CITY OF NEWTON

PURCHASING DEPARTMENT

CONTRACT FOR PARKS & RECREATION

(M. G. L. Ch. 30, Sec. 39m)

PROJECT MANUAL:

FENCE & GATE INSTALLATION AND REPAIRS

INVITATION FOR BID #12-45

Pre-Bid Meeting: March 7, 2012 at 10:30 a.m.

Bid Opening Date: March 15, 2012 at 10:30 a.m.

MARCH 2012

Setti D. Warren, Mayor

CITY OF NEWTON
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ANNUAL - FENCE & GATE INSTALLATION AND REPAIRS

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CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID No. #12-45

The City of Newton invites sealed bids from Contractors for

ANNUAL - FENCE & GATE INSTALLATION AND REPAIRS

Pre bid will be held at: **10:30 a.m. on March 7, 2012, at Newton City Hall, Room 204**
Bids will be received until: **10:30 a.m. on March 15, 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 Specifications will be available online at the City's website**:** **www.newtonma.gov/bids** or for pickup at the Purchasing Department after: **10:00 a.m., March 1, 2012**. There will be no charge for contract documents.

Work under this contract is to install and repair fencing and gates throughout the City of Newton and shall include all labor, supervision, materials, and equipment described within this project manual. No other charges will be accepted.

Contract Term: The term of this Agreement **shall extend from July 1, 2012 to June 30, 2013.** The City shall have the option at its sole discretion to extend the Agreement for two (2) additional one (1) year terms. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

All bids shall be submitted as one ORIGINAL and one COPY.

Award will be made to the bidder with the lowest total contract price that has been deemed responsible and eligible.
All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year**. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests**. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual**.** The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

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

City of Newton bids are available on the City's web site, **www.newtonma.gov/bids.** 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 e-mail purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

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

CITY OF NEWTON
Maryann LaRosee
Purchasing Department
March 1, 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 purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, March 9, 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 **www.newtonma.gov/bids**.

2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the 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 #12-45**.

ARTICLE 3 - MBE PARTICIPATION

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

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

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.

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

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

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

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

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

* GENERAL BID FOR:

* NAME OF PROJECT AND **INVITATION NUMBER**

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

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

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

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

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

“Equality” - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

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

1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.

2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disquality you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

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

5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

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

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

ARTICLE 6 - WITHDRAWAL OF BIDS

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

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

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

ARTICLE 7 - CONTRACT AWARD

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

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

7.3 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 Contractor shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.

7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the Contractor 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

FORM FOR GENERAL BID # #12-45

ANNUAL - FENCE & GATE INSTALLATION AND REPAIRS

TO THE AWARDING AUTHORITY:

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

ANNUAL - FENCE & GATE INSTALLATION AND REPAIRS

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 lowest responsible bidder.

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

D. **The proposed contract price is as follows per the attached Price Sheets:**

BLACK VINYL TOTAL BID **$_____**

GALVANIZED TOTAL BID **$_____**

TOTAL BLACK VINYL AND GALVANIZED TOTAL BID **$_____**

COMPANY: _____

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

- A five percent (5%) bid deposit/bid guarantee.
- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Black Vinyl Chain Link Fence Pricing Sheets, 7 pages
- Galvanized Chain Link Fence Pricing Sheet, 8 pages
- Labor Charges, 1 page
- Manufacturer's specfications for fabric, posts, and rails.

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 30, s 39M.

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

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

Date _____

_____
(Name of General Bidder)

BY:_____
(Signature)

_____
(Printed Name and Title of Signatory)

_____
(Business Address)

_____
(City, State Zip)

_____/_____
(Telephone) (FAX)

_____
(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

END OF SECTION

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

ITEM SHEETS BLACK VINYL CHAIN LINK FENCE PRICING SHEETS PAGE 1

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is advised to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices. All Prices shall include the supply of material and installation costs (including all labor, materials, scaffolding, supervision, equipment, travel, etc.)

