

**Invitation for Bid (BID) Interest Form  
BID Form #1**

**Instructions:** *If your firm/company is interested in responding to this BID, then BID Form #1 MUST be submitted to the Office of Financial Services immediately following download.* This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.

<b>Awarding Authority:</b>	<i>City of Brockton / Brockton Public Schools</i>
<b>Contract / Bid Number:</b>	<i>1180-0116</i>
<b>Name of Bid:</b>	<b><i>REBID ENERGY MANAGEMENT CONTROLS SERVICE</i></b>

**Fax this BID Interest #1 Form to:**

Brockton Public Schools / Office of Financial Services
Fax: <b>508-580-7587</b>

By submitting this *BID Interest Form* the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the *BID* that might occur. ***The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this BID due to the firm's failure to submit a BID Interest Form as directed above or for any other reason.***

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>City/Town, State &amp; Zip:</b>	
<b>Company Telephone #:</b>	
<b>Company Fax #:</b>	
<b>Company Contact Person/Title:</b>	
<b>Contact Person Email Address:</b>	
<b>Date Submitted:</b>	

By: \_\_\_\_\_  
(Signature of Authorized Representative)

**BID FORMS AND SPECIFICATIONS**

**REBID ENERGY MANAGEMENT CONTROLS SERVICE AT VARIOUS  
BROCKTON PUBLIC SCHOOLS**

**(Project No. 1180-0116)**

**Honorable Linda Balzotti  
Mayor  
City of Brockton  
Brockton, Massachusetts**

**Advertising Dates:  
Central Register  
March 23, 2011**

**Brockton Enterprise  
March 23, 2011**

**Matthew H. Malone, Ph. D.  
Superintendent of Schools  
City of Brockton  
Brockton, Massachusetts**

**Bid Opening  
Wednesday, April 6, 2011  
10:00 A.M.**

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## INVITATION TO BID

### **BROCKTON PUBLIC SCHOOLS BROCKTON, MASSACHUSETTS**

1. Sealed General Bids for **Project No. 1180-0116, REBID ENERGY MANAGEMENT CONTROLS SERVICE at various Brockton Public Schools**, will be received by the Office of Financial Services for the Brockton Public Schools, 43 Crescent Street, Brockton, MA., 02301, until **Wednesday, April 6, 2011 at 10:00 A.M.** At the noted time, the General Bids for the project will be publicly opened and read.

Bidding procedures and award of the Contract shall be in strict accordance with the provisions of the Commonwealth of Massachusetts GL Chapter 149, Sections 44A through 44L inclusive, of the General Laws of the Commonwealth of Massachusetts, including all current amendments, and the guidelines established by the Deputy Commissioner of the Commonwealth of Massachusetts Division of Capital Planning and Operations (DCPO), dated June 30, 1981.

Bid documents may be obtained after **1:00 P.M., Wednesday, March 23, 2011**. Bid forms are available on our website. The hyperlink is <http://brocktonpublicschools.com/page.cfm?p=64>. Should you require a paper copy you may contact our office.

**Estimated Cost of Maintenance Services: Not to exceed \$100,000**

2. All bidders must use the prescribed bid forms available at the above stated address.
3. All Bids must be properly identified as **REBID ENERGY MANAGEMENT CONTROLS SERVICE at Various Brockton Public Schools** and delivered to the Office of Financial Services for the Brockton Public Schools, 43 Crescent Street, Brockton, MA 02301, prior to the official **OPENING**, as stated above, at which time and place they will be opened and read aloud.

All bidders assume the risk of any delay in the mail, or, any other delays which prevent receipt of the bid(s) at the posted bid opening date and time. **Bids received after the official BID OPENING DATE AND TIME will be returned unopened. No facsimile of bids is allowed.**

4. The City of Brockton will reject any or all bids when required to do so by the above referenced General Laws, or, if it deems it to be in the public interest to do so. The Awarding Authority also reserves the right to waive any informality in any bid based on the public interest to proceed in this way. Any bid submitted will be binding for sixty (60) days beyond the **OPENING DATE**.
5. The Awarding Authority also reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified within the conditions and time frame as set forth for completion of the project.
6. Any and all questions relative to these specifications must be submitted in writing to the Awarding Authority at least seven (7) days before the BID OPENING DATE, and written answers shall be sent to all bidders as an addendum.
7. **THE AWARD OF CONTRACT FOR THE PROJECT(S) IS CONTINGENT UPON THE AVAILABILITY OF FUNDING AND APPROVAL OF ALL APPROPRIATE MUNICIPAL BODIES.**

## INSTRUCTIONS TO BIDDERS

### **A. BID REQUIREMENTS:**

1. Sealed bids for **REBID ENERGY MANAGEMENT CONTROLS SERVICE at various Brockton Public Schools**, will be received at the time and place as stated in the "Advertisement/ Invitation for Bids" and in accordance with the bid documents.
2. The General Bid proposal, filled out and signed in longhand by the bidder must be accompanied by a bid deposit equal to five percent (5%) of the amount of the base bid(s) of the project(s). The bid deposit may be in the form of a certified check, bank treasurer's or cashier's check, or a bid bond from a licensed surety company and must be placed in an envelope, sealed, and marked "**GENERAL BID FOR REBID ENERGY MANAGEMENT CONTROLS SERVICE at various Brockton Public Schools**" and delivered to Office of Financial Services of the Brockton Public Schools, 43 Crescent Street, Brockton, MA, 02301, as stated in the "Invitation to Bid."
3. All bid deposits of General Bidders, except those of the three lowest responsible and eligible General Bidders, shall be returned within five (5) days, Saturdays, Sundays and legal holidays excluded, after the opening of the General Bids. The bid deposits of the three lowest responsible and eligible General Bidders shall be returned upon the execution and delivery of the General Contract, or, if no award is made upon the expiration of the time prescribed in the "Invitation for Bids". If any General Bidder fails to perform their agreement to execute a Contract and furnish a Performance and Payment bond as stated in their General Bid, their bid deposit shall become and be the property of the City of Brockton; provided that the amount of the deposit which becomes the property of the Awarding Authority shall not, in any event, exceed the difference between their bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder, their bid deposit shall be returned to them.
4. No claims for immunity or exceptions predicated upon misunderstanding or failure to correctly interpret the above paragraph will be allowed.
5. The Bid Forms, General Conditions, General Requirements, Supplementary General Conditions, Specifications, Drawings, Addenda (if any), and Sample Contract and any other documents which constitute the Contract Documents will be available as stipulated in the "Invitation to Bid".
6. Commonwealth of Massachusetts General Laws Section 149, Sections 44A through 44L is incorporated herein by reference. Any inconsistency between the Invitation to Bid, Information to Bidders, Bid Forms, Conditions of the Contract, and any other Contract Documents and these statutes, or any other applicable statutes, bylaws, or regulations existing on the date on which the bids are to be received, shall not be grounds for invalidating the bidding procedures, but, where required by law, such statute, bylaw, or regulation shall be deemed to govern.

**B. BIDDER'S REPRESENTATION:**

1. Each General Bidder making a bid (Hereinafter called "Bid") represents that:
  - a. The General Bidder has read and understands the Contract documents and the Bid is made in accordance therewith.
2. Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the Bid as submitted.

**C. GENERAL BIDDER'S QUALIFICATIONS:**

The Awarding Authority, the City of Brockton, will review the qualifications of the apparent low General Bidder after the General Bids are opened. The lowest eligible and responsible General Bidder will be awarded the Contract provided that the General Bidder meets all the requirements of the bid and scope of services and possesses the skill, ability, and integrity to complete the job to the Awarding Authority's satisfaction.

**D. REQUESTS FOR INTERPRETATION:**

1. All General Bidders shall promptly notify the Awarding Authority of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site(s), and/or local condition(s).
2. Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Awarding Authority through:

Mr. George Bezreh  
Facilities Manager  
43 Crescent Street  
Brockton, MA 02301  
(508) 580-7503  
(508) 580-7587 (FAX)

3. Interpretation, correction, or change(s) in the Contract Documents will be made by an addendum that will become part of the Contract Documents. Neither the Awarding Authority nor its representative(s) will be held accountable for any oral instructions.
4. An addendum will be mailed or faxed by the Awarding Authority to every individual or firm on record as having taken a set of Contract Documents. Receipt of said addendum must be acknowledged by each Bidder in the appropriate space provided in the Bid Forms. Failure to do so may lead to disqualification of the General Bid by the Awarding Authority. All bidders are, therefore, encouraged to confirm the number of Addenda which have been issued prior to submitting their Bid.
5. Copies of the Addendum will be made available for inspection at the locations listed in the Advertisement as to where Contract Documents are on file.

**E. TAXES/EXEMPTION:**

The Awarding Authority is exempt from payment of the Massachusetts Sales Tax. The City of Brockton under G.L. Chapter 64H, Section 6 (d) and (e) has been issued a Certificate of Exemption by the Massachusetts Department of Revenue.

**G. WITHDRAWAL OF BIDS:**

No General Bidder shall withdraw their Bid a period of sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the date set for the opening of the General Bids.

**H. SUB-CONTRACTS:**

All work shall be performed by the General Contractor unless other wise necessitated by the work.

**I. PERFORMANCE AND PAYMENT BONDS:**

A Performance Bond and a Payment Bond, each equal to fifty percent (50%) of the total service or project cost and issued by a company authorized to do business under the laws of the Commonwealth, and, satisfactory to the Awarding Authority, will be required from the successful Bidder in accordance with regulations relating to Chapter 149 of the General Laws of the State of Massachusetts. The General Contractor has ten (10) days from the date of notification of award of Contract to obtain the required bond(s). The premium on the bond(s) shall be included as a part of the total Bid cost(s). Forms of bonds are included by reference and executed copies shall be included in the Contract Documents when the Contract is signed.

**J. TIME FOR CONSTRUCTION:**

The Contractor will start the work under this Contract on written notice from the Awarding Authority. The Awarding Authority or its representative shall be informed of any work that is loud in character and may cause undue disturbance to neighboring residents, or work that has the slightest potential for endangering the health and safety of any building occupants or persons in the proximity of the building.

