignment and coupling.
6. Inspect electrical connections and contractors.
7. Check and clean strainers and check hand valves.

B. SEASONAL START-UP

1. Clean pumps.
2. Check mechanical seals and pump packings.
3. Record motor voltage and amperage.
4. Report any uncorrected deficiencies to the Public Buildings Department, 52 Elliot Street, Newton Highlands, MA 02461.

C. SCHEDULED PREVENTATIVE MAINTENANCE

MONTHLY inspections during the operating season shall include the following:

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check suction and discharge pressures.
4. Check packing or mechanical seal.
5. Check motor voltage and amperage.

D. ADDITIONAL REQUIREMENTS

1. Contract includes component repair and replacement of all cooling system pumps as required.

E. WRITTEN REPORTS

1. To be provided to the Public Buildings Department, 52 Elliot Street, Newton Highlands, MA 02461 within twenty-four (24) hours following each regular or emergency call.

4.04 ASSOCIATED PNEUMATIC CONTROLS

The Service Company will furnish service on the Pneumatic controls as follows:

A. **ANNUAL INSPECTION MAINTENANCE** consisting of monthly visits during each year.

1. Check batteries, power supplies, AC&DC voltages for all associated pneumatic control panels and controllers.
2. Run software & hardware diagnostics to verify system performance.
3. Analyze database to determine validity and functional operation of database & programming.
4. Review logs for malfunctions.
5. Calibrate where accessible.
6. Clean and inspect pneumatic control panels, controllers.
7. Verify performance of points by deviation from control set point.

B. **WRITTEN REPORTS**

1. To be provided to the Public Buildings Department, 52 Elliot Street, Newton Highlands, MA 02461 within twenty-four (24) hours following each inspection.

C. **ADDITIONAL REQUIREMENTS**

1. Visits are to be monthly during chiller operating season.

D. A yearly Tracer software back-up shall be given to the City of Newton.

E. The successful contractor shall show evidence of being factory trained and shall provide as part of the bid a list of three references where work has been performed on similar systems for the past 5-7 years.

4.05 **WATER TREATMENT SERVICE**

The Service Company will furnish water treatment services as indicated below:

A. **CONDENSER WATER (COOLING TOWER-OPEN SYSTEM)**

Annual Inspection:

1. Clean chemical feed pump section strainer.
2. Disassemble and clean bleed line strainer.
3. Disassemble and clean flow through sensor.
4. Disassemble and clean solution bleed valve.
5. Disassemble and clean check valve assembly.
6. Check chemicals in feed tank and add as required.
7. Check dissolved solid content in water.
8. Check ph of water being treated.
9. Check bleed rate.
10. Check chemical content in system being treated.
11. Check conductivity controller operation.
12. Adjust chemical feed pump as required.
13. Check for algae.
14. Add chemicals as required (chemicals included)

B. CONDENSER WATER (COOLING TOWER-OPEN SYSTEM) Monthly Inspection:

1. Check chemicals in feed tank and adjust as required.
2. Check dissolved solids contents in water.
3. Check ph of water being treated.
4. Check bleed rate.
5. Check chemical content in system being treated.
6. Check conductivity controller operation.
7. Adjust chemical content in system being treated.
8. Check for algae

C. CHILLED/HOT WATER (CLOSED LOOP SYSTEM)

1. Periodic Inspection: Monthly during the operating season.

   a. Check chemical content in system being treated.
   b. Add chemicals as required (chemical included).

D. CHEMICAL CLEANING OF CONDENSER

1. Included as option to mechanical cleaning.

4.06 ELEVEN (11) CALMAC ICE STORAGE TANKS

A. Periodic Inspection During Cooling Season for proper operation in accordance with manufacturer's specifications.

   1. Monthly

B. Periodic Inspection During Off Season

   1. Every Other Month

C. Chemical Treatment

   l. Testing of chemical values monthly and adding as required in accordance with manufacturer's specifications.

5.00 GENERAL CONDITIONS

5.01 The Contractor shall have with him, on each visit, a Work Order or Service Report listing the material used and the time consumed while on each job. This Work Order or Service Report must be signed by the Custodian or Department Representative as evidence that the Work was accomplished. A copy of this signed order or report shall be attached to the appropriate written report or invoice which shall be forwarded to the Public Buildings Department, 52 Elliot Street, Newton Highlands, MA 02461; **the original shall be left with the Custodian.**

5.02 All materials and workmanship shall be first quality, new and of the best grade, satisfactory to the Building Commissioner or his designee who shall have the right to reject any part of the Work in case workmanship or materials are not of satisfactory quality.

