



City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169
Purchasing Department



ADDENDUM NUMBER 1

RE: **Town Brook Enhancement Project – Phase 2A Addendum No. 1**

BID DATE: 12/15/2011

BID TITLE: Town Brook Enhancement Project – Phase 2A

PLEASE NOTE THE FOLLOWING REVISIONS:

1. BUILDING DEMOLITIO AND DCAM CERTIFICATION

Building Demolition as part of Alternative Work Item 4 as shown on the Plans and described in the Contract Documents shall be **EXCLUDED** from the scope of work under the Town Brook Enhancement Project-Phase 2A Contract, and will be bid under a separate contract. As such, the contract requirements per Chapter 149, Section 44A, no longer apply, DCAM Certification in Demolition per Chapter 149, Section 44D is no longer required in any form, and no longer applies. Please disregard any mention to Building Demolition and DCAM Certification with respect to that item in the Plans and Contract Documents, and please bid accordingly.

The winning bidder for the "Town Brook Enhancement Project-Phase 2A" will be required to coordinate directly with the winning bidder for the subsequent "Town Brook Enhancement Project-Phase 2A Demolition" project to ensure that there is no impediment to construction for either party arising from concurrent construction activities, and the Contractor shall be fully responsible for delays or additional cost due to insufficient or improper coordination between both winning bidders, and no additional compensation will be allowed.

2. STORMWATER CATCH BASIN INSERTS

The City is committed to addressing the existing point discharges from the Concourse Roadway into Town Brook within the project area, and as such may be installing water quality catch basin inserts at **15 locations** in close proximity (to be determined) to the proposed Town Brook improvements in order to address compliance with applicable Stormwater Regulations to the maximum extent practicable for a redevelopment project.

The stormwater catch basin Inserts shall be Fabco StormBasin[®] inserts or approved equal, and shall be included in the Lump Sum Bid Price for the Town Brook - Phase2A Core Improvements. For the purposes of Bidding, assume **15** StormBasin[®] inserts, sized to fit 24" x24" grates and standard MassDOT Precast catch basins. Documentation and sample specifications for Fabco StormBasin[®] inserts are included as Attachment 1 of this document for reference only.

Stormwater Catch Basin Inserts including all labor, materials, equipment, tools and all else incidental thereto complete the work in a satisfactory manner, shall not be measured or paid for separately and shall be included in the lump sum item, refer to Section 01025.

3. SECTION 02110 – PRE-CONSTRUCTION SURVEY AND VIBRATION MONITORING.

Section 02110 – “Pre-Construction Survey and Vibration Monitoring” The Description shall be modified to include an additional building and shall read:

“The work under this item shall include performing a pre-construction survey of existing buildings adjacent to the project area. The locations include 15 Mechanic Street, 31 Revere Road and 1604 Hancock Street. Also included under this item is vibration monitoring of the buildings both prior to and during construction and performing pre-construction video inspections of the basement walls and visible foundation.”

4. JACKING AND RECEIVING PIT CLARIFICATION

The Jacking and Receiving Pits for the Culvert installation crossing Hancock Street as shown on the Plans (sheets C-3 and C-4) are shown for schematic location and size for reference only. The construction of the jacking and receiving pits as part of the trenchless construction of the Reinforced Box Culvert crossing of Hancock Street, including all design, labor, materials, equipment, tools and all else incidental there to complete the work in a satisfactory manner, shall be included in the scope of the Core Improvements. The notes referring to the jacking and receiving pits labeled as “BY OTHERS” shall be revised to read “**DESIGNED BY OTHERS**”, and shall be in accordance with Section 01100 – “Temporary Sheeting, Shoring and Bracing” as noted;

“All design work for temporary sheeting, bracing, shoring, trench boxes and decking in critical areas where the safety and security of public and private property is of concern shall be performed by a Professional Engineer registered in the Commonwealth of Massachusetts engaged by the Contractor.”

The work including the design and construction of the jacking and receiving pits shall be included as part of the Contract Lump Sum Price of the Project, as noted in Section 1025 – “Measurement and Payment”;

“During construction all costs associated with temporary sheeting, bracing, shoring, underpinning, decking, cofferdamming, drainage and disposal of water from pumping/dewatering operations in excavations, and foundations, site clean-up and removal of waste/surplus materials, temporary and final settings of all castings (utility manholes, catch basins, hand holes, gate boxes, etc.) shall be considered included in the contract lump sum price.”

5. SCHEDULE (SECTION 01010 – SUMMARY OF WORK)

Section 01010 1.02 “Schedule and Other Site Specific Requirements” shall be modified to include:

- D. No work impacting the Existing Town Brook with potential impacts to smelt spawning areas shall occur during the active fish run season, **March 1st through June 30th**. Construction activities within the Brook shall occur only during low-flow conditions outside the specified date range.
- E. No work within regulated resource areas including, but not limited to Alternative Work Items 4, 5, 7 and 8 shall be allowed prior to obtaining the necessary Permits to perform the work as described in Section 00890 – Permits. Works proposed in these areas are within regulated resource areas.
- F. No work associated with Alternative Work Items 6 and 7 shall be allowed prior to obtaining the necessary Permits to perform the work as described in Section 00890 – Permits. Work proposed as part of these Alternate Work Items requires the submission of a Notice of Intent with the City of Quincy Conservation Commission.
- G. No site work associated with Alternative Work Item 4 shall commence prior to demolition of the Existing American Legion Building. The winning bidder for the “Town Brook Enhancement Project-Phase 2A” will be required to coordinate directly with the winning bidder for the subsequent “Town Brook Enhancement Project-Phase 2A Demolition” project to ensure that there is no impediment to construction for either party arising from concurrent construction activities, and the Contractor shall be fully responsible for delays or additional cost due to insufficient or improper coordination between both winning bidders, and no additional compensation will be allowed.

- H. In addition to being subject to the terms and conditions of the Contract Documents, and the schedule described therein, the work included as part of the Core Public Improvements and Alternative Work Items 1, 2, 3 and 4 as shown on the Plans and described in these Contract Documents shall be completed no later than **June 15th, 2012**.

The City and the Contractor recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 of the Agreement, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in providing, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City **one thousand two hundred dollars (\$ 1,200.00) per day** for each calendar day beyond the completion date that work included as part of the Core Public Improvements and Alternative Work Items 1, 2, 3 and 4 as shown on the Plans and described in these Contract Documents remains uncompleted.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Article 12 of the General Conditions.

Provided further, that the Contractor shall furnish the City the required notification of such delays in accordance with the applicable Conditions of the Contract."

6. Question: A question was raised at the Pre-Bid Meeting referring to Bid Items 10 (Traffic Police Details) and Bid Item 11 (Monitoring, Handling, Stockpiling and Disposal of Contaminated Materials), and the unallocated allowances associated with those items.

Response: To ensure uniform bid prices for Bid Items 10 and 11, the Contract documents shall be revised as follows:

Bid Item 10 – Traffic Police Details shall be bid with an allowance of **\$55,000**.

Actual payment for this Bid Item shall be paid for as described in Section 02990 – Traffic Police Details;

"Reimbursement to the Contractor for uniformed traffic police details shall be made from amounts allocated under Pay Item 999.001: Traffic Police Details in the schedule of quantities. Payment for uniformed traffic police officers will be paid for on the basis of the actual hours worked and paid for by the Contractor as verified by the Resident Engineer. The invoiced amounts paid by the Contractor may include standard administrative charges levied by the Police Department. An allowance has been used for this pay item to account for varying hourly rates."

Bid Item 11 – Monitoring, Handling, Stockpiling and Disposal of Contaminated Materials shall be bid with an allowance of **\$200,000**.

Actual payment for this Bid Item shall be paid for as described in Section 02180 4.02 (B);

"The Contractor shall submit unit prices for the Pay Items Described in this Section, and will be paid for at the Contract Unit Prices for the quantities determined and experienced during construction as specified above. Payment for disposal will be at the unit rate associated with the facility permitted to accept the material for the least cost."

7. Question: A question was raised at the Pre-Bid Meeting referring the creation of a Traffic Management Plan and the responsibility to develop the Plan.

Response: A Traffic Management Plan will be required and the Contractor shall coordinate all work with the City of Quincy Planning and Community Development Department, Quincy DPW, Quincy Police Department for traffic control and the local school crossing guards.

All costs associated with preparation of and implementation of a Traffic Control Plan shall be the responsibility of the Contractor and shall be considered included in the contract lump sum price.