**K. EXAMINE BUILDING:**

1. Examination of any/all of the facilities shall be coordinated through the Facilities Manager for the Brockton Public Schools, Mr. George Bezreh, (508) 580-7503.
2. Site visits shall occur between the hours of 8:00 A.M. and 4:00 P.M. on regular workdays and must be coordinated in advance with Mr. Bezreh.

**L. BUILDING PERMITS:**

1. All General Bidders are advised that all appropriate types of permits are required and that the fees for any permits must be a separate line item on the invoice. Please refer to the Scope of Services for the proper submission of all invoices for payment.
2. The successful General Bidder shall be required to obtain any necessary permit(s) or license(s) prior to performing any work on a service or project. The City of Brockton will not waive any relevant municipal fees if a proposal for a specific project has been submitted by the contractor for a specific amount. The successful General Bidder shall note that the normal turn around time for obtaining all necessary permits from the City of Brockton Building Department is one (1) week.
3. The General Bidder is responsible for the filing of any other permits, fees, inspections, etc., as may be required by Federal, State, and local authorities.

**M. AFFIRMATIVE ACTION PLAN:**

The Bidder's attention is drawn to the following procedures and goals to be achieved on Contracts with the City of Brockton/Brockton Public Schools:

- a. It is the intent of the City of Brockton to target ten (10) percent of all contract work to Minority Business Enterprises (MBE) and five (5) percent to Woman Business Enterprises (WBE). To achieve these goals, emphasis will be made to attract General Contracting firms, in these categories to bid City projects. Whenever possible, every effort will be made to award Contracts to Minority and Woman Business Enterprises.
- b. General Contractors shall request from the State Office of Minority Business Assistance, (SOMWBA) 100 Cambridge Street, 13th Floor, Boston, MA 02202, their list of certified firms when soliciting sub-contractors. Award of Contracts will only be made to bidders who have identified MBE and WBE Sub-contractors to be used on projects (if applicable) or can provide sufficient information that the bidder did solicit from MBE and WBE but was unsuccessful.
- c. General Contractors shall request from the State Office of Minority Business Assistance (SOMBA) a list of certified firms supplying material, equipment, and other non-professional services. The target goals of ten percent (10%) for MBE and five percent (5%) for WBE are to be attained, where possible, by the General Contractor when purchasing materials or hiring equipment.
- d. For individual projects in excess of \$50,000, all Non-Minority/Woman Business Enterprises shall submit an Affirmative Action Plan.
- e. Bidders requiring assistance in preparation of the Affirmative Action plan should contact the Affirmative Action Officer for the City of Brockton, Maureen Cruise, (508) 580-7162, or Kathleen Sirois, Affirmative Action Officer for the Brockton Public Schools (508) 580-7535.



**BID FORM**  
(Must be submitted)

**REBID ENERGY MANAGEMENT CONTROLS SERVICE at Various Brockton  
Public Schools**

To: **The Awarding Authority  
City of Brockton/School Department  
43 Crescent Street  
Brockton, MA 02301**

\_\_\_\_\_  
**Company submitting Bid**

\_\_\_\_\_  
**Signature of Authorized Representative of Company**

- A) The undersigned has received and examined the document entitled "**REBID ENERGY MANAGEMENT CONTROLS SERVICE at Various Brockton Public Schools**".
- B) The undersigned warrants that they have complied with all provisions of the Specifications and can furnish the materials, equipment, and labor to carry out all the service as proposed.
- C) The undersigned agrees, that in the event of award of the Contract, they can start work as required, and further agrees that the work will be completed within the time frame agreed upon prior to the signing date of the Contract.
- D) **The following documents are made a condition of this Bid and must be included with the Bid in order for the Bid to be considered as a legitimate and acceptable Bid for consideration of Award of Contract:**
- 1) **Page(s) 8 -17 of the Bid Forms with all bid proposals, information, signatures, seals, etc., as required.**
  - 2) **5% Bid Deposit in the form of a certified or bank check, treasurer's check, cashier's check, or bid bond from a licensed Massachusetts surety company.**
  - 3) **Statement of payment of all State taxes (page 9).**
  - 4) **Contractor's Certification of Compliance with All Applicable Minority Manpower Ratio and Affirmative Action Guidelines.**

**BID FORM**  
**(Must be submitted)**

**CITY OF BROCKTON**

Pursuant to M.G.L. Ch. 62C., section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

\_\_\_\_\_  
Typed/Printed Name of Individual or  
Corporate Name

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

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

FORM 5

**\*\*Corporate Seal must be clearly affixed if applicable.**

**BID FORM**  
**(Must be submitted)**

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH ALL APPLICABLE  
MINORITY MANPOWER RATIO AND AFFIRMATIVE ACTION GUIDELINES**

A: A Contractor will not be eligible for consideration for award of contract for this project unless such Contractor has completed and submitted the following certification as a part of the bid package.

\_\_\_\_\_ certifies that:  
Contractor

1. It intends to use the following listed trades in the work under the Contract:

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

2. It will comply with all minority manpower ratio and specific affirmative action guidelines as required by all Federal, State, and Local statutes and directives, as amended:

\_\_\_\_\_  
Company Name and Signature of Authorized Representative of Contractor

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

\_\_\_\_\_ certifies that:  
Subcontractor

1. It tends to use the following listed trades in the work under the Contract:

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

2. It will comply with all minority manpower ratio and specific affirmative action guidelines as required by all Federal, State, and Local statutes and directives, as amended:

3. It will obtain from each of its subcontractors, prior to the award of any subcontractor \_\_\_\_\_ certification, a statement of their intent to comply with all applicable minority manpower ratio and affirmative action guidelines as required by these bid conditions.

\_\_\_\_\_  
Company Name and Signature of Authorized Representative of Subcontractor

**BID FORM**  
**(Must be submitted)**

**STATEMENT OF WORK**

The Contractor shall furnish all labor, materials, equipment and insurance, and perform all work required for **REBID ENERGY MANAGEMENT CONTROLS SERVICE at Various Brockton Public Schools** in strict accordance with the General Conditions, Supplementary General Conditions, General Requirements, Specifications, plans, drawings, and, if applicable, addenda and unit prices. Said documents are incorporated herein by reference, and, are made a part hereof, of the Contract, provided, however, since this is a governmental agency contract, that terms of any of these documents inconsistent with applicable law shall have no effect.

**TERM OF CONTRACT**

Term of contract is April 13, 2011 to June 30, 2012.

**THE CONTRACT SUM AND REQUIREMENTS**

- A. Hourly rates for on-call services for Monday-Friday, 7:00 a.m. to 5:00 p.m., for FY2011-12 (April 13, 2011 to June 30, 2012) Note: All hourly service rates are to reflect the incorporation of State prevailing wage requirements:**

\$ \_\_\_\_\_ Per Man Hour

**Note:** All work performed outside of the above stated timeframe is to be paid at the rate of time and one-half including all weekend services. Services, which are required to be performed on legal holidays, are to be paid at twice the hourly rate noted above.

- B. Travel charge(s)**—The City Of Brockton/School Department will not pay any invoices which include travel charges, mileage, truck charge(s), or any other associated costs.
- C. Material(s) Costs:** The vendor **shall** submit with each invoice an original copy of any material(s) costs purchased from a respectable trades supplier, in which the said material has been used for the installation and/or repair of equipment in the Brockton Public Schools. There shall be a percentage overhead of the said materials at a percentage of **10% above vendor's cost**. The material overhead percentage must be based on the original invoice from the supplier and **not based on any trade service publication prices**.
- D. Voluntary Alternates (If any)**--please describe and attach supporting materials.
- \_\_\_\_\_
- \_\_\_\_\_
- E. Required Response Times:** The Owner is seeking service, which can respond, on a timely basis and not to exceed 30 minutes after the initial telephone call. In terms of an emergency service call, response time by technician is not to exceed 15 minutes. Bidders shall submit with their bid, evidence of being able to make required response times.
- F.** Bidders shall submit with bid, evidence of at least five years experience on similar type projects in a public school setting and bidders shall supply references for listed jobs.

TO: Aldo E Petronio  
Executive Director of Financial Services  
43 Crescent Street  
Brockton, Massachusetts 02301

- A. The undersigned proposed to furnish **REBID ENERGY MANAGEMENT CONTROLS SERVICE at Various Brockton Public Schools** in accordance with the aforementioned specifications.
- B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.

1. Have been in business under present business name for \_\_\_\_\_ years.
2. Ever failed to complete any work awarded?
3. Have you been involved in litigation in the past five (5) years?
4. List at least three (3) city and school departments which you have served recently of similar character required for the abovementioned **REBID ENERGY MANAGEMENT CONTROLS SERVICE at Various Brockton Public Schools**.

	<u>City or School Department</u>	<u>Description of Work</u>
a.	_____	_____
b.	_____	_____
c.	_____	_____

- C. Bidders shall indicate firm date of delivery on receipt of contract and subsequent purchase order from the School Department of the City of Brockton.

Delivery Date: \_\_\_\_\_ ARO

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

TYPED NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

**BID FORM**

**REGISTRATION INFORMATION**

**DATE:** \_\_\_\_\_

**TYPED NAME:** \_\_\_\_\_

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

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_ **Federal Identification Number:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TELEPHONE NUMBER#** \_\_\_\_\_ **FAX NUMBER#** \_\_\_\_\_

**IF CORPORATION,**

**1. GIVE YOUR CORRECT CORPORATE NAME:** \_\_\_\_\_

**2. STATE AND DATE OF INCORPORATION:** \_\_\_\_\_

**3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:** \_\_\_\_\_

**IF COMPANY, GIVE OWNER'S NAME AND TITLE:** \_\_\_\_\_

**IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:** \_\_\_\_\_

**IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR  
LEGAL ENTITY:** \_\_\_\_\_

**BID FORM  
DEVIATION SHEET**

All deviations and/or substitutions from the original specified item (or equal) must be noted in writing and forwarded to the School Department of the City of Brockton with the bid proposal.

Please list below:

---

Company

---

Typed Name

---

Signature

---

Title

**BID FORM**

ATTESTATION CLAUSE - TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §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.

Under Section 35 of the Chapter 233, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more.

Chapter 233 of the Acts of 1983, Section 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes.

The Attestation must occur at the time of issuing, renewing, or extending a license, contract, or agreement.