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 1a: Stretch and re-tie existing chain link fence fabric 3' high or less THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 1b: Stretch and re-tie existing chain link fence fabric 4' high to 6' THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 1c: Stretch & re-tie existing chain link fence fabric 8' high to 10' high THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 2a: Install new 3' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____)PER **EACH**	**50**	**EA**	$_____
ITEM 2b: Install new 4' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____)PER **EACH**	**50**	**EA**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 2c: Install new 6' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 2d: Install new 8' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 2e: Install new 10' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 2f: Install new 3' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____)PER **EACH**	**50**	**EA**	$_____
ITEM 2g: Install new 4' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____)PER **EACH**	**50**	**EA**	$_____
ITEM 2h: Install new 6' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 2i: Install new 8' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 2j: Install new 10' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 3: Install new 1 5/8" OD top rail with line caps or sleeves & secure fabric THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 4: Install new 1 5/8" OD center rail with sleeves & secure fabric THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 5: Install new 1 5/8" OD bottom and brace rails with end caps & secure fabric THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 6a: Install new 3' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 6b: Install new 4' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 6c: Install new 6' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 6d: Install new 8' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 6e: Install new 10' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 7: Install new 4' high 1 ¼" mesh fence fabric to existing post & rails **THE SUM OF:** **_____ DOLLARS** **AND_____ CENTS** **($_____) PER EACH**	**500**	**LF**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 8a: Install new 4' x 4' single gate with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**EA**	$_____
ITEM 8b: Install new 4' x 6' double gates with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**PAIR**	$_____
ITEM 8c: Install new 6' x 4' single gate with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**EA**	$_____
ITEM 8d: Install new 6' x 6' double gates with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**PAIR**	$_____
ITEM 8e: Install new 8' x 4' single gate with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**EA**	$_____
ITEM 8f: Install new 8' x 6' double gates with hinges and industrial type cargo latch **THE SUM OF:** **_____ DOLLARS** **AND_____ CENTS** **($_____) PER EACH**	**1**	**PAIR**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 8g: Install new 10' x 4' single gate with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**EA**	$_____
ITEM 8h: Install new 10' x 6' double gates with hinges and industrial type cargo latch **THE SUM OF:** **_____ DOLLARS** **AND_____ CENTS** **($_____) PER EACH**	**1**	**PAIR**	$_____
ITEM 9a: Supply 1 5/8" end caps THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**20**	**EA**	$_____
ITEM 9b: Supply 2 ½" end caps **THE SUM OF:** _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**20**	**EA**	$_____
ITEM 9c: Supply 3" end caps THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**20**	**EA**	$_____
ITEM 9d: Supply 4" end caps THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**20**	**EA**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 10: Supply 9 gauge black painted steel wire ties THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**100**	**EA**	$_____
ITEM 11: Supply black painted galvanized nuts and bolts for securing stretch bar strapping THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **DOZEN**	**10**	**DZ**	$_____
ITEM 12: Sand and paint existing posts and rails **THE SUM OF:** **_____ DOLLARS** **AND_____ CENTS** **($_____) PER LINEAR FOOT**	**800**	**LF**	$_____
ITEM 13a: Remove existing fabric and posts 6' high or less **THE SUM OF:** **_____ DOLLARS** **AND_____ CENTS** **($_____) PER LINEAR FOOT**	**1000**	**LF**	$_____
ITEM 13b: Remove existing fabric and posts 8' to 10' high THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**1000**	**LF**	$_____
ITEM 14: Install and remove snow fence **THE SUM OF:** **_____ DOLLARS** **AND _____ CENTS** **($_____) PER LINEAR FOOT**	**500**	**LF**	$_____

Unit Prices here must include all labor, supervision, equipment, materials, scaffolding, and travel costs, no other costs shall be incurred under this contract.

BLACK VINYL TOTAL BID: _____

The Total for all items on this page must be inserted in Paragraph "D" of the BID FORM.

ITEM SHEETS GALVANIZED CHAIN LINK FENCE PRICING SHEETS PAGE 1

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is advised to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices. All Prices shall include the supply of material and installation costs (including all labor, materials, scaffolding, supervision, equipment, travel, etc.)