8. Question: A question was raised at the Pre-Bid meeting referring to the requirement of sequential construction of the Core Improvements and subsequent Alternative Work Items.

Response:

All references to the sequential construction of the Core Improvements and Alternative Work Items shall be removed from the Plans and Contract Documents. Please disregard any mention to sequential construction, as the concurrent construction activities will be allowed at the discretion of the Contractor, however the Contractor shall obtain approval from the City and Engineer prior to proceeding with each alternative. The work associated with each Alternative Work Item shall also be subject to obtaining the necessary permits and seasonal work restrictions.

Section 01010 1.03 (B) - "Work to be Done" 3rd paragraph shall be modified to read:

"Alternative Work Items 1 through 8 as shown on the Project Drawings and described herein shall be included in the scope of the project as Alternative Work Items. The proposed scope of work shall include at a minimum the Phase 2A improvements as previously described and may include none, some or all of the Alternative Work Items at the discretion of the City of Quincy (Owner). Each Alternative Work Item (if included) may be constructed currently as determined by the Contractor, and shall be in accordance with Section 01010 (1.02) as amended, and shall be contingent upon obtaining the necessary permits to perform the work as described in Section 00890 – Permits. The Contractor is required to obtain approval from the City and Engineer prior to commencing with each Alternative Work Item. The scope of each Alternative Work Item shall consist of furnishing all necessary labor, materials, equipment and services to construct and complete in its entirety each Alternative Work Item."

9. Question: A question was raised at the Pre-Bid Meeting requesting the ability to use the open parcel at the northwest corner of Hancock Street and Walter J. Hannon Parkway for staging and laydown area.

Response:

Parcel (DUC 121) located at the northwest corner of Walter J. Hannon Parkway and Hancock Street is currently privately owned, and as such is not under the City's jurisdiction, therefore this parcel is currently not a viable option for staging or laydown at this time.

10. Question: A question was raised at the Pre-Bid meeting requesting the inclusion of the Pre-Bid Meeting attendance list as part of this Addendum.

Response:

The Pre-Bid Attendance List is included in this Addendum as Attachment 2.

11. A letter was submitted on 11/29/2011 requesting clarification on the following items:

Question: The contract drawings detail the crossing of Hancock Street using trenchless construction. There are no specifications regarding approved means and methods. Further, if the jacking method is utilized, the jacking of an 11' x 6' box culvert is impractical if not impossible. The fabrication of a shield necessary to conform to the culvert is estimated at between \$200,000.00 to \$300,000.00. In the event a shield could be fabricated, the jacking pressures required to advance the culvert would be so excessive that the shield and culvert would be bound and unable to move. Further, the loss of ground could not be controlled resulting in surface settlements. In conversations with the jacking subcontractors, they do not believe jacking of the culvert are appropriate and will not provide a quote due to the concerns expressed above. The jacking subcontractors recommend circular direct jacking pipes consisting of either reinforced concrete jacking pipe or reinforced concrete cylinder jacking pipe with diameters not exceeding 84" diameter.

Response: The means and methods for the trenchless construction of the Hancock Street crossing shall be at the Contractor's discretion, therefore specifications were not provided detailing the preferred method of construction. It is expected that the construction of this crossing will involve a great deal of care and effort on the part of the contractor and/or subcontractors. As such, the City understands that the trenchless construction will be challenging. After evaluation of other alternatives for the Hancock Street crossing, the City believes trenchless construction of the Hancock Street crossing is in the best interest of the City and

community. The City will coordinate with the winning bidder to evaluate the preferred method for this trenchless construction, and will coordinate with the winning bidder to ensure the work is completed as shown on the Project Plans and Contract Documents, and is also in compliance with all applicable Permits.

For purposes of procuring and acquiring a bid, all labor, materials, equipment, design, tools and all else incidental there to complete the trenchless construction of the reinforced concrete box culvert crossing of Hancock Street in a satisfactory manner, shall not be measured or paid for separately and shall be included in the lump sum item, refer to Section 01025.

Question: Page 1-8, Paragraphs 22.3 and 22.5 detail MBE/WBE requirements referring to Section 00310 of the project manual. No such section is included in the specification.

Response: The Minority Business Enterprise (MBE) and Women's Business Enterprise Policies (WBE) policies (Section 00310) and Certifications to be completed by the Contractor are included in this Addendum as Attachment 3.

Question: Bid Form Items No. 10 & 11; no allowance cost is included. If there are any questions please feel free to contact our office.

Response: Bid Form Items No. 10 and 11, described as "Traffic Police Details" and "Monitoring, Handling, Stockpiling and Disposal of Contaminated Materials" respectively, has an allocated allowance cost as described in this Addendum, Item 6.

12. An email was submitted on 12/2/2011 requesting information regarding the availability of information relating to the Town Brook Enhancement Project Phase 1 project including the availability of Construction Documents, information on bidders, information on submitted bids, and the specifications.

Response: The Town Brook Enhancement Project Phase 1 work was included under the "Quincy Center Concourse-Section 2" Project. Information relating to bidders, bids, contract details, specifications and any other information is publically available through a Freedom of Information Act request from the City of Quincy. The Town Brook Enhancement Project Phase 1 Plans have been made available FOR REFERENCE ONLY for download in electronic format via the following link:

<https://sdg-eng.sharefile.com/d/s7b60e59d8e24bc99>

These Plans are provided FOR REFERENCE ONLY, and the City of Quincy does not guarantee the accuracy of the included Plans, nor is the City of Quincy or Engineer neither responsible nor liable for construction deviations from the issued Town Brook Enhancement Project Phase 1 Plans. The Contractor is responsible for determining the existing conditions prior to constructing the proposed Town Brook Enhancement Project - Phase 2A.

13. A letter was submitted on 12/2/2011 requesting clarification on the following items:

1. Please confirm the following items will be paid under item no 11. Allowance for Monitoring, Handling, Stockpiling and Disposal of Contaminated Materials:

- a. **Removal and Disposal of excavated materials at RCS less than I facility.**
- b. **Removal and Disposal of excavated materials at In-state unlined landfills,**
- c. **Removal and Disposal of excavated materials at In-state lined landfills.**
- d. **Removal and Disposal of excavated materials at in-state recycling facilities.**
- e. **Removal and Disposal of excavated materials at Out-of-state lined landfills.**
- f. **Removal and Disposal of excavated materials at Non-RCRA out-of-state landfills.**
- g. **Removal and Disposal of excavated materials at RCRA landfills.**
- h. **Soil Management and Disposal Plan.**
- i. **Decontamination for construction, operation, dismantling, and disposal of each decontamination station.**
- j. **Removal and Disposal of decontamination water.**

Response: The payment for Item 11 "Monitoring, Handling, Stockpiling and Disposal of Contaminated Materials" shall be in accordance with Section 02180 of the Contract Documents. An allowance has been set for including in the Bids as described in Item 6 of this Addendum:

2. **Drawing C-9 Alternate 6 Note "For bidding purposes the Contractor is to assume the following Site Amenities for the 4760 SF Open Space Area"**
 - a. **2,000 SF of miscellaneous landscaping.** Please define the scope of work for this item,
 - b. **2 Benches.** Please provide detail or manufacturer's model number for the bench.
 - c. **1 Trash Can with Ash Urns.** Please provide detail or manufacturer's model number for the trash can.
 - d. **2 Bike Rack.** Please provide detail or manufacturer's model number for the bike rack.
 - e. **3 Site landscape lighting fixtures.** Please provide detail or manufacturer's model number for site landscape lighting fixtures.
 - f. **2 Educational Placards.** Please provide detail or manufacturer's model number for educational placards.
 - g. **1 Construction of rain garden and associated drain.** Please define the scope of work and provided detail for this items.

Response: The landscaping of the public open space requires final design and submittal of a Notice of Intent to the City of Quincy Conservation Commission, and as such, the final level of detail is not currently available for inclusion on the Plans and the contractor shall assume typical high-end landscaping for a public park area including shrubs, trees, and groundcover for the specified area. Detailed information for the benches, trash can with ash urn, and landscape lighting standard information is included in Section 02999- "Site Furniture" of the Contract Documents. For bidding purposes, the bike racks shall be steel with heavy rubberized coating inverted "Cycle-Safe U/2" racks or approved equal. For bidding purposes educational placards shall be 12" wide by 12" tall steel placards mounted on 36" high steel posts. For bidding purposes, raingardens and associated drainage shall be 500 ft² and shall be constructed in accordance with detail included as Attachment 4.