5.03 During all Work, care shall be taken to prevent damage to existing equipment. Any such damage shall be promptly repaired at no cost to the Public Buildings Department, 52 Elliot Street, Newton Highlands, MA 02461.

5.04 All workmanship shall conform to the best practice in the trade, and all Work shall be performed by **skilled labor** in their field.

5.05 The Contractor shall at all times keep the premises clean from accumulation of waste materials or rubbish caused by his employees or Work, and at the completion of the Work, he shall remove all tools and surplus materials and leave the premises clean.

5.06 The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable OSHA provisions to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

5.07 All work shall comply with all state and local codes.

5.08 By submitting a bid, the Contractor has agreed that he will provide any service, material and labor necessary to maintain in proper, correct and continuous operation, the equipment listed and/or as required. The Contractor shall furnish all replacement parts and components as necessary for the continuous and proper operation of all equipment to the complete satisfaction of the Public Buildings Commissioner.

6.00 NEW PARTS AND COMPONENTS

6.01 All removed parts and components replaced by new parts and components, without trade-in allowance to the City of Newton, must be left at the building with the Custodian in charge. In the event the components are not required by the City, proper disposal of these components is required.

6.02 In the event new major parts or components costing over three hundred and fifty dollars ($350.00) should be required, the Contractor shall advise the Public Buildings Commissioner in writing, and obtain the Commissioner's approval prior to performing said Work. In an emergency situation, the Public Buildings Commissioner or his designee's approval may be obtained by telephone (617-796-1600).

7.00 INVOICING

7.01 No partial payment requests shall be submitted until the entire job is completed.

7.02 Invoices must be mailed in triplicate within five (5) days after each job has been completed, to:

Public Buildings Department
52 Elliot Street
Newton Highlands, MA 02461

7.03 Each invoice for work must reflect the Public Buildings Department, 52 Elliot Street, Newton Highlands, MA 02461 Work Order Number assigned to that job. The Work Order Number consists of 4 or 5 numbers (e.g. 6789, 12345 etc.).

In addition, each invoice shall be supplemented with a written service report (in triplicate) reflecting:

A. Location and Date
B. Time of Start and Finish of Work.
C. Number of Workmen
D. Brief Description of Work Performed.
E. Name and Number of Parts Replaced, With a Statement if Rebuilt or New Parts or Components were used.
F. Recommendation or Comments Pertaining to the Installation and/or Operations.

7.04 Each invoice will be based on time and materials. Labor costs will be reflected separately and will be billed in accordance with the applicable contract hourly rates. Material used will be reflected on the invoice by quantity and unit cost plus 15%. **Each invoice shall have a complete break-out of labor, materials and any other miscellaneous charges.**

7.05 LABOR CHARGES

All labor charges will be based solely on the actual time expended to perform the required Work. **Labor charges will not be based on a "portal to portal" operation.** If, during the course of the Work, it is determined that parts are required in order to finish the Work, the Public Buildings Department may give permission for the repairman to locally pick up the parts, in which case the bid hourly rate for one (1) man will continue during the pick-up period.

The contractor shall bill for such service at the Standard or Premium rate quoted on the Itemized Bid Sheet.

1. **Standard Rate:** The Standard Rate shall apply to any repair that does not meet the criteria for Premium Rate.

2. **Premium Rate:** The Premium Rate shall apply to any repair which the city requests the Contractor to commence between 5:00 PM and 8:00 AM Monday through Friday, and anytime on Saturday or Sunday, or any repair which the City requires the Contractor to commence within 1 hour or less of notification.

The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior authorization to treat the work as a Premium Rate repair.

7.06 MATERIAL PRICES

All materials shall be invoiced at actual cost plus 15 percent (15%) surcharge. Copies of the Contractor's own purchase invoices reflecting actual costs shall be made available to the City of Newton when requested by the Building Commissioner.

8.00 GUARANTEE

8.01 All labor, materials, and equipment furnished under this Contract shall be guaranteed by the Contractor for a period of one year from the date of final acceptance of all Work. In the event of failure of materials or equipment during the guarantee period, the defective segment shall be replaced promptly, upon notice from the City, by, and at the expense of, the Contractor.

END OF SPECIFICATION