Any person/company failing to execute the Attestation Clause shall not be allowed to obtain, renew, or extend a license, contract, or agreement.

Each successful proposer shall certify that he is in compliance with Chapter 233 by providing a **Social Security Number or Federal Identification Number** when a contract is issued.

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

TYPED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL IDENTIFICATION NUMBER/S.S. NUMBER \_\_\_\_\_

**BONA FIDE BID--CERTIFICATE OF NON-COLLUSION**

As per Chapter 30B, Section 10, any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

**The undersigned certifies under penalties of perjury that this bid or proposal has been made 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 of individuals.**

(Name of person signing bid): \_\_\_\_\_

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

**EACH VENDOR SHOULD SIGN BOTH PARTS OF THIS BID FORM AND SUBMIT IT WITH BID**

**BID FORM**

Assurance of Nondiscrimination Compliance



The undersign certifies that it does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time or part time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

NAME OF BIDDER: \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

If corporation, must be signed and sealed by a duly authorized officer; if partnership, so state and give names of all partners; or if an individual, so state and sign.

**MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT**

1. Our firm is principally (more than 50%) minority owned.  
YES \_\_\_\_\_ NO \_\_\_\_\_
  2. Our firm is principally (more than 50%) woman owned.  
YES \_\_\_\_\_ NO \_\_\_\_\_
  3. Our firm is registered with SOMWBA (State Office of Minority & Woman Business Assistance).  
YES \_\_\_\_\_ NO \_\_\_\_\_
- SOMWBA CERTIFICATION CATEGORY: \_\_\_\_\_

MBE \_\_\_\_\_ WBE \_\_\_\_\_

**BID FORM**

CERTIFICATE OF INDEMNIFICATION & RELEASE

The Vendor shall indemnify and hold the City of Brockton harmless from any and all acts and omissions arising out of this contract.

Further, the Vendor shall indemnify and hold harmless the City of Brockton against any/all suits, claims, actions costs or damages to which the City may be subject to by reason of damages to the property or person or anyone, arising or resulting from faulty, negligence, or wrongful omissions by the Vendor.

The Vendor, their agent(s) representatives or employees shall release and hold the City of Brockton harmless for any injury to themselves, corporate officers, agents, representatives or employees in connection with the performance of this agreement or any related subcontract thereof.

Vendor covenants to maintain, during the entire term of the above referenced agreement, a policy of public liability and property damage insurance, and workers, compensation insurance, under which the City of Brockton, with an address location at 45 School Street, Brockton MA is named insured, with limits satisfactory to the City of Brockton from all costs, expenses and liabilities arising out of the claims described in Section A above. All such insurance policies must provide a thirty (30) day written notice to the City of Brockton in the event of cancellation or non-renewal for any reason by either the insurer or insured.

Further, the vendor will be required to provide the City with a certificate of insurance evidencing the insurance coverage described above.

\_\_\_\_\_  
Authorized Agent or Representative of  
Corporate Vendor to Sign Contracts/  
Agreements (same as #6 on Affidavit)

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

**BID FORM**

**GENERAL CONDITIONS**

**I. CONDITIONS OF BIDDING**

**A. BID DEPOSIT**

**B. REFERENCE TO PAYMENT AND PERFORMANCE BONDS**

**II. GENERAL WORK DESCRIPTION**

**A. SCOPE OF SERVICES AND REQUIREMENTS**

**B. MATERIAL AND WORKMANSHIP**

**C. WAGES**

**D. PERMITS AND NOTIFICATIONS**

**E. MATERIAL REFERENCES**

**F. APPROVALS**

**G. PAYMENT TO CONTRACTORS**

**H. INSURANCE REQUIREMENTS**

**I. PATENT INFRINGEMENT**

**J. LAWS AND ORDINANCES**

**K. PROVISION OF LAW DEEMED INSERTED**

**L. INVALID CLAUSES**

**M. INDEMNITY**

**N. HOURS OF WORK**

**O. QUALIFICATION OF EMPLOYMENT**

**P. FREEDOM OF EMPLOYMENT TO LODGE, BOARD AND TRADE**

**Q. SAFETY REQUIREMENTS; OSHA TRAINING [M.G.L. c. 30, s. 39S]**

## **I. CONDITION OF BIDDING**

- A. **BID DEPOSIT**: Each bidder must deposit with his/her bid, security in the amount of five percent (5%) of the base bid, either in the form of a certified check, cashier's check issued by a responsible bank or trust company, or bid bond, payable to the City of Brockton.
- B. **PERFORMANCE AND PAYMENT BOND**: The successful bidder shall furnish a Performance Bond and a Payment Bond each equal to fifty percent (50%) of the total contract value. This Bond must be purchased from a surety company authorized to transact business in the Commonwealth of Massachusetts. The premiums for the bond(s) are to be paid by the successful bidder and are to be included in the contract price. The Bonds shall be written in conformance with Massachusetts General Laws, Chapter 149.

## **II. GENERAL WORK DESCRIPTION**

### **A. SCOPE OF SERVICES**

The Brockton Public Schools is seeking REBID ENERGY MANAGEMENT CONTROLS SERVICE to meet its needs in this area of concern.

#### **I. On-Call Services**

The Brockton Public Schools is seeking to establish a working relationship with an Energy Management Controls Service Company that holds an Electrical License in the Commonwealth of Massachusetts for on-call service on a time and materials basis. Under this agreement, the Service Company will be responsible for providing a comprehensive maintenance and support program of the Automated Logic Controls Systems as defined in herein. Each bidder is required to visit the sites of the said equipment prior to submitting their bid offering. The purpose of this visit is to acquaint the bidders with any and all conditions at the sites and to identify, inspect and inventory the equipment. The Service Company shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification, because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed. The intent is to secure one Service Company to maintain and upgrade all systems listed under this service contract. The Service Company shall have the ability to furnish all personnel, parts, materials, test equipment, tools, services, etc. in conformance with the terms and conditions as outlined in the specification. The successful bidder shall be regularly engaged in the maintenance, repair and replacement of Automated Logic Controls and shall be factory trained and certified on the aforementioned controls.

The Owner will establish a service order request system with the contracted vendor for all requested service(s). This service is to be provided to the Owner as scheduled on an as needed basis with priority given to emergency service or service for critical areas within the school system. While most service will be scheduled during normal work hours, it is inevitable that emergency or priority service work may arise which will require the response of the contracted vendor beyond normal working hours. The enclosed **Proposed Costs for Items of Work** allows for the vendor to adjust his labor rates accordingly.

In general, the Owner is seeking service, which can respond, on a timely basis and not to exceed 30 minutes after the initial telephone call. In terms of an emergency service call, response time by technician is not to exceed 15 minutes. This includes the expectation of same day service for all needs, which the Owner determines as critical in ensuring the health and safety of building occupants, or, in the elimination of situations which undermine the Owner's standards for the educational environment. All other service requests shall be handled in a fashion which serves to properly address problems with as little disruption of all school related activities as possible.

The Office of Facilities Management will initiate all requests for service. No work is to be initiated without the written authorization of the Facilities Manager, unless waived by the Director of Financial Services for the sake of expediency. Any oral authorization for service(s) will be followed up by a written authorization from the Facilities

Manager for the service(s) performed.

The contracted vendor will be required to submit a service report detailing all work performed and all related time(s) and material(s) costs **at the time of submission of all invoices for payment**. This report will be subject to inspection and review by the Facilities Manager prior to the approval for payment of said invoice(s). **Because all work performed by the Brockton Public Schools is subject to State Wage Rate Laws, all invoices must include a breakdown of per hour labor cost and material(s) costs as separate items so that payment of State Prevailing Wage Rates for all involved trades may be confirmed.**

**B. MATERIALS AND WORKMANSHIP:**

Unless otherwise specifically provided for in the Specifications, all services, workmanship, equipment, materials and articles incorporated in the work covered by these Specifications are to be of the best grade of their respective kinds for the purpose for which they are intended. Where equipment, materials or articles are referred to in the Specifications as "equal" to any particular standard, the Awarding Authority or those delegated by them shall decide the question of equality.

**C. WAGES:**

The wages paid to labor on this work shall not be less than the minimum wage rates established by the Commission of Labor and Industries of the Commonwealth of Massachusetts.

**D. PERMITS AND NOTIFICATIONS:**

The Contractor shall obtain and pay for all required licenses and permits for the work herein provided in these Specifications. The Contractor is also responsible for the timely filing of all necessary notifications involving environmental issues related to the project with all appropriate Federal, State, and Local authorities.

**E. MATERIAL REFERENCES:**

Specific reference in the Specifications to any article, device, product, materials, fixtures, form or type of construction or installation, etc., by name, make or catalog number shall be interpreted as establishing a standard of equality and shall not be construed as limiting competition. The Contractor, in such cases may at his/her option use any article, device, product, materials, fixtures, form or type of construction or installation which in the judgment of the Awarding Authority or those delegated by them is equal to that named.

**F. APPROVALS:**

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

**G. PAYMENT TO CONTRACTOR:**

Payments are to be made in accordance with the provisions of Chapter 627, paragraph 1 of the Acts of 1961 which provisions are contained in the proposed Contract Form.

**H. INSURANCE REQUIREMENTS:**

1. Before commencing performance of any work on the project, the Contractor shall furnish evidence of insurance coverage for payment of Worker's Compensation and the furnishing of other benefits under Chapter 152 of the General Laws (the Worker's Compensation Law) to all person to be employed during the work covered by the Contract and shall continue such insurance in full force and effect during the term of this project. Failure to provide and continue in force such insurance and aforesaid benefits shall be deemed a material breach of the Contract covering the project and shall operate as an immediate termination thereof at the election of the Awarding Authority. Said insurance shall be acceptable to the Awarding Authority and

the policy shall be submitted to the Awarding Authority for examination as a part of the Contract Documents. Satisfactory certificates of insurance of said insurance shall be filed with the Awarding Authority prior to the commencement of any work by the Contractor on this project.