3. **Drawing C-9 Alternate 7 Note "For bidding purposes the Contractor is to assume the following Site Amenities for the 2,600 SF Open Space Area"**
 - a. **1,000 SF of miscellaneous landscaping.** Please define the scope of work for this item.
 - b. **2 benches.** Please provide detail or manufacturer's model number for the bench.
 - c. **1 Trash Can with Ash Urns.** Please provide detail or manufacturer's model number for the trash can.
 - d. **1 Bike Rack.** Please provide detail or manufacturer's model number for the bike rack.
 - e. **2 Site landscape lighting fixtures.** Please provide detail or manufacturer's model number for site landscape lighting fixtures.
 - f. **Educational placards.** Please provide detail or manufacturer's model number for educational placards.
 - g. **1 Construction of rain garden and associated drain.** Please define the scope of work and provided detail for this items.

Response: The landscaping of the public open space requires final design and submittal of a Notice of Intent to the City of Quincy Conservation Commission, and as such the final level of detail is not currently available for inclusion on the Plans and the contractor shall assume typical high-end landscaping for a public park area including shrubs, trees, and groundcover for the specified area. Detailed information for the benches, trash can with ash urn, and landscape lighting standard information is included in Section 02999- "Site Furniture" of the Contract Documents. For bidding purposes, the bike racks shall be steel with heavy rubberized coating inverted "Cycle-Safe U/2" racks or approved equal. For bidding purposes educational placards shall be 12" wide by 12" tall steel placards mounted on 36" high steel posts. For bidding purposes, raingardens and associated drainage shall be 500 ft² and shall be constructed in accordance with detail included as Attachment 4.

4. **There is a note on Drawing C-4 "Proposed headwall and retaining wall (by others)" at STA 24+22.**
 - a. **Please confirm that the proposed headwall and retaining wall at STA 24+22 is not under this Contract.**
 - b. **If the proposed headwall and retaining wall at STA 24+22 is under this Contract, please provide detail.**

Response: The proposed headwall and retaining wall are included under this Contract, and the note should be revised to read "TO BE DESIGNED BY OTHERS". Additional detail for the headwall and retaining wall will be included in future addenda to assist in bidding.

- 5. There is a note on Drawing C-4 "Proposed jacking pit, install piles and lagging per separate plan (by others)" and "Proposed receiving pit, install piles and lagging per separate plan (by others)". a. Please confirm that the cost for design and install/remove jacking and receiving pits are under this Contract.**

Response: The cost for design and installation and removal of the jacking and receiving pits are included under this contract and are the responsibility of the Contractor. See responses to Item 4 and Item 11.

- 6. There is a note on Drawing C-5 ALT 1 "proposed headwall and retaining wall" at STA 23+00. Please provide detail.**

Response: Additional detail for the headwall and retaining wall will be included in future addenda to assist in bidding. It is assumed that the headwall and retaining walls will be cast-in-place reinforced concrete per the dimensions depicted on the Plans.

Thank you. PLEASE SIGN AND ATTACH IT TO YOUR BID, AS IT IS NOW PART OF THE BID.

Kathryn R. Hobin, Purchasing Agent _____

Date: _____

Bidder's Signature: _____

Attachments:

- Attachment 1 – Catch Basin Insert Information
- Attachment 2 – Pre-Bid Meeting Attendance List
- Attachment 3 - MBE/WBE Policies, Certificates & Forms
- Attachment 4 - Typical Rain Garden Detail



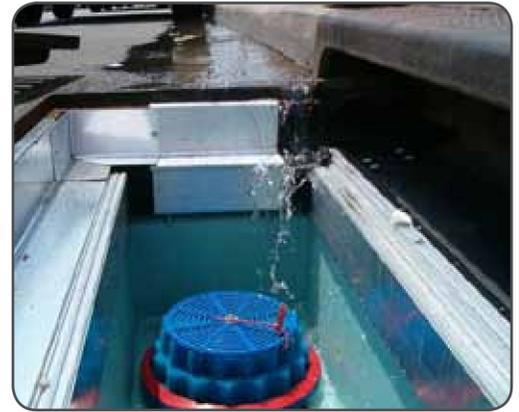
Attachment 1

Catch Basin Insert Information

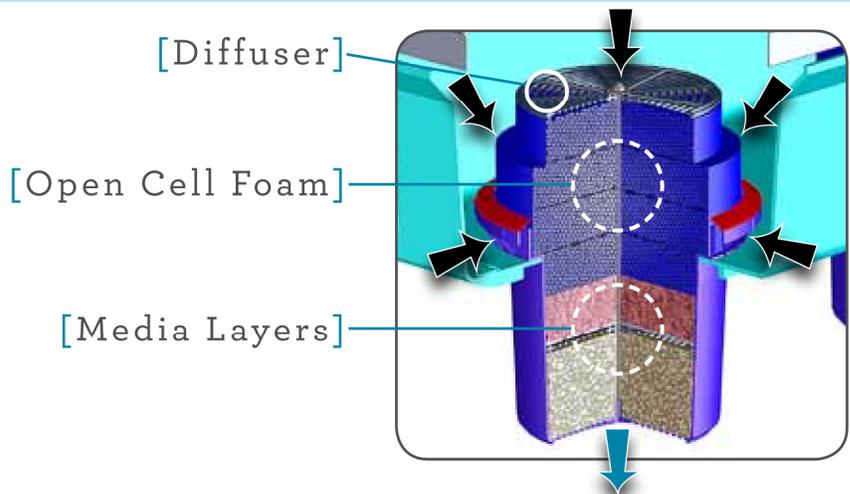
- Fabco StormBasin[®] Data (For Reference Only)
- Sample Fabco StormBasin[®] Specifications (For Reference Only)

StormBasin

The StormBasin is a filtration BMP that employs custom-built filtration cartridges to remove fine particulate, hydrocarbons, heavy metals, organics and bacteria. The insert combines a gross pollutant trap with filtration technology for effective solid and dissolved pollutant capture. The proprietary filter cartridges contain various media to target specific pollutants of concern and are typically replaced annually.

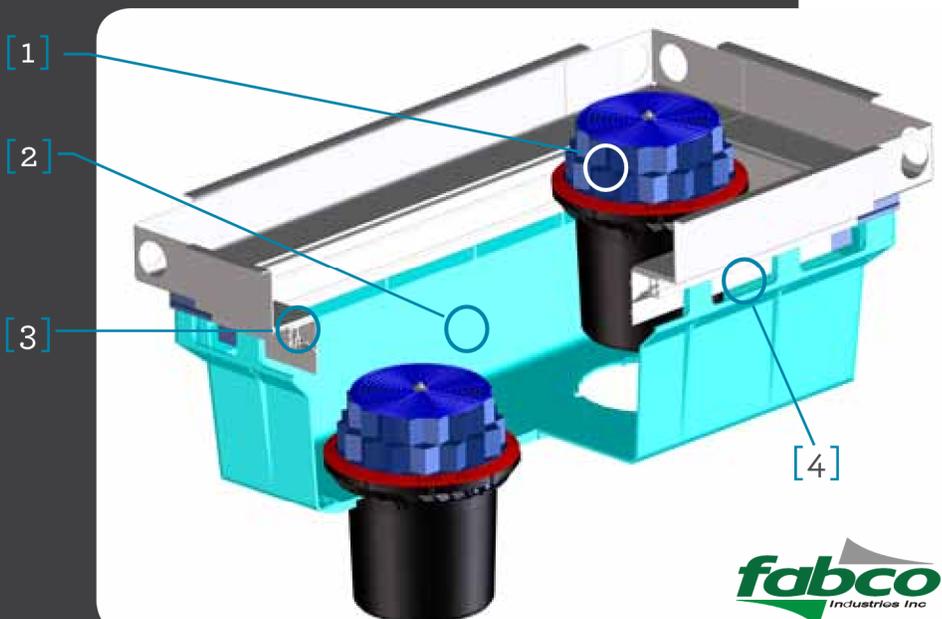


APPLICATION	REGULATORY ISSUE	TARGET POLLUTANTS
Municipal storm drain retrofits	MS4 Permits	Sediment, trash, O&G, nutrients
Fuel/oil storage and handling facilities	EPA SPCC (Spill Control Rule)	Hydrocarbons, oily sediments
Scrap metal/solid waste/power plants/etc	Industrial Multi-Sector General Permit	Solids, hydrocarbons, metals
Pre-treatment BMP for new development	Municipal Stormwater Permits	Sediment, O&G, nutrients
Coastal/lake beaches, WWTPs	Bacteria TMDLS	Bacteria, pathogens
Retail/gardens centers	Phosphorus/nitrogen/pesticides	Fertilizers, pesticides



FEATURES/BENEFITS

1. Easily replaced lightweight cartridges customized for specific treatment needs
2. Durable, UV safe co-polymer basin with aluminum mounting flange has a 15 year service life
3. Patented dovetailed flange - allows 5" of length/width field adjustment
4. Baffled bypass traps floatables



Specifications & Details



[STORMSACK]

PART 1.00 GENERAL DESCRIPTION

This technology is a post developed stormwater treatment system. The StormSack provides effective filtration of solid pollutants and debris typical of urban runoff, while utilizing the existing or new storm drain infrastructure. The StormSack is designed to rest on the flanges of conventional catch basin frames and is engineered for most hydraulic and cold climate conditions.