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 1a: Stretch and re-tie existing chain link fence fabric 3' high or less THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 1b: Stretch and re-tie existing chain link fence fabric 4' high to 6' THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 1c: Stretch & re-tie existing chain link fence fabric 8' high to 10' high THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 2a: Install new 3' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____)PER **EACH**	**50**	**EA**	$_____
ITEM 2b: Install new 4' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____)PER **EACH**	**50**	**EA**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 2c: Install new 6' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 2d: Install new 8' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 2e: Install new 10' fence posts & caps, 2 ½" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 2f: Install new 3' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____)PER **EACH**	**50**	**EA**	$_____
ITEM 2g: Install new 4' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____)PER **EACH**	**50**	**EA**	$_____
ITEM 2h: Install new 6' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 2i: Install new 8' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 2j: Install new 10' fence posts & caps, 3" diameter THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**50**	**EA**	$_____
ITEM 3: Install new 1 5/8" OD top rail with line caps or sleeves & secure fabric THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 4: Install new 1 5/8" OD center rail with sleeves & secure fabric THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 5: Install new 1 5/8" OD bottom and brace rails with end caps & secure fabric THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 6a: Install new 3' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 6b: Install new 4' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 6c: Install new 6' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 6d: Install new 8' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 6e: Install new 10' high 2" mesh fence fabric to existing post & rails THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**500**	**LF**	$_____
ITEM 7: Install new 4' high 1 ¼" mesh fence fabric to existing post & rails **THE SUM OF:** **_____ DOLLARS** **AND_____ CENTS** **($_____) PER EACH**	**500**	**LF**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 8a: Install new 4' x 4' single gate with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**EA**	$_____
ITEM 8b: Install new 4' x 6' double gates with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**PAIR**	$_____
ITEM 8c: Install new 6' x 4' single gate with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**EA**	$_____
ITEM 8d: Install new 6' x 6' double gates with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**PAIR**	$_____
ITEM 8e: Install new 8' x 4' single gate with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**EA**	$_____
ITEM 8f: Install new 8' x 6' double gates with hinges and industrial type cargo latch **THE SUM OF:** **_____ DOLLARS** **AND_____ CENTS** **($_____) PER EACH**	**1**	**PAIR**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 8g: Install new 10' x 4' single gate with hinges and industrial type cargo latch THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**EA**	$_____
ITEM 8h: Install new 10' x 6' double gates with hinges and industrial type cargo latch **THE SUM OF:** **_____ DOLLARS** **AND_____ CENTS** **($_____) PER EACH**	**1**	**PAIR**	$_____
ITEM 9a: Supply 1 5/8" end caps THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**20**	**EA**	$_____
ITEM 9b: Supply 2 ½" end caps **THE SUM OF:** _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**20**	**EA**	$_____
ITEM 9c: Supply 3" end caps THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**20**	**EA**	$_____
ITEM 9d: Supply 4" end caps THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**20**	**EA**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 10: Supply 9 gauge black painted steel wire ties THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**100**	**EA**	$_____
ITEM 11: Supply black painted galvanized nuts and bolts for securing stretch bar strapping THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **DOZEN**	**10**	**DZ**	$_____
ITEM 12a: Install temporary 6' galvanized chain link fence THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**1000**	**LF**	$_____
ITEM 12b: Install temporary 6' x 4' single galvanized chain link gate THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**EA**	$_____
ITEM 12c: Install temporary 6' x 6' double galvanized chain link gates THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **EACH**	**1**	**PAIR**	$_____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
ITEM 13a: Remove existing fabric and posts 6' high or less **THE SUM OF:** **_____ DOLLARS** **AND_____ CENTS** **($_____) PER LINEAR FOOT**	**1000**	**LF**	$_____
ITEM 13b: Remove existing fabric and posts 8' to 10' high THE SUM OF: _____ DOLLARS AND_____ CENTS ($_____) PER **LINEAR FOOT**	**1000**	**LF**	$_____

Unit Prices here must include all labor, supervision, equipment, materials, scaffolding, and travel costs, no other costs shall be incurred under this contract.