2. The insurance required shall include all major divisions of coverage and shall be on a comprehensive basis including Premises and Operations, Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owner, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

**Employer's Liability:** \$500,000

**Comprehensive General Liability Insurance:**

Bodily Injury Liability \$500,000 per person  
\$1,000,000 per occurrence

Property Damage Liability \$500,000 per occurrence  
\$2,000,000 annual aggregate

**Motor Vehicle Insurance:**

Bodily Injury \$500,000 per person  
\$1,000,000 per occurrence

Property Damage \$500,000 per occurrence  
Or, Combined Single Limit \$1,000,000

Excess Liability (Umbrella) Insurance:  
Combined Single Limit \$2,000,000

3. The Contractor shall effect and maintain insurance against all risks of physical loss upon all work in place and all materials stored at any work site, whether or not covered by payments made by the Awarding Authority. This insurance shall be in an amount equal to the full replacement cost thereof at all times and shall be for the benefit of the Awarding Authority and the Contractor as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the Awarding Authority.
4. In the event that the form of any policy or certificates of insurance required under this Contract or the amount thereof, if not especially specified herein, or the companies writing the same are not satisfactory to the Awarding Authority, the Contractor will secure other policies or certificates in form and amount and with companies satisfactory to the Awarding Authority.

The Contractor shall not cause any policies to be canceled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until fifteen days after the Awarding Authority, as herein defined, and has received written notice thereof as evidenced by return receipt of registered letter. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing particularly that the Awarding Authority is included as one of those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

5. All insurance shall be written on an occurrence basis, unless the Awarding Authority approves in writing coverage on a claims-made basis.

**I. PATENT INFRINGEMENTS:**

The Contractor shall hold and save the Awarding Authority, its officers, and employees, harmless from liability of any nature or kind, including costs, and expenses for or on account of any, patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the work covered by these Specifications, including its use by the Awarding Authority.

**J. LAWS AND ORDINANCES:**

1. All work to be performed under this Specification shall be in accordance with all applicable laws, State or Federal, and all applicable ordinances, codes, rules and regulations of the Awarding Authority or any public board or officer having jurisdiction, regulation or control over any work to be done hereunder.
2. The building code of the City of Brockton shall be the minimum required for all work, but the Specifications shall govern wherever the Specification requirements are in excess of, greater than, or more stringent than code requirements and are permitted under the code.

**K. PROVISION OF LAW DEEMED INSERTED:**

1. Every provision required by law to be inserted herein, and especially those required by Chapter 149 of the General Laws, as amended, shall be incorporated herein by reference, to the extent that such is not already included herein as if it were set forth herein in its entirety. These documents shall be read and enforced as though such provisions were included herein and, if through mistake or otherwise such provision is not so inserted or is incorrectly inserted, then, upon the application of either party, these documents shall be amended to meet the requirements of the law.
2. In the event of any conflict between the provisions of these documents and the provisions required to be inserted herein, such latter provisions shall control.

**L. INVALID CLAUSES:**

1. If any provision of this Specification shall be such as to render it invalid or illegal, then if it shall not appear to have been made by the parties, it shall not be deemed to form part thereof, but the balance of the Specifications shall remain in force and effect.
2. The titles, headings and notes contained in the Specifications are solely to facilitate reference to various portions of the Specifications and in no way affect, limit or cast light upon the interpretation of the portion to which they refer.

**M. INDEMNITY:**

The Contractor agrees to indemnify and save the Awarding Authority harmless from and against any and all costs, loss, expense, liability, damages, or claims for damages, including costs of defending any action on account of any injury or damage to buildings, improvements or property of the City or any person, firm, corporation or association and on account of any injury (including death) to any person or persons arising or resulting from the work provided for or performed under the Contract documents or from any act, omission or negligence of the Contractor. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any insurance provided by the Contractor under the Contract. The Contractor shall furnish insurance to the Awarding Authority for the performance of the provisions of this paragraph.

**N. HOURS OF WORK:**

No laborer, worker, 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, except in cases of

emergency, the Awarding Authority, being subject to Section 31, of Chapter 149 of the General Laws.

**O. QUALIFICATIONS FOR EMPLOYMENT:**

In the employment of mechanics, teamsters, chauffeurs, and laborers, 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 for their employment who are male veterans as defined in Clause 43 of Section 7 of Chapter 4 of the General Laws, 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 found in sufficient numbers, then to citizens of the United States.

**P. FREEDOM OF EMPLOYMENT TO LODGE, BOARD AND TRADE:**

Every employee in the work to be performed under this Contract shall be allowed to lodge, board, and trade where and with whom he elects and no person or his agents or employees shall directly or indirectly require as a condition of employment in said work, that an employee shall lodge, board or trade at a particular place or with a particular person.

**Q. SAFETY REQUIREMENTS; OSHA TRAINING [M.G.L. c. 30, s. 39S]**

The Contractor shall comply and shall cause all subcontractors and persons employed on the Work to comply with all applicable safety requirements. By executing this contract the Contractor hereby certifies 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 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 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 Occupational Safety and Health Administration that is at least 10 hours in duration. 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.



## **GENERAL REQUIREMENTS**

- A. GENERAL ISSUES**
- B. CONTRACT INCLUDES**
- C. ORDER OF AND COMPLETION OF WORK**
- D. PROTECTION - IN GENERAL**
- E. CONSTRUCTION RISK**
- F. INFORMATION**
- G. OFFICES AND STORAGE SPACE**
- H. SANITARY ACCOMMODATIONS**
- I. WATER AND POWER**
- J. HOISTING, STAGING, ETC.**
- K. CUTTING AND JOBBING**
- L. CLEANING**
- M. BUILDING SECURITY AND FIRE AND SAFETY EGRESS**
- N. ACCESS TO BUILDING**
- O. ROAD AND ACCESS TO THE SITE AND PARKING**
- P. COORDINATION OF THE WORK**
- Q. PROJECT CLOSE OUT**
- R. TIME IS OF THE ESSENCE**
- S. ASBESTOS WORK**
- T. CONTRACTOR'S GUARANTEE OF WORKMANSHIP**
- U. TAX EXEMPTION**
- V. FIRE SAFETY REQUIREMENTS**

## **GENERAL REQUIREMENTS**

### **A. GENERAL ISSUES:**

1. The General Conditions, General Requirements, and the Supplementary General Conditions form a part of the Contract and shall govern the work.
2. The Contractor shall keep the Awarding Authority or its representative fully informed of the conditions relating to construction and labor under which the work must be performed and shall employ such methods and means in carrying out the work that will cause the proper and speedy completion of the work under this Contract.
3. The Contractor shall be responsible at all times for insuring the safety and well being of his/her employees while on the job, and, insuring their proper conduct during the course of the project. The Contractor shall strictly adhere to all OSHA, EPA, and other applicable federal, state, and local laws, ordinances, etc., concerning safe work practices as they relate to the particular trades involved in the work. The Awarding Authority shall have the right to cease all work in cases where violations of said laws, ordinances, etc., are observed until these practices are brought into conformance.

### **B. CONTRACT INCLUDES:**

1. The Contractor shall furnish all labor, materials, tools, equipment and scaffolding and supervision to perform the work (except as specifically noted to the contrary) according to the Specifications, Drawings, and any additional plans and instructions furnished by the Awarding Authority. The work includes everything shown on the plans, sketches, Specifications and everything properly incidental thereto, subject to the provisions herein.
  - A) Removal of existing material deemed to be abandoned by this work.
  - B) Removal and replacement of those materials disturbed by the work or called to be restored or replaced.
  - C) Prepare new and existing openings to receive the work, including field measurements for same.
  - D) Shop drawings and samples.
  - E) Patching and matching of wood, plaster, paint, or other materials disturbed by the work.
  - F) Temporary barricades, drop cloths, temporary closures as may be required to secure the building or areas within the building.
  - G) Weather tightness.
  - H) Removal from the site of all debris created by the work.
  - I) Proper clean up of areas of work inside and outside of the building.
2. All work and materials shall be of the best quality and workmanship and to the satisfaction of the Awarding Authority. The work shall be in strict accordance with the drawings, Specifications and samples and the Contractor shall cooperate with the Owner so that no error or discrepancy in the plans and Specifications shall cause defective materials or workmanship to be used.

**C. ORDER OF AND COMPLETION OF WORK:**

1. Upon the award of the Contract, the Contractor shall commence work. Based on the scheduled start date, as provided, carry out the work with all reasonable and proper activity and dispatch, give all notices, take out all permits and pay all charges, fees and rates therefore and bring the work to entire completion within the period of time specified in the Contract.

**D. PROTECTION - IN GENERAL:**

1. The Contractor is solely responsible for the protection of the work and materials from all damage during the process of the work and is wholly responsible for protection of the Awarding Authority's premises and properties therein from any damages caused by his/her work throughout the course of the project.
2. The Contractor shall protect everything on the premises from injury by building operations, dropping of materials, water, wind, fire, theft, accident, interference or other cause. Unless specifically noted otherwise, the Contractor's Superintendent or Foreman shall be designated as the On-Site Safety Officer responsible for maintaining all barricades and labor safety procedures in accordance with OSHA, DLI, and all other applicable codes.
3. The Contractor shall take charge of and be liable for any loss of or injury to materials for use on the work. The Contractor (where applicable) shall notify the Awarding Authority as soon as materials are delivered to the site and provide assistance to the Awarding Authority or its authorized representative to examine same and to determine proper storage sites or removal.
4. The Contractor shall notify the Awarding Authority or its representative immediately upon the discovery of a condition which might prove to be of danger to any occupants of the building or surrounding area.

**E. CONSTRUCTION RISKS:**

1. The Contractor will understand that the materials, work in place, and equipment are entirely at his risk, including loss by theft, or, fire during the project period, and that he will be held responsible and liable for its safety.

**F. INFORMATION**

1. The Contractor shall keep himself fully informed by constant examination of the Drawings and Specifications and examination of actual field conditions as to the size, shape, and position of all openings, special accommodations, equipment to be installed, etc.
2. The Contractor shall furnish full and complete information to all trades relative to the work which they are to do in connection with the work under this Contract.
3. Any questions of doubt or discrepancy shall be submitted to the Architect for clarification and/or adjustment and the Contractor shall make good any work improperly executed for which special information should have been procured, or, any work done in violation of any law or public authority.

**G. OFFICES AND STORAGE SPACE:**

1. The Contractor shall have an on-site trailer for storage of materials unless space is provided for said storage of materials within the building by the Owner. All flammable or hazardous materials must be stored either off-site on a daily basis or in a locked storage trailer on-site.