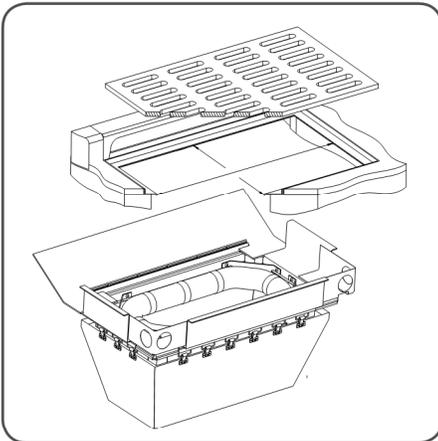
PART 2.00 PRODUCTS

2.1 Material and Design

- A. Adjustable Flange and Deflector: Aluminum Alloy 6063-T6
- B. Splash Guard: neoprene rubber
- C. Stormsack: woven polypropylene geotextile with US Mesh 20
- D. Corner Filler: Aluminum Allow 5052-H32
- E. Lifting Tabs: Aluminum Allow 5052-H32
- F. Replaceable Oil Boom: polypropylene 3 inch (76 mm) diameter
- G. Mesh Liner: HDPE, diamond configuration
- H. Support Hardware: CRES 300 Series

2.2 Typical Performance Characteristics

- A. Debris capacity: 8.5cu. ft. (0.24 m³)
- B. Filtered flow rate: 7.3 cfs (207 lps)
- C. Primary baffled bypass flow rate: 4.2cfs (119 lps)
- D. Secondary bypass flow rate: 0.4 cfs (10 lps)
- E. Total bypass flow rate: 4.6 cfs (130 lps)
- F. Oil boom sorption capacity: 376 oz (11 L)



2.3: Recommended minimum clearance from bottom of StormSack to inside bottom of vault is 2 inches (50 mm)

2.4: Typical frame adjustability range of 5 inches (127 mm) in each direction

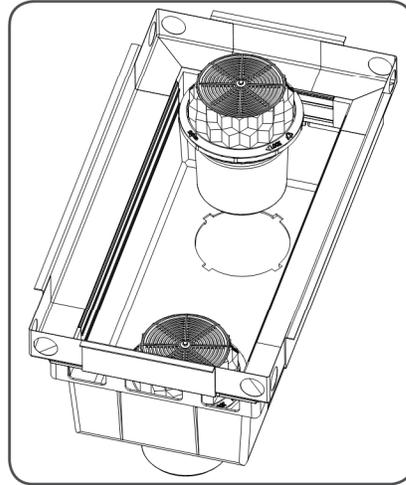
PART 3.00 INSTALLATION AND MAINTENANCE

Installation procedures shall include removing the storm grate, cleaning the ledge of debris and solids, measuring catch basin clear opening and adjust-

ing flanges to rest on grate support ledge. Install StormSack with splash guard under curb opening so the adjustable flanges are resting on the grate support ledge. Install corner filler pieces. Reinstall storm grate directly on support flanges [rise shall be no more than 1/8 inch (3 mm)].

Maintenance: Typically the StormSack is serviceable from the street level, and therefore maintenance does not require confined space entry into the catch basin structure. The unit is designed to be maintained in place with a vacuum hose attached to a sweeper or a vactor truck. The oil boom is also designed to easily be replaced from the street level. Use only FABCO replaceable parts.

[STORMBASIN]



PART 1.00 GENERAL DESCRIPTION

This technology is a post developed stormwater treatment system. The StormBasin provides effective filtration of stormwater pollutants that include sediment, hydrocarbons, nutrients, pathogens and metals, while utilizing the existing or new storm drain infrastructure. The StormBasin is designed to rest on the flanges of conventional catch basin frames and is engineered for most hydraulic and cold climate conditions.

PART 2.00 PRODUCTS

2.1 Material and Design

- A. Adjustable Flange and Deflector: Aluminum Alloy 6063-T6
- B. Basin Plastic: polypropylene/polyethylene copolymer
- C. Corner Filler: Aluminum Allow 5052-H32
- D. Support Hardware: CRES 300 Series

2.2 Typical Performance Characteristics (Refer to Details)

- A. Debris capacity: 6.0 cu. ft. (0.17 m³)
- B. Filtered flow rate of standard cartridge: 0.51 cfs (14 lps)
- C. Primary baffled bypass flow rate: 4.3 cfs (122 lps)
- D. Secondary bypass flow rate: 0.7 cfs (20 lps)
- E. Total bypass flow rate: 5.0 cfs (142 lps)

2.3: Recommended minimum clearance from bottom of cartridge to inside bottom of vault or resting water surface is 2 inches (50 mm)

2.4: Typical frame adjustability range of 5 inches (127 mm) in each direction

PART 3.00 INSTALLATION AND MAINTENANCE

Installation procedures shall include removing the storm grate, cleaning the ledge of debris and solids, measuring catch basin clear opening and adjusting flanges to rest on grate support ledge. Install StormBasin so the adjustable flanges are resting on the grate support ledge. Install corner filler pieces. Reinstall storm grate directly on support flanges [rise shall be no more than 1/8 inch (3 mm)].

Maintenance: Typically the StormBasin is serviceable from the street level, and therefore maintenance does not require confined space entry into the catch basin structure. The unit is designed to be maintained in place with a vacuum hose attached to a sweeper or a vactor truck. The filter cartridges are also designed to easily be replaced from the street level. Use only FABCO replaceable parts.



Fabco and Operation SPLASH help clean up Long Island's South Shore Bays

Home to 1.5 million people, storm water from the entire southern half of Long Island, New York ultimately drains into over 100 streams, shallow coastal bays and sensitive wetlands that are known as the South Shore Estuary Reserve. Over the past 20 years, local residents have witnessed a dramatic deterioration of coastal water quality largely due to the polluted storm water runoff that results from paved roads, parking areas and land development. In response, a group of concerned boat captains, divers and bay men rallied together in 2000 to highlight the problem and its highly negative impact on the marine environment.

Challenged with how to address storm water pollution in the high density urbanized area where he lived, Robert Weltner, president of Operation S.P.L.A.S.H. (Stop Polluting Littering

and Save Harbors) searched for practical solutions to battle storm water pollution using the existing infrastructure. Local agencies suggested using "green infrastructure" (e.g., rain gardens) as a solution to the storm water problem. Mr. Weltner's response was:

**"WHERE THE HECK DO I PLANT
A RAIN GARDEN? I'VE GOT NO ROOM!"**

Weltner eventually found the answer in Fabco filter technology that had been installed in local storm drain catch basins. Years in the making, the success of Weltner's local solution has resulted in a large scale deployment of Fabco solutions in a growing number of communities in the South Shore Estuary Reserve and other major coastal watersheds including the Long Island Sound.



About FABCO INDUSTRIES INC.

Fabco Industries Inc. was established in 1997 by people with a commitment to improving the quality of our water resources through engineering, manufacture and maintenance of patented filtration technology and delivery systems. Originally an industrial wastewater filtration company, Fabco is now successfully deploying this same proven technology for storm water treatment applications. Working closely with clients and partners, the company develops solutions for storm water remediation that can be effectively applied to a broad range of scenarios. Fabco is an invaluable resource to all storm water professionals looking for answers to the challenges of non-point source pollution.