GALVANIZED TOTAL BID: _____

The Total for all items on this page must be inserted in Paragraph "D" of the BID FORM.

LABOR CHARGES (these rates shall be used for work outside the scope of work included in this project manual)

Fence Erector - 2 man crew $_____per hour/per 2 man crew - Standard Rate

Fence Erector - 2 man crew $_____per hour/per 2 man crew - Premium Rate

1. Standard Rate:

   a. The Contractor shall be compensated for such repairs outside of this scope of work relative to the installation/repair/maintenance of Fencing within the City of Newton at the Standard Rate shown on the bid form.

   b. The Standard Rate shall apply to any installation/repair/maintenance that does not meet the criteria for Premium Rate.

2. Premium Rate

   a. The Premium Rate shall apply to any work which the city requests the Contractor to commence between 5:00 p.m. and 8:00 a.m. Monday through Friday, and anytime on Saturday or Sunday, or any replacement which the City requires the Contractor to commence within 2 hours or less of notification.

   b. 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 replacement.

END OF SECTION

CONTRACT FORMS

The forms are provided for informational purposes only.

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

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

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 consideration 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 - Fencing and Gates Installation & Repair

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 # #12-45 issued by the Purchasing Department;

c. The Project Manual for Annual - Fencing & Gates Installation & Repair including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;

d. Addenda Number(s) ____N/A____;

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

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

g. Duly authorized and executed Amendments, Change Orders or 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 July 1, 2012 to June 30, 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

Certified that additional funds are in the following accounts:
29B602W1 -52409 _____
13D6021D - 52409 _____
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 Parks & Recreation

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 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 Individual
or Corporate Name (Mandatory)

_____
**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 this certification clause is signed by the applicant.

** 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 Mass. G.L. C. 62C, S. 49A.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

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

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date 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: _____

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

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 terms "Contract Officer" or “Project Manager” 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 elsewhere 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 15 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 City 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

Not required; do not install ANNUAL - FENCE & GATE INSTALLATION AND REPAIRS in any space which is not heated properly.

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.

2.17 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 files suit in a court of competent jurisdiction. Such appeal must be made within One hundred Twenty (120) 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. Completion dates are specified in the Contract for separate phases of the work, and the amount of liquidated damages shall be assessed on each and every phase which is delayed. In the contect of this paragraph, “delay” means failure to provide ANNUAL - FENCE & GATE INSTALLATION AND REPAIRS on the date required by Contractor, who is the Owner’s Contractor. 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 these General Conditions and the Supplementary Special Conditions, the Supplementary Special Conditons 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

SUPPLEMENTARY SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract. In the event of conflict or discrepancy between the General Conditions and these Supplementary Special Conditions, the provisions of the Supplementary 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 LOCATION

A. The work referred to herein is located in the City of Newton, County of Middlesex, Commonwealth of Massachusetts, as described in these specifications.

3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

A. In the event of Contractor's 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 receipt of the Application for Payment, the City will, within fifteen days, make payment in full for Work completed and accepted during the preceeding month, less a retainage of 5% of the estimated total. The City will make final payment for completed Work, including any retained amounts, upon completion and acceptance of the Work and receipt of an Application for Payment at the end of the month in which the Work is completed and accepted.

5.0 COMMUNICATIONS

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

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

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

6.0 PLANS AND SPECIFICATIONS

A. The City will furnish to the Contractor, without charge, all copies of the plans and 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. See Specifications for information regarding work hours and work days.

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. All disturbed lawn areas shall be restored to their original grade. Supply and spread loam, as may be needed to fill depressions, hand rake, and broadcast tri-rye perennial grass seed and seed starter fertilizer.

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

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

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 the prevailing wage rates shall not be the basis for a change order.

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

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

D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.

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

F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.