**H. SANITARY ACCOMMODATIONS:**

1. The General Contractor shall be provided with on-site sanitary accommodations.

**I. WATER AND POWER:**

1. Provided by the Owner with any exceptions as noted by the Architect. The Contractor will be responsible for all temporary connections to same and maintenance of these connections as needed during the course of the work.

**J. HOISTING, STAGING, ETC.:**

1. The Contractor shall provide, set up, and maintain all derricks, hoisting machinery, scaffolding, and staging required for the work.
2. If any work is performed while the building is occupied, all items mentioned above must be properly cordoned off by the erection of temporary barriers or other safety measures, as approved by the Architect, and must be identified as possible safety hazards to building occupants and the general public.

**K. CUTTING AND JOBBING:**

1. All cutting, fitting, and patching, except as hereinafter noted, shall be done by the General Contractor.
2. Any costs caused by defective or ill-timed work or lack of proper information shall be borne by the Contractor.

**L. CLEANING:**

1. The Contractor shall be responsible for the removal of all waste material from the site **at the end of each day**. Under no circumstances shall the facility's dumpsters be used by the Contractor. **The Contractor is to pay special attention that no materials such as asphalt, paint, tar, glues, etc., that may be used by vandals are left in dumpsters overnight.**
2. When work has been fully completed in relation to any interior spaces covered by the Contract, the General Contractor shall insure that the space is fully cleaned and ready for re-occupancy per approval of the Architect.

**M. BUILDING SECURITY AND FIRE AND SAFETY EGRESS:**

1. It shall be the responsibility of the Contractor to secure all areas where work is being performed from unauthorized access to the work area throughout the course of the project.
2. At no time shall any of the work performed impede or prohibit or interfere with the possible egress of building occupants from the building in cases of emergency of any type. The Contractor is to co-ordinate the erection of temporary dust barriers, etc., with the Architect prior to the erection of any such barriers to insure that egress from the building is properly maintained in accordance with all fire and safety codes.

**N. ACCESS TO BUILDING:**

1. The building will be opened for access for completion of the work based on a schedule for the work developed by the Contractor and the Awarding Authority upon the award of the Contract.

**O. ROAD AND ACCESS TO THE SITE AND PARKING:**

1. The Contractor is to closely co-ordinate all locations of equipment, trailers, storage vehicles, deliveries, etc., with the Architect and Owner or Owner's representative.

**P. COORDINATION OF THE WORK:**

1. Schedule of delivery of materials shall be such that removal of existing materials and installation of new materials shall proceed in one continuous operation.
2. Technical questions relating to these matters shall be directed to the Awarding Authority and/or its authorized representatives in writing.
3. The Contractor shall keep the Awarding Authority fully informed of the progress of the work as it proceeds and shall provide the Awarding Authority with a work schedule for staging of the work for approval by the Awarding Authority prior to the commencement of the work.

**Q. PROJECT CLOSE OUT:**

The following documents must be delivered to the Architect for transmission to the Awarding Authority at the close of the project:

1. Contractor's Affidavit of Payment of Debts and Claims--AIA Document G-706
2. Contractor's Affidavit of Release of Liens--AIA Document G-706A
3. Consent to Surety to Final Payment--AIA Document G-707
4. All warranties as specified
5. All documents approved by the Architect and in his possession before Final Acceptance and/or Final Payment of the project will be considered.

**R. TIME IS OF THE ESSENCE:**

1. The process for completion of the project shall be negotiated as set forth in other parts of these documents prior to the execution of the Contract after mutual discussion of the scope of work and its scheduling has been fully discussed by the Awarding Authority, the Architect, and the Contractor.
2. It is hoped that the project can be completed at the earliest possible date. Any work which can be performed on weekends, after-school hours, school vacation days, etc., at no extra cost to the Awarding Authority is encouraged.
3. Any deviation from the agreed upon schedule shall be allowed only upon the written permission of the Awarding Authority.

**S. ASBESTOS WORK:**

An AHERA Management Plan for the facility is available for review from the Office of Financial Services of the Brockton Public Schools. It is required that this information on the location of asbestos containing materials for the school be reviewed by prospective bidders as an integral part of their work site visit, if so warranted.

**T. CONTRACTOR'S GUARANTEE OF WORKMANSHIP:**

In addition to any applicable Manufacturers warranty, the Contractor shall replace, repair, or make good without cost to the Awarding Authority, any defects or faults, arising within one year after the date of acceptance, of articles furnished hereunder resulting from defective work done or imperfect materials furnished by the Contractor or any of the Subcontractors for the project.

**U. TAX EXEMPTION:**

Purchases made by or for the Awarding Authority are exempt from federal excise taxes and Bid prices must exclude any such tax.

**V. FIRE SAFETY REQUIREMENTS**

**The Contractor must meet with the Brockton Fire Department prior to the start of the work to outline the scope of the work and to review all specific work practices which will be required by the local authorities to insure fire safety for the work. The Contractor is to strictly adhere to all requirements as prescribed by the Brockton Fire Department. Any deviation from these practices is to be deemed as just cause for the Awarding Authority to cease all work until said practices are adhered to.**

## **SUPPLEMENTARY GENERAL CONDITIONS**

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- F. ROYALTIES AND PATENTS- CONTRACTOR'S RESPONSIBILITY**
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- L. ARBITRATION**
- M. STORAGE OF EQUIPMENT AND MATERIALS ON SITE**
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**A. Definitions**

1. The Contract Documents consist of the Advertisement for Bids, Notice to Bidders, Instructions to Bidders, Bid Forms and Supplementary Forms, Contract Form, General Conditions, General Requirements, Supplementary General Conditions, Specifications, Drawings, and all addenda issued during the bidding period. These form the Contract.
2. The Owner (City of Brockton/Brockton Public Schools) and the Contractor are those included as such in the Contract documents.
3. Subcontracting of work on this project is discouraged except where absolutely necessary and agreed to in advance in writing by the Owner.
4. The laws of the Federal Government, Commonwealth of Massachusetts, and the City of Brockton shall govern any service work under this Contract.
5. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it is intended or, if delivered at or sent by registered mail to the last business address known to him who gives the notice.
6. The term “work” of the Contractor or Subcontractor includes labor and materials or both.
7. All time limits stated in the Contract Documents are of the essence of the Contract.
8. The date of completion of all service work specified is the date in accordance with the Contract Documents.

**B. Specifications and Project Monitoring**

1. The Facilities Management Department of the Brockton Public Schools shall furnish all instructions necessary for the proper execution of the work.
2. The work shall be executed in conformity with said instructions and the Contractor shall do all work as detailed in the instructions and in accordance with all applicable laws and codes governing the work. The Contractor is responsible in ensuring that all work is carried out at all times in accordance with these instructions and that all codes and laws governing the work are being strictly adhered to.
3. The Owner reserves the right to halt all work directly, if the manner of work is either in violation of any local, State, or Federal codes governing the work, or, if the work of the Contractor is determined to be endangering the health and safety of building occupants, the general public, or those directly involved in the work.
4. The Owner also reserves the right to order the work to be halted in any circumstance where the technical instructions and procedures for carrying out the work are not being adhered to by the Contractor. This includes instances where the Owner does not feel that adequate measures are being employed to protect the security of the building. Work will resume only upon written notification by the Owner to the Contractor to proceed.



### **C. Scheduling**

All service work shall be scheduled with the Facilities Department and a service order request form shall be provided to the contractor. This service is to be provided to the Owner as scheduled on an as needed basis with priority given to emergency service or service for critical areas within the school system. While most service will be scheduled during normal business hours, it is inevitable that emergency or priority service work may arise which will require the response of the Contractor beyond normal working hours.

### **D. Work Execution Requirements**

1. Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.
2. Unless otherwise specified, all materials must be new and all workmanship and materials must be of good quality. The Contractor, shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
3. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled or certified in the work assigned to him.
4. The Contractor will be required to furnish to the Owner proof that all workers engaged in the installation of any/all service work are fully licensed to perform the work.
5. The Contractor will co-operate fully in completion of the work in accordance with all terms of the Specifications, and, in accordance with all Federal, State, and Local codes and regulations related to the work.

### **E. Surveys, Permits, and Regulations**

1. The Owner shall furnish all surveys unless otherwise specified.
2. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. This includes all necessary notification to all appropriate federal, state, or local bodies for any work included in the Contract Documents which is relevant to said agencies.
3. This shall include notification to the local City Department of Health of the project and assurances that all work will be done in accord with all applicable codes and regulations governing the work.

### **F. Royalties and Patents--Contractor's Responsibility**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account, thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacture is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

## **G. Protection**

1. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the Contract.
2. The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable Federal, State, and Local safety laws and ordinances to prevent building accidents or injury to all persons on, about, or adjacent to the premises where the work is being performed. The Contractor shall erect and maintain at all times during the course of the work all necessary safeguards for the protection of his workmen, building occupants and the general public to prevent harm to such including the erection of dangers signs, barriers, etc., as called for to accomplish such ends.
3. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act at his discretion to prevent such threatened loss or injury; and, he shall so act, without appeal, if so authorized or instructed. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or arbitration.

## **H. Superintendence and Supervision by the Contractor**

1. The Contractor shall give efficient supervision to the work using his best skills and attention. This shall include study and comparison of all instructions and the Specifications to actual conditions. The Contractor shall immediately report to the Owner any error, inconsistency, or omission which he may discover which may impede the progress of the work, or, lead to deficiencies in the quality and completion of the work. The Contractor shall not be liable to the Owner for any damage resulting from errors or deficiencies in the Contract Documents or other instructions by the Owner's representative(s).
2. The Contractor's responsibilities also include the supervision of all work performed by all workmen and items of work related to the work including the proper disposal of all waste materials, etc.
3. In addition, a qualified supervisor satisfactory to the Owner shall remain on duty during regular working hours until all the work under this Contract is fully completed, including all items appearing on the list of incomplete and/or corrective work issued at the time of final inspection.