Fabco Industries Inc
66 Central Ave
Farmingdale, NY 11735
Tel (631) 393-6024 Fax (631) 501-5528

www.fabco-industries.com



Retro-fit catch basin insert



Specifically designed to assist storm water managers in meeting NPDES II requirements:

- Designed for municipal catch basins
- Can function as stand alone BMP
- Protects structural BMP's
- Can be used to target specific pollutants

Fully featured and highly effective catch basin insert is designed to filter the full range of pollutants from storm water runoff, utilizing the leading filter technologies.

The StormBasin is available in over 400 sizes and comes as standard with a patented adjustable aluminum flange.

The StormBasin is supplied with our standard storm water cartridge. You can select from the complete range of filter cartridges if there are high concentrations of specific pollutants. (See our filtration media specifications)

The StormBasin standard storm water cartridge targets the following pollutants:

- Bacteria
- Sediments TSS
- Trash & Debris
- Hydrocarbons
- Herbicides
- Pesticides
- Oils and Grease
- Heavy Metals



StormBasin features *fabco technology*

Largest Trash & Debris Capacity in its Class

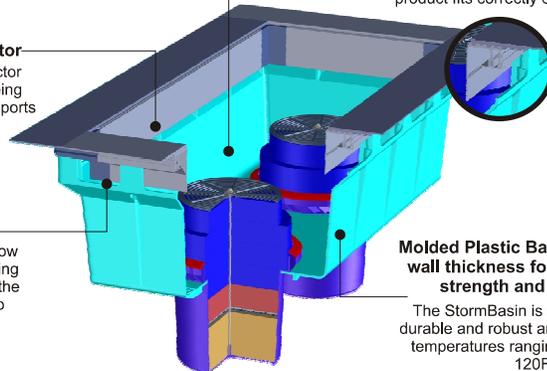
The StormBasin insert can hold up to 1000lbs or 7 cubic feet of debris, making it the highest capacity product in its class

Trash & Debris Deflector

The trash and debris deflector prevents floatables from being released through the bypass ports

Protected Bypass

The protected bypass ports allow the StormBasin to function during a major rain event by allowing the run off to exit at rates of up to 2100 GPM



Replaceable Cartridges

Adjustable Flange

The adjustable flange allows for adjustment during fitting to ensure that the product fits correctly every time

Molded Plastic Basin with 0.210" wall thickness for unparalleled strength and durability

The StormBasin is designed to be durable and robust and can withstand temperatures ranging from -20F to 120F

Installation

The StormBasin fits into an existing catch basin resting on the catch basin frame. Depth requirement is only 28" and the unit can be installed in under 10 minutes



The StormBasin is supplied with our standard filter cartridge which is configured to effectively treat a broad spectrum of pollutants commonly associated with surface runoff: sediments/debris, bacteria/pathogens, oils/hydrocarbons, heavy metals. The standard cartridge is ideal for medium traffic volume roadways and small parking fields especially when located near sensitive waterways.

DISTRIBUTED BY



StormBasin is a registered trademark of Fabco Industries Inc.
www.fabco-industries.com tel 1-631-244-3536

StormBasin sizes & capacities



The StormBasin is available in 18 basic sizes which come supplied with an adjustable flange. To select the correct product for your needs the size should be taken from the catch basin grate. Example; a 24" x 48" grate would require a 9730-1 part number, then add the installation kit letter for a deep flange "C", therefore your final part number would be 9730-1C.*

Width from 21" to 24"

Width from 25" to 30"

Width from 31" to 36"

Length from 27" to 31"

Part Number	9730-6X	Part Number	9731-6X
Basin size:	18" x 24"	Basin size	22" x 24"
Number of cartridges	1	Number of cartridges	1
Filtered flow rate	115gpm	Filtered flow rate	115gpm
Bypass flow rate	1167gpm	Bypass flow rate	1346gpm
Debris capacity	2.0 cubic ft	Debris capacity	2.5 cubic ft

Length from 32" to 35"

Part Number	9730-5X	Part Number	9731-5X
Basin size:	18" x 28"	Basin size:	22" x 28"
Number of cartridges	1	Number of cartridges	1
Filtered flow rate	115gpm	Filtered flow rate	115gpm
Bypass flow rate	1364gpm	Bypass flow rate	1481gpm
Debris capacity	2.4cubic ft	Debris capacity	3.0 cubic ft

Length from 36" to 38"

Part Number	9730-4X	Part Number	9731-4X
Basin size:	18" x 32"	Basin size:	22" x 32"
Number of cartridges	1	Number of cartridges	1
Filtered flow rate	115gpm	Filtered flow rate	115gpm
Bypass flow rate	1436gpm	Bypass flow rate	1571gpm
Debris capacity	2.8 cubic ft	Debris capacity	3.6 cubic ft

Length from 39" to 43"

Part Number	9730-3X	Part Number	9731-3X	Part Number	9733-3X
Basin size:	18" x 36"	Basin size:	22" x 36"	Basin size	28" x 36"
Number of cartridges	2	Number of cartridges	2	Number of cartridges	2
Filtered flow rate	230gpm	Filtered flow rate	230gpm	Filtered flow rate	230gpm
Bypass flow rate	1706gpm	Bypass flow rate	1885gpm	Bypass flow rate	1885gpm
Debris capacity	3.2 cubic ft	Debris capacity	4.0 cubic ft	Debris capacity	5.8 cubic ft

Length from 44" to 47"

Part Number	9730-2X	Part Number	9731-2X	Part Number	9733-2X
Basin size:	18" x 40"	Basin size:	22" x 40"	Basin size	28" x 40"
Number of cartridges	2	Number of cartridges	2	Number of cartridges	2
Filtered flow rate	230gpm	Filtered flow rate	230gpm	Filtered flow rate	230gpm
Bypass flow rate	1795gpm	Bypass flow rate	1975gpm	Bypass flow rate	1930gpm
Debris capacity	3.6 cubic ft	Debris capacity	4.5 cubic ft	Debris capacity	6.4 cubic ft

Length from 48" to 52"

Part Number	9730-1X	Part Number	9731-1X	Part Number	9733-1X
Basin size:	18" x 44"	Basin size:	22" x 44"	Basin size	28" x 44"
Number of cartridges	2	Number of cartridges	2	Number of cartridges	2
Filtered flow rate	230gpm	Filtered flow rate	230gpm	Filtered flow rate	230gpm
Bypass flow rate	1975gpm	Bypass flow rate	2110gpm	Bypass flow rate	2110gpm
Debris capacity	4.0 cubic ft	Debris capacity	5.0 cubic ft	Debris capacity	7.0 cubic ft

Custom sizes available
ask for details

Flat adjustable flange

The StormBasin flat adjustable flange is designed for drop inlets with flat grate covers. It offers adjustment of up to 4" when installing in a catch basin.



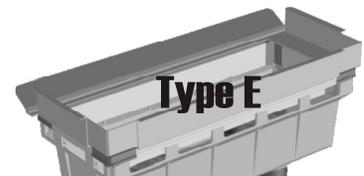
Deep adjustable flange

The StormBasin deep adjustable flange is designed for drop inlets with grate covers that are not flat on the under side. The deep flange offers similar adjustment as the flat flange.



Deep adjustable flange open curb

The StormBasin deep adjustable flange open curb is designed for combination drop /open curb inlets. The rear deflector redirects flow from the curb opening into the Stormbasin.



* The measurement guidance is based on the assumption of a 1" ledge around the catch basin frame.

Specifications for Municipal Deployment of Catch Basin Insert Filters

Municipality of _____
State of _____

Contract Number _____

PART 1.00 SCOPE

1.1 General Description

This specification describes a post developed catch basin filtration device that treats for suspended solids, oils and grease, dissolved and particulate phosphorus, pathogens, and heavy metals and is installed in new or existing storm drain infrastructure that consist of drop, combo or curb only inlets that are round, square or rectangular in shape.

Municipal separate storm drains selected for treatment are those located in high traffic areas, municipal parking lots, public right of ways and environmentally sensitive areas draining to impaired open water bodies and are identified on the site location map located in Attachment A.

The size range of the existing grate type catch basins selected for retrofit are itemized in Attachment B. The final design size shall be verified and confirmed in the field by the Municipality and the selected vendor prior to acceptance of a purchase order and manufacturing/delivery of materials. Either the Municipality or vendor shall develop and furnish a worksheet similar to the one included in Attachment C to measure and certify the actual condition of the catch basins.