G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

END OF SECTION

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

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

Awarding Authority: City of Newton

Contract Number: 12-45 **City/Town:** NEWTON

Description of Work: Annual - Fence and Gate Installation and Repair

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: 02/24/2012 **Wage Request Number:** 20120224-017 **Page 1 of 56**

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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Awarding Authority: City of Newton
Contract Number: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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Prevailing Wage Rates

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

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Awarding Authority: City of Newton
Contract Number: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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
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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

Job Location: Various Locations

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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HEATHER E. ROWE
Director

Awarding Authority: City of Newton

Contract Number: 12-45 **City/Town:** NEWTON

Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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 I*	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

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

DEVAL L. PATRICK
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JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
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: 12-45 **City/Town:** NEWTON

Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON

Description of Work: Annual - Fence and Gate Installation and Repair

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

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Issue Date: 02/24/2012 **Wage Request Number:** 20120224-017 **Page 19 of 56**

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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 I*	12/01/2011	$32.55	$7.10	$12.45	0.00	$52.10

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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

Job Location: Various Locations

Classification

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:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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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
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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Secretary

HEATHER E. ROWE
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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON

Description of Work: Annual - Fence and Gate Installation and Repair

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

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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THE COMMONWEALTH OF MASSACHUSETTS
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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: 12-45 **City/Town:** NEWTON

Description of Work: Annual - Fence and Gate Installation and Repair

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

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON

Description of Work: Annual - Fence and Gate Installation and Repair

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) *	01/01/2012	$33.51	$7.80	$14.60	0.00	$55.91
* 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	$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
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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

Awarding Authority: City of Newton
Contract Number: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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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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: 12-45 **City/Town:** NEWTON

Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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DEPARTMENT OF LABOR STANDARDS

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Secretary

HEATHER E. ROWE
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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON

Description of Work: Annual - Fence and Gate Installation and Repair

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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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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:

Issue Date: 02/24/2012 **Wage Request Number:** 20120224-017 **Page 50 of 56**

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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: 02/24/2012 **Wage Request Number:** 20120224-017 **Page 51 of 56**

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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:

Issue Date: 02/24/2012 **Wage Request Number:** 20120224-017 **Page 52 of 56**

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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Issue Date: 02/24/2012 **Wage Request Number:** 20120224-017 **Page 53 of 56**

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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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Issue Date: 02/24/2012 **Wage Request Number:** 20120224-017 **Page 54 of 56**

THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

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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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

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

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: 02/24/2012 **Wage Request Number:** 20120224-017 **Page 55 of 56**

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: 12-45 **City/Town:** NEWTON
Description of Work: Annual - Fence and Gate Installation and Repair

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

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: 02/24/2012 **Wage Request Number:** 20120224-017 **Page 56 of 56**

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 there 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.

SCOPE OF WORK

The Contractor shall furnish all materials, tools, equipment labor, and supervision necessary to complete the work as detailed in the specifications and in accordance with SECTION 644 CHAIN LINK FENCE AND GATES of the 1988 Edition of the Massachusetts Highway Department Standard Specifications for Highways and Bridges, and supplements thereto.

It is the intent of the City that the work specifications shall describe a complete repair or improvement and that when the work is completed the contractor shall leave the job site in a neat and finished condition.

The bidder shall provide a unit cost for each item that shall include all costs for labor, supervision, materials, equipment, scaffolding and any travel costs. The contract shall be awarded to the responsible and eligible bidder submitting the lowest total cost for all work items.

Contract Term: The term of this Agreement shall extend from July 1, 2012 through June 30, 2013, with the option of two (2) additional one (1) year terms.

The Commissioner of Parks and Recreation, or his/her designee, shall fax/email a work order (Attachment A) to the contractor for the individual project. The Contractor will then complete the form with an Estimated Cost for the work on the work order and fax/email it back to the Parks and Recreation Dept. (617) 796-1512. The Commissioner of Parks & Recreation, or his/her designee, shall then approve or deny the work order and fax/email to the Contractor.

The Contractor shall perform the work in the work order as detailed by the City. Contractor must be able to complete "repair work-orders" within seven (7) working days and new installations within twenty one (21) working days of the approved work order.

In the event of emergency work orders the Contractor shall be required to dispatch work crews within twenty four (24) hours of the approved work orders being sent to the Contractor.

All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used only as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.

It shall be the Contractor's responsibility to dispose of, off site, all surplus materials, including concrete footings.