## **I. Changes in Work**

1. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding, or deducting from the work with the Contract Sum being adjusted accordingly. All such work shall be executed under the terms of the original Contract.
2. Should concealed conditions be encountered during the progress of the work which are at variance with the conditions as indicated by the Contract Documents, or, should said conditions differ materially from those normally encountered and generally recognized as inherent in work of said character, the Contractor may submit to the Owner for approval a Change Order reflecting the added cost for dealing with such conditions so as to carry out the work as needed. The combined overhead and profit added to the Owner's costs for changes in the work shall be based on the following schedule:
  - a. A maximum of 10% for the cost for additional work performed by the General Contractor.
  - b. A maximum of 10% of the cost for additional work performed by the Subcontractor's employees or its Sub-subcontractors.
  - c. In no event shall the total combined overhead and profit for the Contractor, Subcontractor, or Sub-subcontractor exceed 20% of the cost of the changes in the work required by approved Change Orders.
  - d. The combined overhead and profit noted above shall include all home office and field office supervision including the costs of all field and office staff, overhead and coordination costs to effect any changes to the work.

3. If the Owner determines that the Contractor has carried out work in a manner not in accordance with the terms of the Contract, or, work which is deficient in the proper operation(s) as according to the technical specifications, then the Contractor shall:
  - a. Correct said deviations or deficiency(s) to the intended work in due time.
  - b. If, within said time frame the Contractor has failed to correct all noted deficiencies or improper operations, the Owner shall have the Right to deduct from the Contract Sum the amount(s) necessary to correct said deviations or deficiency through the utilization of a third party contracted to perform said corrective actions.

**J. Right of Owner to Terminate Contract**

1. The Owner may terminate the Contract with the Contractor on the basis of the following:
  - a. Determination that the Contractor has been judged bankrupt or insolvent.
  - b. Consistent failure of the Contractor to provide adequate labor or materials to insure completion of the service work within the agreed upon time frame and within the standards of workmanship established for the project.
  - c. Persistent disregard by the Contractor of laws, ordinances, and instructions needed for the safe and timely completion of the work.
  - d. Blatant violation by the Contractor of any provision of the Contract.
2. The Owner shall notify the Contractor in writing by registered mail of his intention to terminate the Contract. The Contractor shall have seven (7) days to reply to said notice and to request arbitration on the matter(s) leading to this determination by the Owner.
3. If no arbitration is requested, then the Owner shall have the right to take possession on the premises of all materials, tools, and materials thereon and to finish the work by whatever method he deems expedient.

**K. Right of Contractor to Terminate Contract**

1. If the work should be stopped due to no cause on the part of the Contractor then the Contractor may give written notice to the Owner for termination of the Contract and shall recover from the Owner payment for all work completed, and, any proven loss sustained due to said stoppage of the work. This term of stoppage does not include any periods of time awaiting the proper conditions for carrying out the work within the time frame and schedule as mutually agreed upon by both parties at the time of commencement of the Contract.

**L. Arbitration**

1. All disputes, claims, or questions subject to arbitration under the Contract shall be submitted to arbitration in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of the American Arbitration Association, and the Agreement shall be specifically enforceable under the prevailing arbitration law, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decisions of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other.
2. The Contractor shall not cause a delay of the work during any arbitration proceedings.

**M. Storage of Equipment and Materials on Site**

1. The Contractor shall be allowed to store all materials necessary for proper completion of the work on site in an area as designated by the Owner. Responsibility for prevention of any loss or damage to said stored materials is the sole responsibility of the Contractor.
2. All waste materials or materials made superfluous by the work that are to be disposed of must be disposed of on a daily basis by the Contractor utilizing his/her means and materials for said disposal. **No storage of any hazardous waste on the premises will be permitted.**
3. The Owner will seek to establish a work area where the Contractor may organize the day's assignments for the workers and where the workers may have temporary storage of their personal items, etc. The Owner is not responsible for the loss of any said items due to any causes.

**N. Periodic Site Visits**

1. The Owner will be free to carry out periodic site visits for the purpose of monitoring of the progress of any service work or installation and to ensure that the standards of quality for workmanship expected by the Owner are being met. The Contractor shall fully co-operate with the Owner in this aspect of the work or installation. Independent of the presence of the Owner, the Contractor is at all times bound to adhere to the terms and details of the work as provided within the Contract Documents or Specifications. It is the sole responsibility of the Contractor to ensure that the work be completed in a timely and proper manner in accord with all agreed upon terms.

**O. Withholding of Payments**

1. The Owner may withhold or on account of subsequently discovered evidence, nullify the whole or a part of any Invoice for Payment to such extent as may be necessary, in his reasonable opinion, to protect the Owner from loss on account of:
  - a. Defective work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims.
  - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
  - d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

**P. Damages**

1. Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and no later than the final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.



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Division of Occupational Safety

**Prevailing Wage Rates**

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

Classification	Effective Dates and Total Rates							
<b>Construction</b>								
(2 AXLE) DRIVER - EQUIPMENT	12/01/2010	\$44.430	06/01/2011	\$45.180	12/01/2011	\$45.840		
	06/01/2012	\$46.490	12/01/2012	\$47.520				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2010	\$44.500	06/01/2011	\$45.250	12/01/2011	\$45.910		
	06/01/2012	\$46.560	12/01/2012	\$47.590				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2010	\$44.620	06/01/2011	\$45.370	12/01/2011	\$46.030		
	06/01/2012	\$46.680	12/01/2012	\$47.710				
ADS/SUBMERSIBLE PILOT	08/01/2010	\$104.640	08/01/2011	\$108.760				
AIR TRACK OPERATOR	12/01/2010	\$46.500	06/01/2011	\$47.500	12/01/2011	\$48.750		
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250						
ASPHALT RAKER	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250		
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2010	\$60.980						
BACKHOE/FRONT-END LOADER	12/01/2010	\$60.980						
BARCO-TYPE JUMPING TAMPER	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250		
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2010	\$46.500	06/01/2011	\$47.500	12/01/2011	\$48.750		
BOILER MAKER	01/01/2010	\$55.850						
APPRENTICE: BOILERMAKER - Local 29								
Ratio Step	1	2	3	4	5	6	7	8
1:5 %	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:								
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97								
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2011	\$70.900	03/01/2011	\$70.900	08/01/2011	\$73.000		
	02/01/2012	\$73.990						
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Quincy								
Ratio Step	1	2	3	4	5			
1:5 %	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:								
Step 1\$47.80/2\$52.42/3\$57.04/4\$61.66/5\$66.28								
BULLDOZER/GRADER/SCRAPER	12/01/2010	\$60.630						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2010	\$50.250	06/01/2011	\$51.250	12/01/2011	\$52.500		
CAISSON & UNDERPINNING LABORER	12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350		
CAISSON & UNDERPINNING TOP MAN	12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350		
CARBIDE CORE DRILL OPERATOR	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250		
CARPENTER	09/01/2010	\$55.360	03/01/2011	\$56.230	09/01/2011	\$57.360		
	03/01/2012	\$58.480						

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## Prevailing Wage Rates

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

### Classification

### Effective Dates and Total Rates

Classification	Ratio	Step	1	2	3	4	5	6	7	8	Effective Dates	Total Rates
APPRENTICE: CARPENTER - Zone 2 Eastern MA												
	Ratio	Step	1	2	3	4	5	6	7	8		
	1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
Apprentice wages shall be no less than the following:												
Step 1\$25.54/2\$28.71/3\$41.12/4\$42.71/5\$45.87/6\$45.87/7\$50.61/8\$50.61												
CEMENT MASONRY/PLASTERING											02/01/2011	\$69.070
											08/01/2011	\$70.770
											02/01/2012	\$71.540
CHAIN SAW OPERATOR											12/01/2010	\$46.000
											06/01/2011	\$47.000
											12/01/2011	\$48.250
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES											12/01/2010	\$61.980
COMPRESSOR OPERATOR											12/01/2010	\$49.690
DELEADER (BRIDGE)											01/01/2011	\$64.410
											07/01/2011	\$65.410
											01/01/2012	\$66.410
											07/01/2012	\$67.410
											01/01/2013	\$68.410
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS												
	Ratio	Step	1	2	3	4	5	6	7	8		
	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:												
Steps are 750 hrs.												
Step 1\$29.31/2\$36.86/3\$39.01/4\$41.16/5\$51.51/6\$53.66/7\$55.81/8\$60.11												
DEMO: ADZEMAN											12/01/2010	\$49.100
											06/01/2011	\$50.100
											12/01/2011	\$51.350
DEMO: BACKHOE/LOADER/HAMMER OPERATOR											12/01/2010	\$50.100
											06/01/2011	\$51.100
											12/01/2011	\$52.350
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator												
	Ratio	Step	1	2	3	4						
	1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:												
Step 1\$37.48/2\$40.64/3\$43.79/4\$46.95												
DEMO: BURNERS											12/01/2010	\$49.850
											06/01/2011	\$50.850
											12/01/2011	\$52.100
APPRENTICE: LABORER Demo Burners												
	Ratio	Step	1	2	3	4						
	1:5	%	60.00	70.00	80.00	90.00						
Apprentice Wages shall be no less than the following:												
Step 1\$37.33/2\$40.46/3\$43.59/4\$46.72												
DEMO: CONCRETE CUTTER/SAWYER											12/01/2010	\$50.100
											06/01/2011	\$51.100
											12/01/2011	\$52.350
DEMO: JACKHAMMER OPERATOR											12/01/2010	\$49.850
											06/01/2011	\$50.850
											12/01/2011	\$52.100
DEMO: WRECKING LABORER											12/01/2010	\$49.100
											06/01/2011	\$50.100
											12/01/2011	\$51.350
APPRENTICE: LABORER Demo Wrecking Laborer												
	Ratio	Step	1	2	3	4						
	1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:												
Step 1\$36.88/2\$39.94/3\$42.99/4\$46.05												
DIRECTIONAL DRILL MACHINE OPERATOR											12/01/2010	\$60.630
DIVER											08/01/2010	\$77.440
											08/01/2011	\$80.190