1.2 Submittals

The contractor and/or municipality shall be provided with engineering details or standardized top drawings of the catch basin filter device and, when specified, utilize these drawings for approval. Drawings shall be annotated to indicate overall physical dimensions (WXLXH), all materials to be used, all applicable standards for materials, and design assumptions.

PART 2.00 PRODUCTS

2.1 General Configuration:

This technology is a post developed stormwater treatment system. The StormBasin provides effective filtration of pollutants and debris typical of urban runoff, while utilizing the existing or new storm drain infrastructure. The StormBasin is designed to rest on the flanges of conventional catch basin frames and is engineered for most hydraulic and cold climate conditions.

The device shall provide for isolation of trapped pollutants, including debris, sediments, and floatable trash and hydrocarbons from bypass flow in order to minimize suspension during peak flows.

Water suspended pollutants such as oils and grease, pathogens, heavy metals and nutrients shall be treated by a radial downflow cartridge system that uses a filter medium designed to be non-leaching, non-biodegradable and safe for outdoor use.

2.2 Flow Capacity:

The cartridge specified shall effectively filter the water quality flow rates from a frequently occurring rainfall event and shall provide at least one mode of bypass. Under normal functioning conditions, a single cartridge shall be able to handle flow rates up to XX cfs (lps) at XX ft (m) of driving head as documented through hydraulic testing of a clean cartridge.

High flows that exceed the treatment capacity of the filter cartridge, either clean or during the normal course of service, must be able to escape through overflow ports that are provided at the top of the insert.

Performance Parameter	StormBasin Model XXXX
Cartridge Flow Rate, gpm/lps	
Primary Bypass Flow Rate, gpm/lps	
Secondary Bypass Flow Rate, gpm/lps	
Total Bypass Flow Rate, gpm/lps	

2.3 Performance Characteristics and Testing

The water quality insert device shall have been tested by the manufacturer in the field and the in laboratory in order to demonstrate pollutant removal efficiency at flow rates at or near the cartridges filtration capacity. Manufacturer may be required to submit test data to the Municipality or agency indicating the proposed device has been shown to achieve removal rates within the ranges specified in the table below.

Performance Parameter	Percent Removal Range
Sediment removal Based on U.S. Silica OK 110	at least 80 %
Hydrocarbons, Oils and Grease	at least 80 %
Total Phosphorus	40 to 60%
Nitrogen Compounds	30 to 50 %
Bacteria	50 to 70%
Heavy Metals	40 to 60%

2.3 Materials:

The support frame for the StormBasin shall be composed of Aluminum Alloy 6063-T6. Consideration may be given to alternate materials provided they have shown longevity of at least 5-years in cold climate environments exposed to freeze thaw cycles and winter deicing materials (road sand and salts). A complete list of material of construction and pertinent material properties are included in the table below.

StormBasin Item	Materials or Mechanical Properties
Basin Plastic	Polypropylene\polyethylene copolymer
Adjustable flange and deflector	Aluminum Allow 6063-T6
Splash guard	Neoprene Rubber
Corner Filler	Aluminum Alloy 5052-H32
Support Hardware	CRES 300 Series
Aluminum Allow 6063-T6	Yield Strength 40,000 PSI (275 MPa)
	Tensile Strength 45,000 PSI (310 MPa)
	Shear Strength 30,000 PSI (206 MPa)
Neoprene Splash Guard	Thickness 0.25 inches (6.4 mm)
	Temperature Rating -45 °F to 250 °F (-42.7 C to 121 °C)
	Durometer 80
Co-Polymer (Injection Molded)	Tensile Strength 3,200 PSI
	Heat Deflection Temperature @ 66 PSI (455 KPa): 175 °F (79.4 °C)
	Notched IZOD Impact Strength @ 73 °F (22.7 °C): No Break

2.4 Clearance

Recommended minimum clearance from bottom of cartridge to inside bottom of vault or resting water surface is 2 inches (50 mm).

2.5 Frame Adjustability

Typical frame adjustability range of 5 inches (127 mm) in each direction.

2.6 Delivery, Storage and Handling

All materials shall be protected during loading, transportation and unloading, in accordance with the manufacturer's recommendations.

2.7 Manufacturer

The manufacturer of said system shall have been regularly engaged in the engineering design and production of systems for physical treatment of stormwater runoff for a minimum of 8-years. The StormBasin shall be supplied by FABCO Industries, Inc., 66 Central Avenue, Farmingdale, NY 11735, phone 631.393.6024 or an approved Distributor/Representative of the product.

PART 3.00 INSTALLATION and MAINTENANCE

Installation procedures shall include removing the storm grate, cleaning the ledge of debris and solids, measuring catch basin clear opening and adjusting flanges to rest on grate support ledge. Install StormBasin so the adjustable flanges are resting on the grate support ledge. Install corner filler pieces. Reinstall storm grate directly on support flanges [rise shall be no more than 1/8 inch (3 mm)].

Maintenance: Typically the StormBasin is serviceable from the street level, and therefore maintenance does not require confined space entry into the catch basin structure. The unit is designed to be maintained in place with a vacuum hose attached to a sweeper or a vactor truck. The filter cartridges are also designed to easily be replaced from the street level. Use only FABCO replaceable parts.

END OF SECTION



Attachment 2

Pre-Bid Meeting Attendance List



STEPHENSON DESIGN GROUP

Project: TOWN Brook Pre-BID MEETING @ CITY OF QUINCY
Engineer: _____

Project #: 10-206
Date: 11/29/2011

<u>NAME</u>	<u>COMPANY</u>	<u>EMAIL</u>	<u>PHONE</u>
Neil Schwartz	WES Construction	nschwartz@wesconstructioncorp.com	781-294-1080
Jay Balboni	ET&L Corp	etlinfo@etlcorp.com	978-887-4353
Joe Pegurri	R+C D Inc	jpegurri@rcdinc.com	401-413-6516
Pietro Ciano	ALBANESE D&S, INC	BIDS@ALBANESEDS.COM	978-937-0909
Lou Mammolite	GTA Co., Inc	lou@gtaconcrete.com	(617) 719-2788
Tom Le	LM Heavy Civil	TLE@LMHEAVY-CIVIL.COM	(978) 589-1642
Brian Mackenzie	Sealand Enviro	brian@sealand-enviro.com	413-540-1405
Alex S. Will	AA Will Corp	Estimating@AAWill.com	781-341-4800
DICK ZOPPO	ZOPPO CORP	Ltremelling.com	781-344-8802
Pete McKenney	Godwin Pumps	pete.mckenney@godwinpumps.com	800-625-3960
Joe Pacella	RJV Const	joe@rjvconstruction.com	781-821-1469
STEVE COMOLETTI	P. CALIACCO CORP.	S.COMOLETTI@CALIACCO.COM	781-340-0400

END OF LIST



Attachment 3

MBE/WBE Policies, Certificates & Forms

- Section 00310 – Requirements for Minority/Women Business Enterprise
- Schedule of Participation-Minority And Women Business Enterprise
- Letter of Intent-Minority Business Enterprise
- Letter of Intent-Women’s Business Enterprise
- Request For Waiver-Minority And Women Business Enterprise Participation
- Certificate of Work Start-Up By Minority/Women Businesss Enterprise
- Quarterly Mbe/Wbe Activity Report
- Minority Business Enterprise/Women's Business Enterprise Contract Completion Verification

SECTION 00310 REQUIREMENTS FOR MINORITY/WOMEN BUSINESS ENTERPRISE

- I. In this contract, the percentage of business activity to be performed by Minority/Women Business Enterprise(s) shall not be less than the following percentages of the total contract price, or the percentage submitted by the contractor in the Schedule of Participation, whichever is greater.

Minority Contractors 10 %

Women Contractors 5 %

II. DEFINITIONS

For the purpose of these provisions, the following terms are defined as follows:

- A. Agency:** The City of Quincy.
- B. Bidder:** Any individual, partnership, joint venture, corporation, or firm submitting a price, directly or through an authorized representative, for the purpose of performing construction related activities under a contract.
- C. Certificate of Work Start-Up:** A letter to be signed by a principal contractor prior to performance of work by Minority and Women Business Enterprises under a Contract (See attached form EEO-390).
- D. Compliance Unit:** A subdivision of the Agency's Affirmative Action Office designated to ensure compliance under these provisions.
- E. Contract Compliance Officer:** The person(s) designated by the Agency to assist and make recommendations with respect to compliance with the provisions of this document.
- F. Contractors:** Any business that contracts or subcontracts for construction, demolition, renovation, survey, or maintenance work in the various classifications customarily used in work and that is acting in this capacity under the subject contract.
- G. Construction Related Services:** Those services performed at the work site ancillary to, and/or in support of, the construction work, such as hauling, trucking, equipment operation, surveying or other technical services, etc. For the purposes hereof, supply and delivery of materials (e.g. pre-cast concrete elements) to the site by a supplier who has manufactured those goods, or substantially altered them before re-sale shall be considered as "construction related services".