Contractor must submit manufacturer's specifications for fabric, posts and rails with Bid Form.

Award of this bid shall be based on the lowest combined total for black vinyl and galvanized fence bids received.

END OF SECTION

PRODUCTS

All materials for all products must be new and unused*

1.01 Black Vinyl Chain Link Fence

A. Chain link fence shall be black vinyl fusion bonded polyvinyl chloride on #9 gauge core fencing as specified below.

1.02 Posts and Braces:

A. The base metal for the manufacture of posts and braces shall conform to the requirements of ASTM F 1083, steel pipe – type I, except that the carbon content of steel posts shall not be more than 0.40 percent. Steel made by the oxygen furnace process will be acceptable. Posts and braces shall be galvanized in accordance with the requirements of ASTM Designation: A123.

B. End, corner and gate posts shall be 3" OD pipe. Line posts shall be 2-1/2" OD pipe. Rails and braces shall be 1-5/8" OD pipe. All posts shall be fitted with watertight tops designed so as to fit securely over the posts. The length of all posts, exclusive of fitted top fixtures, shall not be less than 5'-6". All posts, braces and fittings shall be galvanized.

1.03 Black Vinyl Fabric:

A. Chain link fence fabric shall be galvanized steel fabric conforming to the specifications of ASTM F668, Class 2-b. The wire used in the manufacturer of fabric shall be 9 gauge. Chain link fabric shall be woven into 1 ¼”,1 3/4” and/or 2” mesh.

B. The fence fabric shall have a fusion bonded Polyvinyl Chloride (PVC) coating on primed galvanized steel wire. The fabric shall consist of 0.022" thick PVC coating fusion bonded to 9 gauge (0.148") wire core with a minimum tensile strength of 90,000 psi, for a total of 6 gauge 0.192” OD.

C. Fabric shall be attached to the top rail by means of a double wrap of 9 gauge steel tie wires spaced at a minimum of 12" intervals. The fabric shall have a knuckled finish on the top and bottom edges.

D. Line posts shall be spaced at not more than 10 foot intervals, measured from center to center of posts. All posts shall be set in a true vertical position. All posts shall have continuous horizontal braces at the top and bottom. In addition, all end and corner posts shall be braced to the nearest line posts with center brace rails. The line between the center of the top of a post and the center of a post at finished ground line shall be plumb within a tolerance not to exceed 0.02 foot in 10 feet. Horizontal members shall not deviate more than 0.01 foot from the grade established by the Engineer. Chain link fabric shall be fastened on the side of the posts designated by the Engineer. The fabric shall be stretched and securely fastened to the posts, and between posts the top and bottom edges of the fabric shall be fastened to the end and corner posts with 1/4" by 3/4" stretcher bars and not less than 1/8" by 3/4" stretcher bar bands spaced at one foot intervals. The fabric shall be fastened to line posts and braces with tie wires or post clips. Corner posts shall be braced in each direction by 1-5/8" OD pipe rail.

E. Surplus excavated material remaining after the fence has been constructed shall be disposed of off-site as directed by the Engineer.

1.04 Footings:

A. All End footings shall be 12" wide x 4'-0" deep concrete. 4,000 psi, 1-1/2", 470# cement concrete bases.
B. Line footings for any fence 6' or less shall be 12" wide x 2'-0" deep concrete. 4,000 psi, 1-1/2", 470# cement concrete bases.
C. Line footings for any fence 8' or more shall be 12" wide x 3'-0" deep concrete. 4,000 psi, 1-1/2", 470# cement concrete bases.

1.05 Gates:

A. Gate Double Latch - Malleable iron drop bar type securely bolted to gate frame to engage a heavy malleable iron-gate anchor in concrete footing with a locking device suitable for padlocking. Latches shall be industrial type cargo latches.

B. Gate Hinges - Malleable iron offset type, allowing gates to swing back parallel with line of fence. Gate framed shall be a 4" OD.

C. Line, corner and terminal posts, top, bottom and intermediate rails shall be Scheduled 40 galvanized steel, meeting ASTM. A-123 standard, with a 10-14 mil bonded polyvinyl chloride coating. Line posts shall be 3-3/8" OD, corner posts shall be 4" OD.