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**Prevailing Wage Rates**

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

Classification	Effective Dates and Total Rates											
DIVER TENDER	08/01/2010	\$62.570	08/01/2011	\$65.320								
DIVER TENDER (EFFLUENT)	08/01/2010	\$82.330	08/01/2011	\$86.460								
DIVER/SLURRY (EFFLUENT)	08/01/2010	\$104.640	08/01/2011	\$108.760								
ELECTRICIAN	09/01/2010	\$51.840										
APPRENTICE: ELECTRICIAN - Local 223												
Ratio	Step	1	2	3	4	5	6	7	8	9	10	
2:3***	%	40.00	42.00	45.00	48.00	50.00	55.00	60.00	65.00	70.00	75.00	
Apprentice wages shall be no less than the following Steps:						Steps are 750 hours						
1\$14.32/2\$15.03/3\$23.30/4\$26.72/5\$27.52/6\$29.56/7\$31.59/8\$33.62/9\$35.66/10\$37.69												
ELEVATOR CONSTRUCTOR	01/01/2011	\$66.690	01/01/2012	\$68.190								
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4												
Ratio	Step	1	2	3	4	5						
1:1	%	50.00	55.00	65.00	70.00	80.00						
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year						
Step 1\$34.26/2\$43.76/3\$48.86/4\$51.41/5\$56.50												
ELEVATOR CONSTRUCTOR HELPER	01/01/2011	\$52.830	01/01/2012	\$54.330								
FENCE & GUARD RAIL ERECTOR	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250						
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	11/01/2010	\$58.140	05/01/2011	\$59.380								
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	11/01/2010	\$42.200	05/01/2011	\$42.930								
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	11/01/2010	\$59.520	05/01/2011	\$60.770								
FIRE ALARM INSTALLER	09/01/2010	\$51.840										
FIRE ALARM REPAIR / MAINTENANCE	09/01/2010	\$45.150										
FIREMAN (ASST. ENGINEER)	12/01/2010	\$54.840										
FLAGGER & SIGNALER	12/01/2010	\$36.650	06/01/2011	\$37.650	12/01/2011	\$37.650						
FLOORCOVERER	09/01/2010	\$60.380	03/01/2011	\$61.130	09/01/2011	\$62.380						
	03/01/2012	\$63.630										
APPRENTICE: FLOORCOVERER - Local 2168 Zone 1												
Ratio	Step	1	2	3	4	5	6	7	8			
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00			
Apprentice rates shall be no less than the following:						Steps are 750 hrs.						
Step 1\$27.91/2\$29.72/3\$40.18/4\$42.00/5\$45.70/6\$47.52/7\$51.22/8\$53.04												
FORK LIFT/CHERRY PICKER	12/01/2010	\$60.980										
GENERATOR/LIGHTING PLANT/HEATERS	12/01/2010	\$49.690										
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2011	\$53.910	07/01/2011	\$54.910	01/01/2012	\$55.910						
	07/01/2012	\$56.910	01/01/2013	\$57.910								

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**Prevailing Wage Rates**

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

**Classification**

**Effective Dates and Total Rates**

APPRENTICE: GLAZIER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1\$24.06/2\$31.08/3\$32.71/4\$34.33/5\$44.16/6\$45.78/7\$47.41/8\$50.66											
HOISTING ENGINEER/CRANES/GRADALLS						12/01/2010	\$60.980				
APPRENTICE: HOIST/PORT. ENG.- Local 4											
Ratio	Step	1	2	3	4	5	6	7	8		
1:6	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$31.33/2\$45.47/3\$47.41/4\$49.35/5\$51.29/6\$53.22/7\$55.16/8\$57.10											
HVAC (DUCTWORK)						02/01/2011	\$65.210	08/01/2011	\$66.460	02/01/2012	\$67.710
						08/01/2012	\$68.960	02/01/2013	\$70.210		
HVAC (ELECTRICAL CONTROLS)						09/01/2010	\$51.840				
HVAC (TESTING AND BALANCING - AIR)						02/01/2011	\$65.210	08/01/2011	\$66.460	02/01/2012	\$67.710
						08/01/2012	\$68.960	02/01/2013	\$70.210		
HVAC (TESTING AND BALANCING -WATER)						01/01/2011	\$58.370	03/01/2011	\$58.870		
HVAC MECHANIC						01/01/2011	\$58.370	03/01/2011	\$58.870		
HYDRAULIC DRILLS						12/01/2010	\$46.500	06/01/2011	\$47.500	12/01/2011	\$48.750
INSULATOR (PIPES & TANKS)						09/01/2010	\$61.660				
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston											
Ratio	Step	1	2	3	4						
1:4	%	50.00	60.00	70.00	80.00						
Apprentice wages shall be no less than the following:						Steps are 1 year					
Step 1\$37.34/2\$42.20/3\$47.07/4\$51.93											
IRONWORKER/WELDER						03/16/2010	\$60.940				
APPRENTICE: IRONWORKER - Local 7 Boston											
Ratio	Step	1	2	3	4	5	6				
**	%	60.00	70.00	75.00	80.00	85.00	90.00				
Apprentice wages shall be no less than the following:						** Structural 1:6; Ornamental 1:4					
Step 1\$46.82/2\$50.35/3\$52.12/4\$53.88/5\$55.65/6\$57.41											
JACKHAMMER & PAVING BREAKER OPERATOR						12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250
LABORER						12/01/2010	\$45.750	06/01/2011	\$46.750	12/01/2011	\$48.000
APPRENTICE: LABORER - Zone 2											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1\$34.31/2\$37.17/3\$40.03/4\$42.89											
LABORER: CARPENTER TENDER						12/01/2010	\$45.750	06/01/2011	\$46.750	12/01/2011	\$48.000

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



DEVAL L. PATRICK  
Governor

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

TIMOTHY P. MURRAY  
Lieutenant Governor

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Secretary of Labor and Workforce Development

GEORGE E. NOEL  
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HEATHER E. ROWE  
Acting Commissioner of  
Division of Occupational Safety

### Prevailing Wage Rates

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

Classification	Effective Dates and Total Rates								
LABORER: CEMENT FINISHER TENDER	12/01/2010	\$45.750	06/01/2011	\$46.750	12/01/2011	\$48.000			
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2010	\$45.750	06/01/2011	\$46.750	12/01/2011	\$48.000			
LABORER: MASON TENDER	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250			
LABORER: MULTI-TRADE TENDER	12/01/2010	\$45.750	06/01/2011	\$46.750	12/01/2011	\$48.000			
LABORER: TREE REMOVER	12/01/2010	\$45.750	06/01/2011	\$46.750	12/01/2011	\$48.000			
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.									
LASER BEAM OPERATOR	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250			
MARBLE & TILE FINISHERS	02/01/2011	\$59.270	03/01/2011	\$59.270	08/01/2011	\$60.950			
	02/01/2012	\$61.740							
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:			Steps are 800 hrs.						
Step 1\$41.58/2\$45.11/3\$48.65/4\$52.19/5\$55.73									
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2011	\$70.940	03/01/2011	\$70.940	08/01/2011	\$73.040			
	02/01/2012	\$74.030							
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1\$47.82/2\$52.44/3\$57.07/4\$61.69/5\$66.32									
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2010	\$29.590	07/01/2011	\$30.290					
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2010	\$60.630							
MECHANICS MAINTENANCE	12/01/2010	\$60.630							
MILLWRIGHT (Zone 2)	04/01/2010	\$53.990							
APPRENTICE: MILLWRIGHT - Local 1121 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following:									
Step 1\$25.02/2\$26.60/3\$36.88/4\$38.46/5\$41.53/6\$43.12/7\$46.18/8\$47.76									
MORTAR MIXER	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250			
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2010	\$43.170							
OILER (TRUCK CRANES, GRADALLS)	12/01/2010	\$46.330							
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2010	\$60.630							
Painter (BRIDGES/TANKS)	01/01/2011	\$64.410	07/01/2011	\$65.410	01/01/2012	\$66.410			
	07/01/2012	\$67.410	01/01/2013	\$68.410					

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## Prevailing Wage Rates

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

### Classification

### Effective Dates and Total Rates

Classification	Ratio	Step	1	2	3	4	5	6	7	8	Effective Dates	Total Rates
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											Steps are 750 hrs.	
Step 1\$29.31/2\$36.86/3\$39.01/4\$41.16/5\$51.51/6\$53.66/7\$55.81/8\$60.11												
PAINTER (SPRAY OR SANDBLAST, NEW) *											01/01/2011	\$55.310
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											07/01/2012	\$58.310
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	07/01/2011	\$56.310
Apprentice wages shall be no less than the following:											01/01/2012	\$57.310
Step 1\$24.76/2\$31.85/3\$33.55/4\$35.24/5\$45.14/6\$46.83/7\$48.53/8\$51.92												
PAINTER (SPRAY OR SANDBLAST, REPAINT)											01/01/2011	\$53.370
											07/01/2012	\$56.370
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	07/01/2011	\$54.370
Apprentice wages shall be no less than the following:											01/01/2012	\$55.370
Step 1\$23.79/2\$30.78/3\$32.38/4\$33.98/5\$43.78/6\$45.38/7\$46.98/8\$50.17												
PAINTER (TRAFFIC MARKINGS)											12/01/2010	\$45.750
PAINTER / TAPER (BRUSH, NEW) *											01/01/2011	\$53.910
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											07/01/2012	\$56.910
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	07/01/2011	\$54.910
Apprentice wages shall be no less than the following:											01/01/2012	\$55.910
Step 1\$24.06/2\$31.08/3\$32.71/4\$34.33/5\$44.16/6\$45.78/7\$47.41/8\$50.66												
PAINTER / TAPER (BRUSH, REPAINT)											01/01/2011	\$51.970
											07/01/2012	\$54.970
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	07/01/2011	\$52.970
Apprentice wages shall be no less than the following:											01/01/2012	\$55.970
Step 1\$23.09/2\$30.01/3\$31.54/4\$33.07/5\$42.80/6\$44.33/7\$45.86/8\$48.91												
PANEL & PICKUP TRUCKS DRIVER											12/01/2010	\$44.260
											06/01/2012	\$46.320
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)											08/01/2010	\$62.570
PILE DRIVER											08/01/2010	\$62.570
											08/01/2011	\$65.320