Construction Work: The activities at the work site, or labor and use of materials in the performance of constructing, reconstructing, erecting, demolishing, altering, installing, disassembling, excavating, etc., all or part of the work required by the Contract Documents.

- H. Equipment Rental Firm:** A firm that owns equipment and assumes actual and contractual responsibility for renting said equipment to perform a useful function of the work of the contract consistent with normal industry practice.
- I. Grantee:** An agency, person or political subdivision which has been awarded or received financial assistance by the Trust or the Agency.
- K. Joint Venture:** An agreement between SOMWBA certified M/WBE and a non-minority or non-woman, controlled enterprise.
1. A pairing of companies will be considered a MBE or WBE joint venture if the SOMWBA certified M/WBE, which is part of the relationship has more than 51% of the profits that are derived from that project.
 2. A joint venture between a certified M/WBE, subcontractor and a non-M/WBE subcontractor, in which the M/WBE for that proportion joint venture's contract equal to the M/WBE participation in the joint venture.
 3. Whenever a general bid is filed by a joint venture with a certified M/WBE participant in the joint venture that does not exercise more than 51% control over management and profits, that joint venture shall be entitled to credit as a M/WBE for that portion of the joint venture's contract equal to the M/WBE participation in the joint venture Minority. As deemed by SOMWBA.
- L. Letter of Intent:** Certified document signed by the principal(s) of the Minority or Women Business Enterprise with respect to the work to be performed under the contract.
- M. Local Government Unit:** A City, Town, or municipal district which applies for a loan or grant from a State or Federal Agency.
- N. Material Supplier:** A vendor certified by SOMWBA as a M/WBE in sales to supply industry from an established place of business or source of supply, and that vendor.
1. Manufacturers goods from raw materials, or substantially utilizes them in the work, or substantially alters them before resale, entitling the general

contractor to M/WBE credit for 100% of the purchase order.

2. Provides and maintains a storage facility for materials utilized in the work, entitling the general contractor to M/WBE credit for 100% of the purchase order.

O. M/WBE Quarterly Activity Report: A letter to be signed by a principal contractor with respect to certain work performed by Minority and Women Business Enterprises under a Contract (See Attached Form EEO-290).

P. Minority and Women Business Enterprise (M/WBE): Any business concern certified by SOMWBA as a bona fide M/WBE. A bona fide M/WBE is a business whose minority group or women ownership interests are real, which have at least 51% ownership and control over management and operations.

Q. Percent of Total Price: Is the percentage to be paid to the M/WBE, work they perform, as compared to the total bid price.

R. SOMWBA: The State Office of Minority and Women Business Assistance.

S. Total Contract Price: The total amount of compensation to be paid for all materials, work or services rendered in the performance of the contract.

III. REQUIREMENTS FOR CONTRACT AWARD

- A. As part of the contract bid documents, the contractor shall submit a schedule with accompanying letters of intent on the appropriate forms (see forms EEO-190 and EEO 191). The letter of intent shall include, among other things, a reasonable description of the work the M/WBE is proposing to perform and the prices the M/WBE proposes to charge for the work.

A letter of intent shall be jointly signed by the M/WBE and the primary contractor who proposes to use them in the performance of the Contract. The schedule shall list the M/WBEs with whom the contractor intends to subcontract and state the total price to be paid to each M/WBE as taken from each letter for intent submitted under this subsection.

- B. As part of the bid proposal, the bidder shall submit a **Schedule of Participation** on the form attached and shall list those M/WBEs the contractor intends to use in fulfilling the contract obligations, the nature of the work to be performed by each M/WBE subcontractor and the total price they are to be paid.

1. A listing of bona fide service such as a professional, technical, consultant or

managerial services, assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the Contract and reasonable fees or commissions charged.

2. A listing of haulers, truckers, or delivery services, not the contractors, including reasonable fees for delivery of said materials or supplies to be included on the project.

- C. As part of the contract bid documents, the contractor shall submit the SOMWBA "Minority and Women Certification" as prepared by each M/WBE.

IV. REQUIREMENTS FOR MODIFICATION OR WAIVERS

The bidder shall make every possible effort to meet the minimum requirements of M/WBE participation. If the percentage goals of M/WBE participation submitted by the bidder on its Schedule of Participation (EEO-190) does not meet the minimum requirements, the bid may be rejected and/or found not to be eligible for award of the contract, unless the bidder is granted a waiver pursuant to this section.

In the event that a bidder is unable to meet the minimum M/WBE percentage goals, the bidder may submit a Request for Waiver (EEO-490). The Agency in conjunction with the project manager, Affirmative Action and Compliance Unit, will make an assessment of the bidder's application for a waiver.

Within five (5) working days following the bid opening, the bidder must submit by registered mail to the Agency detailed information as specified below to establish that they have made a good faith effort to comply with the percentage goals specified in EEO-190. In addition, the bidder must show that such efforts were undertaken will in advance of the time set for the opening of the bids to allow adequate response. If the information and documentation demonstrates that despite such efforts the bidder was/is unable to meet the M/WBE participation requirements, a waiver request may be submitted which provides the following:

- A. A detailed record of the effort made to contract and negotiates with minority and/or women businesses, including:
 1. Names, addresses and telephone numbers of all such companies contacted;
 2. Copies of written notice(s) which were sent to M/WBE potential subcontractors, prior to bid opening;
 3. A detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and

4. In the case(s) where a negotiated price could not be reached, the bidder should detail what efforts were made to reach an agreement on a competitive price;
 5. Copies of advertisement, dated not less than ten days prior to bid opening date, as appearing in general publications, trade oriented publications, and applicable minority/women-focuses media detailing the opportunities for participation.
- B. The Agency may require the bidder to produce such additional information as it deems appropriate.
- C. No later than fifteen (15) days after submission of all required information and documentation, a decision as to whether a waiver will be granted will be made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based will be set forth in writing. A bidder, who is dissatisfied with the decision, may appeal that decision.
- D. If it is determined that one or more of the M/WBE contractors submitted by the bidder on form EEO-190 is not SOMWBA certified, the bidder shall have ten (10) working days, following notification to either find a certified M/WBE to perform work equal to or greater than that of the uncertified contractor or to submit a required for waiver pursuant to this section.

V. M/WBE PARTICIPATION

A. Reporting Requirements

1. The contractor is required to submit Quarterly M/WBE Activity Report within ten (10) days following the reporting period. These reports shall include all minority and women businesses performing work on the project during the reporting period (See Attached Form EEO-290). For auditing and accounting purposes, the General Contractor periodically may be required to submit copies of canceled checks verifying that payment have been made to the M/WBE as listed on the schedule.
2. The contractor is required to submit a completed **Certificate of Work Start-Up** by Minority and Women Business Enterprise within ten (10) days of work start-up for each M/WBE identified in the "Schedule of Participation of MBEs and WBEs or working on the contract activity. The form must be signed by both the contractor and the M/WBE prior to submittal to the Agency. (See attached Form EEO-390).
3. The contractor shall not perform any work designated for the named M/WBE on the Schedule submitted under Part I hereof, with it's own organization or subcontractor(s) or any other contractor, without the prior written approval of the Agency.
4. During the life of the contract, the contractor's fulfillment of the percentage

requirements in Part I shall be determined with reference to the contract price as follows:

- a. If the price in the contract executed exceeds the base bid price (e.g. because an alternate was selected or because unit prices were used in awarding the contract), the contractor shall submit for approval by the agency a revised Schedule of Participation by MBEs and WBEs satisfying the percentage requirements and such other information concerning additional M/WBE participation as may be requested by the Agency.
- b. If the contract price increases after execution due to change orders or other adjustments, the Agency may require the contractor to subcontract additional work to or to purchase additional goods and services from MBEs and WBEs up to the percentages stated in Part I.