1.06 Rails

A. Rails shall be 1-5/8" OD vinyl coated galvanized steel pipe of 21 foot lengths, joined by six (6) inch long sleeves, vinyl clad, to run continuously along the top of the fence. Rails shall be securely fastened to terminal posts by vinyl clad pressed steel fittings.

1.07 Existing Posts and Rails

A. Sanding – surfaces shall be hand or power tool cleaned to remove rust and contaminants.

B. Paint – prime coat shall be Tnemec 50-330 Poly-Ura-Prime, or equal; finish coats (two) shall be Tnemec 73 Endura-Shield II, or equal.

2.01 Temporary Galvanized Chain Link Fence and Gate (New or Used)*

A. Fabric – shall be galvanized, six (6) foot high and a minimum of 11 gauge.

B. Posts – shall be 2 ½" OD galvanized. Rails – shall be wire line.

The contractor is to provide all labor, supervision, equipment, materials, travel and incidentals necessary to install, or repair fences and gates in the City of Newton (including the removal and disposal of all footings and unusable material) for the following fence items:

ITEM Nos. 1a - 1c Stretch and Re-Tie Existing Chain Link Fence Fabric

The work under these items is to supply all labor and materials needed to stretch and retie any existing chain link fencing as directed.

Payment for work under these items shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM Nos. 2a – 2j Install New Fence Posts and Caps, Various Diameters of Pipe.

The work under these items is to furnish and install new fence posts and caps of specified diameter as directed.

Payment for work under these items shall be paid for at the Contract unit price per each, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM No. 3 Install New Top Rail, Line Caps and Secure the Fence Fabric.

The work under this item is to furnish and install a new top rail and caps and to secure the fence fabric as directed.

Payment for work under this item shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM No. 4 Install New Center Rail, Line Caps and Secure the Fence Fabric.

The work under this item is to furnish and install a new center rail and caps and to secure the fence fabric as directed.

Payment for work under this item shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM No. 5. Install New Bottom & Brace Rails and Secure the Fence Fabric.

The work under this item is to furnish and install a new bottom & brace rails and to secure the fence fabric as directed.

Payment for work under this item shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM Nos. 6a-7 Install New Fence Fabric to Existing Posts and Rails. (Various Heights)

The work under this item is to furnish and install new fabric of various heights, as directed.

Payment for work under these items shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, material and incidentals necessary to complete the work as specified.

ITEM Nos. 8a – 8h Install New Chain Link Fence Gates (Various Sizes)

The work under these items is to furnish and install new gates with hinges and industrial type cargo latches, as directed.

Payment for work under these items shall be paid for at the Contract unit price per each, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM Nos. 9a - 11 Supply Various Items

These items will require the contractor to supply various size end caps, wire ties and nuts and bolts to the City for future use.

ITEM No. 12 - Sand and Paint Existing Posts and Rails

The work under this item is to supply all labor and materials needed to sand and paint existing posts and rails of various sizes as directed.

Payment for work under this item shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

Item Nos. 13a - 143 Remove Existing Fabric and Posts

The work under this item is to remove existing chain link fabric, posts and concrete footings at a disposal site, as directed.

Payment for these items shall be paid for at the bid price per linear foot which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

Item No. 14 Install and Remove Snow Fence

A. Snow fence shall be 4' tall, made of strong HDPE plastic, bright orange color for visibility, easy to install and handle, shall not rust or corrode and shall be UV protected.

B. Install using 5' tall light duty 14 gauge steel posts with green enamel. Steel posts shall be installed 12' on center. Fasten snow fence to steel posts with zip ties as needed.

C. Snow fence shall be 4' tall, made of strong HDPE plastic, bright orange color for visibility, easy to install and handle, shall not rust or corrode and shall be UV protected.
The installation and removal of any snow fencing shall be under strict timelines as directed. All fencing must be installed within 24 hours of request and removed within 24 hours of request.