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**Prevailing Wage Rates**

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

**Classification**

**Effective Dates and Total Rates**

Classification	Effective Dates	Total Rates
APPRENTICE: PILE DRIVER - Local 56 Zone 1		
Ratio Step 1 2 3 4 5 6 7 8		
1:3 % 60.00 65.00 70.00 75.00 80.00 85.00 90.00 95.00		
Apprentice wages shall be no less than the following:		
Step 1\$46.76/2\$48.74/3\$50.71/4\$52.69/5\$54.67/6\$56.64/7\$58.62/8\$60.59		
PIPELAYER	12/01/2010	\$46.000 06/01/2011 \$47.000 12/01/2011 \$48.250
PLUMBER & PIPEFITTER	01/01/2011	\$58.370 03/01/2011 \$58.870
APPRENTICE: PLUMBER/PIPEFITTER - Local 51		
Ratio Step 1 2 3 4 5		
1:3 % 40.00 50.00 60.00 70.00 80.00		
Apprentice wages shall be no less than the following:		
Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85		
Step 1\$23.30/2\$26.74/3\$30.18/4\$34.96/5\$49.40		
PNEUMATIC CONTROLS (TEMP.)	01/01/2011	\$58.370 03/01/2011 \$58.870
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2010	\$46.000 06/01/2011 \$47.000 12/01/2011 \$48.250
POWDERMAN & BLASTER	12/01/2010	\$46.750 06/01/2011 \$47.750 12/01/2011 \$49.000
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/01/2010	\$60.980
PUMP OPERATOR (CONCRETE)	12/01/2010	\$60.980
PUMP OPERATOR (DEWATERING, OTHER)	12/01/2010	\$49.690
READY-MIX CONCRETE DRIVER	08/01/2008	\$31.130
RECLAIMERS	12/01/2010	\$60.630
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2009	\$35.620
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.		
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.		
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2		
Ratio Step 1 2 3 4 5 6 7 8		
1:5 % 60.00 60.00 65.00 70.00 75.00 80.00 85.00 90.00		
Apprentice wages shall be no less than the following:		
Step 1\$20.13/2\$26.04/3\$27.23/4\$28.43/5\$29.63/6\$30.83/7\$32.03/8\$33.22		
RIDE-ON MOTORIZED BUGGY OPERATOR	12/01/2010	\$46.000 06/01/2011 \$47.000 12/01/2011 \$48.250
ROLLER/SPREADER/MULCHING MACHINE	12/01/2010	\$60.630
ROOFER (Inc.Roofer Waterproofing &Roofer Dampproofg)	02/01/2009	\$53.860
APPRENTICE: ROOFER - Local 33		
Ratio Step 1 2 3 4 5		
** % 50.00 60.00 65.00 75.00 85.00		
** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1		
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.		
Apprentice rates no less than: Step 1\$29.91/2\$40.04/3\$41.76/4\$45.22/5\$48.68		
ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2009	\$54.110

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**Prevailing Wage Rates**

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

**Classification**

**Effective Dates and Total Rates**

APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
Apprentices wages shall be paid no less than the following:											
Step 1\$30.04/2\$40.19/3\$41.93/4\$45.41/5\$48.89											
SHEETMETAL WORKER				02/01/2011	\$65.210	08/01/2011	\$66.460	02/01/2012	\$67.710		
				08/01/2012	\$68.960	02/01/2013	\$70.210				
APPRENTICE: SHEET METAL WORKER - Local 17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
Apprentice wages shall be no less than the following:						Steps 1-3 are 1 year; Steps 4-7 are 6 mos.					
Step 1\$25.34/2\$33.89/3\$36.57/4\$41.95/5\$44.65/6\$50.02/7\$54.89											
SIGN ERECTOR				06/01/2009	\$37.780						
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 4 mos.					
Step 1\$19.48/2\$23.12/3\$24.36/4\$25.60/5\$30.34/6\$31.58/7\$32.82/8\$34.06/9\$35.30											
SPECIALIZED EARTH MOVING EQUIP < 35 TONS				12/01/2010	\$44.720	06/01/2011	\$45.470	12/01/2011	\$46.130		
				06/01/2012	\$46.780	12/01/2012	\$47.810				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS				12/01/2010	\$45.010	06/01/2011	\$45.760	12/01/2011	\$46.420		
				06/01/2012	\$47.070	12/01/2012	\$48.100				
SPRINKLER FITTER				01/01/2011	\$70.550	09/01/2011	\$71.350	01/01/2012	\$71.500		
				03/01/2012	\$72.250	09/01/2012	\$73.250	01/01/2013	\$73.400		
				03/01/2013	\$74.400						
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following steps:											
1\$36.20/2\$38.75/3\$41.30/4\$43.85/5\$46.40/6\$48.95/7\$51.50/8\$54.05/9\$56.60/10\$59.15											
STEAM BOILER OPERATOR				12/01/2010	\$60.630						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN				12/01/2010	\$60.630						
TELECOMMUNICATION TECHNICIAN				09/01/2010	\$45.150						
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 223											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	42.00	45.00	48.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:						Steps are 750hrs-Appr.wages shall be the same as Electrician					
1\$14.32/2\$15.03/3\$23.30/4\$26.72/5\$27.52/6\$29.56/7\$31.59/8\$33.62/9\$35.66/10\$37.69											

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### Prevailing Wage Rates

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

Classification	Effective Dates and Total Rates					
TERRAZZO FINISHERS	02/01/2011	\$69.840	03/01/2011	\$69.840	08/01/2011	\$71.940
	02/01/2012	\$72.930				
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile						
Ratio Step	1	2	3	4	5	
1:3	%	50.00	60.00	70.00	80.00	90.00
Apprentice wages shall be no less than the following:					Steps are 800 hrs.	
Step	1	2	3	4	5	6
	\$47.27	\$51.78	\$56.30	\$60.81	\$65.33	
TEST BORING DRILLER	12/01/2010	\$50.500	06/01/2011	\$51.500	12/01/2011	\$52.750
TEST BORING DRILLER HELPER	12/01/2010	\$49.220	06/01/2011	\$50.220	12/01/2011	\$51.470
TEST BORING LABORER	12/01/2010	\$49.100	06/01/2011	\$50.100	12/01/2011	\$51.350
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2010	\$60.630				
TRAILERS FOR EARTH MOVING EQUIPMENT	12/01/2010	\$45.300	06/01/2011	\$46.050	12/01/2011	\$46.710
	06/01/2012	\$47.360	12/01/2012	\$48.390		
TUNNEL WORK - COMPRESSED AIR	12/01/2010	\$61.680	06/01/2011	\$62.930	12/01/2011	\$64.180
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/01/2010	\$63.680	06/01/2011	\$64.930	12/01/2011	\$66.180
TUNNEL WORK - FREE AIR	12/01/2010	\$53.750	06/01/2011	\$55.000	12/01/2011	\$56.250
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/01/2010	\$55.750	06/01/2011	\$57.000	12/01/2011	\$58.250
VAC-HAUL	12/01/2010	\$44.720	06/01/2011	\$45.470	12/01/2011	\$46.130
	06/01/2012	\$46.780	12/01/2012	\$47.810		
WAGON DRILL OPERATOR	12/01/2010	\$46.000	06/01/2011	\$47.000	12/01/2011	\$48.250
WASTE WATER PUMP OPERATOR	12/01/2010	\$60.980				
WATER METER INSTALLER	01/01/2011	\$58.370	03/01/2011	\$58.870		
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone)	08/30/2010	\$34.050	08/29/2011	\$35.310		
CABLEMAN (Underground Ducts & Cables)	08/30/2010	\$44.320	08/29/2011	\$46.110		
DRIVER / GROUNDMAN CDL	08/30/2010	\$39.360	08/29/2011	\$40.830		
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	08/30/2010	\$31.890	08/29/2011	\$33.050		
EQUIPMENT OPERATOR (Class A CDL)	08/30/2010	\$48.320	08/29/2011	\$50.110		
EQUIPMENT OPERATOR (Class B CDL)	08/30/2010	\$41.760	08/29/2011	\$43.340		
GROUNDMAN	08/30/2010	\$31.390	08/29/2011	\$32.550		
GROUNDMAN -Inexperienced (<2000 Hrs.)	08/30/2010	\$26.840	08/29/2011	\$27.790		
JOURNEYMAN LINEMAN	08/30/2010	\$57.510	08/29/2011	\$59.620		
APPRENTICE: LINEMAN (Outside Electrical) - East Local 104						
Ratio Step	1	2	3	4	5	6
1:2	%	60.00	65.00	70.00	75.00	80.00
Apprentice wages shall be no less than the following:						
Step	1	2	3	4	5	6
	\$34.59	\$36.99	\$39.65	\$42.30	\$44.95	\$47.61
TELEDATA CABLE SPLICER	03/01/2007	\$27.330				
TELEDATA LINEMAN/EQUIPMENT OPERATOR	03/01/2007	\$27.330				

**This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. 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: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at [www.mass.gov/dos/pw](http://www.mass.gov/dos/pw) or at 617-626-6952.**



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



DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lieutenant Governor

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

JOANNE F. GOLDSTEIN  
Secretary of Labor and Workforce Development

GEORGE E. NOEL  
Director of Labor

HEATHER E. ROWE  
Acting Commissioner of  
Division of Occupational Safety

## Prevailing Wage Rates

**Awarding Authority:** City of Brockton/Brockton Public Schools

**Contract Number:**

**City/Town:** BROCKTON

**Description of Work:** 1180-0116 Energy Management Control Works - Energy management controls service works that utilize Automated Logic Controls.

**Job Location:** Various School Locations

Classification	Effective Dates and Total Rates	
TELEDATA WIREMAN/INSTALLER/TECHNICIAN	03/01/2007	\$27.330
TREE TRIMMER	02/01/2009	\$19.010
This classification applies only to the trimming of branches on and around utility lines.		
TREE TRIMMER GROUNDMAN	02/01/2009	\$17.060
This classification applies only to the trimming of branches on and around utility lines.		

Additional Apprentices 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, Section 11.

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

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:  
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- \*\*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:  
1-2 JM: 1 APP; 3-4 JM: 2 APP; 5 JM: 3 APP; 6-7 JM: 4 APP; 8 JM: 5 APP; etc.

**This wage schedule must be posted at the work site in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. 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: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at [www.mass.gov/dos/pw](http://www.mass.gov/dos/pw) or at 617-626-6952.**