** New or Used product for this line item shall be acceptable, so long as it remains in a safe condition.*

The work under this item is to supply all labor and materials needed to install and remove snow fence, as directed.

Payment for work under this item shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

The contractor is to provide all labor, supervision, equipment, materials, travel and incidentals necessary to install, or repair fences and gates in the City of Newton (including the removal and disposal of all footings and unusable material) for the following fence items:

ITEM Nos. 1a - 1c Stretch and Re-Tie Existing Chain Link Fence Fabric

The work under these items is to supply all labor and materials needed to stretch and retie any existing chain link fencing as directed.

Payment for work under these items shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM Nos. 2a – 2j Install New Fence Posts and Caps, Various Diameters of Pipe.

The work under these items is to furnish and install new fence posts and caps of specified diameter as directed.

Payment for work under these items shall be paid for at the Contract unit price per each, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM No. 3 Install New Top Rail, Line Caps and Secure the Fence Fabric.

The work under this item is to furnish and install a new top rail and caps and to secure the fence fabric as directed.

Payment for work under this item shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM No. 4 Install New Center Rail, Line Caps and Secure the Fence Fabric.

The work under this item is to furnish and install a new center rail and caps and to secure the fence fabric as directed.

Payment for work under this item shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM No. 5. Install New Bottom & Brace Rails and Secure the Fence Fabric.

The work under this item is to furnish and install a new bottom & brace rails and to secure the fence fabric as directed.

Payment for work under this item shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM Nos. 6a-7 Install New Fence Fabric to Existing Posts and Rails. (Various Heights)

The work under this item is to furnish and install new fabric of various heights, as directed.

Payment for work under these items shall be paid for at the Contract unit price per linear foot, which price will include all equipment, labor, material and incidentals necessary to complete the work as specified.

ITEM Nos. 8a – 8h Install New Chain Link Fence Gates (Various Sizes)

The work under these items is to furnish and install new gates with hinges and industrial type cargo latches, as directed.

Payment for work under these items shall be paid for at the Contract unit price per each, which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

ITEM Nos. 9a - 11 Supply Various Items

These items will require the contractor to supply various size end caps, wire ties and nuts and bolts to the City for future use.

ITEM Nos. 12a - 12b – 12c Install Temporary Chain Link Fence and Gate

The work under this item is to furnish and install galvanized six (6) foot chain link fence, temporary, including posts and gates as required and to remove same when directed.

Payment for this item shall be paid for at the bid price per linear foot, which price will include all equipment, labor, materials backfill and incidentals necessary to complete the work as specified..

Item Nos. 13a - 13b Remove Existing Fabric and Posts

The work under this item is to remove existing chain link fabric, posts and concrete footings at a disposal site, as directed.

Payment for these items shall be paid for at the bid price per linear foot which price will include all equipment, labor, materials and incidentals necessary to complete the work as specified.

END OF SECTION

APPENDIX - A

CITY OF NEWTON – PARKS & RECREATION DEPARTMENT

SERVICE CONTRACTOR'S WORK ORDER

CITY OF NEWTON – PARKS & RECREATION DEPARTMENT
SERVICE CONTRACTOR'S WORK ORDER

DATE _____ LOCATION _____

CONTRACTOR _____ CONTROL #_____

JOB DESCRIPTION _____

_____

Contractual materials to be used		Unit of Measure	Unit Price	Total Cost
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
All Work Orders must be approved by the Commissioner prior to commencement and all Work Orders must be approved for payment.				

ESTIMATED COST FOR THIS PROJECT: $_____

OF CONTRACTOR PERSONNEL _____ TOTAL MAN-HOURS EXPENDED _____

I APPROVE / DENY THE ABOVE ESTIMATED COST ***(PLEASE CIRCLE ONE)***

_____

Commissioner of Parks & Recreation Date

ALL WORK FOR PROJECT HAS BEEN SATISFACTORILY COMPLETED

_____

Project Manager Date

NOTE* 1. No work shall begin without the ESTIMATED COST being submitted, then approved by the Commissioner of Parks and Recreation or her designee.

2. A copy of this form must be attached to the original invoice in order for the Contractor to receive payment.