VI. COMPLIANCE

- A. If the Schedule or any of the Letters of Intent are materially incomplete, the Local Government Unit may rescind its vote of award; treat the bid informal as to substance and reject the bid. If the bid is incomplete in any other respect than the Schedule, the Local government Unit, with the approval of the Agency may waive the informalities upon satisfactory completion of the required information by the Contractor and the M/WBE, as applicable.
- B. If the Local Government Unit finds that the percentage of M/WBE participation submitted by the contractor on its Schedule does not meet the requirements in Part I, it may rescind its vote of award and find such contractor not to be eligible for award of the contract.
- C. The contractor shall not perform with its own organization, or subcontract to any other primary or subcontractor any works designated for the names M/WBEs on the schedule submitted by the prime contractor under Part III without the approval of the Agency.
- D. A contractor's compliance with the percentage requirements in Part I shall continue to be determined by reference to the required percentage of the total contract price as stated in Section I, even though the total of actual contract payments may be greater or less than the bid price.
- E. If the general contractor, for reasons beyond its control, cannot comply with Part III, in accordance with the Schedule submitted under Part III, section B, the contractor must submit to the Compliance Unit as soon as they are aware of the deficiency, the reason for its inability to comply.

Proposed revisions to the Schedule stating how the contractor intends to meet its obligations

under these conditions must be submitted within ten (10) working days of notification.

- F. Any change or substitution of the officers or stockholders in an M/WBE organization that reduces the ownership or control to fewer than 51% by minority person(s)/Women or less than the requisite percentage shall be grounds for immediate rescission of the M/WBE status. Contractor's compliance with this special provision obligation will be considered terminated immediately upon notification that the M/WBE designation has been rescinded, and the Contractor shall proceed by notifying SOMWBA and the Compliance Unit as stated above in subsection (C).
- G. If an M/WBE listed by the general bidder in its Schedule of M/WBE contractors fails to obtain a performance or payment bond requested by the general bidder, said failure shall not entitle the bidder to avoid the requirements of Part III (A). After a general bidder has been awarded to contract, he shall not change the M/WBE listed in its Schedule at the time of award or make any other such substitution without the written approval of the Agency.
- H. The contractor and the M/WBEs shall comply with all reporting requirements of the Compliance Unit to demonstrate ongoing compliance with the Schedule of Participation and the Letters of Intent.

VII. EQUAL EMPLOYMENT OPPORTUNITY FOR THE HANDICAPPED

The contractor shall comply with the provisions of the Executive Order No. 143 entitled "Equal Employment Opportunity for the Handicapped" which is herein incorporated by reference and made a part of this contract. In connection with the performance of work under this contract, the contractor, sub-contractors and suppliers of goods and services must give written notice of their commitments under this Article to any Labor Union, association or brotherhood with which they have a collective bargaining contract or other agreement. A copy of such notice must be furnished to the Grantee at the time of signing of the contract.

VIII SANCTIONS

- A. If the contractor does not comply with the terms of these Special Provision, the Awarding Authority may (1) suspend any payment for the work that should have been performed by a M/WBE pursuant to the schedule, or (2) require specific conformance of the contractor's obligations by requiring the contractor to subcontract with a M/WBE for any contract or specialty item at the contract price established for that item in the proposal submitted by the Contractor.
- B. To the extent that the contractor has not complied with the terms of these Special Provisions, the Awarding Authority may retain in connection with Estimates and Payments an amount determined by multiplying the bid price of this contract by the percentage in Section I, less the amounts paid to M/WBEs for work performed under the contract and any payments

already suspended under VIII A.

- C. In addition or as an alternative, to the remedies under VIII-A and B, the Awarding Authority may suspend, terminate or cancel this contract, in whole or in part, or may call upon the contractor's surety to perform all terms and conditions in the contract, unless the contractor is able to demonstrate his compliance with the terms of these Special Provision, and further deny to the contractor, the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.
- D. In any proceeding involving the imposition of sanctions by the Awarding Authority, no sanctions shall be imposed if the Awarding Authority finds that the contractor has taken every possible measure to comply with these

Special Provisions or that some other justifiable reason exists for waiving these Special Provisions in whole or in part.

- E. The contract shall provide such information as is necessary in the judgement of the Awarding Authority to ascertain its compliance with the terms of these Special Provisions.

IX. HEARINGS AND APPEALS

- A. No sanctions under Section VIII shall be imposed by the Awarding Authority except in an adjudicatory proceeding under Chapter 30A of the Mass. General Laws.
- B. A contractor shall have the right to request suspension of any sanctions imposed under Section VIII upon demonstrating that he is in compliance with these Special Provisions.

**SCHEDULE OF PARTICIPATION
MINORITY AND WOMEN BUSINESS ENTERPRISE**

ITEM I - Minority Business Enterprise Participation in the Works

Name and Address of MBE	Nature of Participation	Dollar Value of Participation
-------------------------	-------------------------	-------------------------------

1. _____

2. _____

Total MBE Commitment: _____

Percentage MBE Participation (Total Commitment)
(Total Bid Price) = _____

ITEM II - Women's Business Enterprise Participation in the Works

Name and Address of WBE	Nature of Participation	Dollar Value of Participation
-------------------------	-------------------------	-------------------------------

1. _____

2. _____

Total WBE Commitment: _____

Percentage WBE Participation (Total Commitment)
(Total Bid Price) = _____

The bidder agrees to furnish implementation reports as required by the Awarding Authority to indicate the M/WBE which it has used or intends to use. Breach of this commitment constitutes a breach of contract.

Name of General Bidder: _____

Date: _____ By: _____

(Signature)

Note: Participation of a minority-owned or women-owned enterprise may be counted in only one category; the same participation cannot be used in computing the percentage of the Minority Participation and again of Women Participation.

THIS FORM MUST BE SUBMITTED WITH THE BID.

EEO-190

LETTER OF INTENT - MINORITY BUSINESS ENTERPRISE

This form is to be completed by the MBE and must be submitted by the General Contractor as part of the bid proposal. A separate form must be completed for each MBE and WBE involved in the project.

Project Title: _____ **Project Location:** _____

TO: _____
(Name of Bidder)

FROM: _____
(Name of MBE)

I/We intend to perform work in connection with the above project as:

[] an individual [] a partnership
[] a corporation [] a joint venture with _____
[] other (explain): _____

It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

MBE Participation

Description of Activity	Project Date Commencement	\$ Amount	% of Bid Price
-------------------------	------------------------------	-----------	----------------

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project.

BIDDER

MBE

(Authorized Signature) DATE

(Authorized Signature) DATE

ADDRESS: _____

ADDRESS: _____

PHONE: () _____

PHONE: () _____

******Copy of SOMWBA Certification Letter Must Be Attached and Submitted with Bid.**

LETTER OF INTENT – WOMEN’S BUSINESS ENTERPRISE

This form is to be completed by the WBE and must be submitted by the General Contractor as part of the bid proposal. A separate form must be completed for each MBE and WBE involved in the project.

Project Title: _____ **Project Location:** _____

TO: _____
(Name of Bidder)

FROM: _____
(Name of WBE)

I/We intend to perform work in connection with the above project as:

- [] an individual [] a partnership
[] a corporation [] a joint venture with _____.
[] other (explain): _____.

It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

WBE Participation

Description of Activity	Project Date Commencement	\$ Amount	% of Bid Price
-------------------------	------------------------------	-----------	----------------

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project.

BIDDER

WBE

(Authorized Signature) DATE

(Authorized Signature) DATE

ADDRESS: _____

ADDRESS: _____

PHONE: () _____

PHONE: () _____

*****Copy of SOMWBA Certification Letter Must Be Attached and Submitted with Bid.**

**REQUEST FOR WAIVER
MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION**

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for MBE/WBE participation, the Contractor may seek relief from these requirements by filing this form (completed) **NO LATER THAN FIVE (5) WORKING DAYS** following the bid opening. Failure to comply with this process shall be cause to reject the bidder, thereby rendering the contractor not eligible for award of the contract.

General Information

Project Title: _____ Project location: _____

Bid Opening (time/date): _____ Location: _____

Bidder: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: () _____ Ext. _____

Minimum Requirements

The contractor must show that good faith efforts were undertaken to comply with the percentage goals as specified. The bidder seeking relief must show that such efforts were taken appropriately in advance of the time set for opening bid proposals to allow adequate time for response(s) by submitting the following:

- A. A detailed record of the effort made to contact and negotiate with minority and/or woman owned businesses, including:
1. Names, addresses and telephone numbers of all such operations contacted:
 2. copies of written notice(s) which were sent to MBE/WBE potential subcontractors prior to bid opening;
 3. copies of advertisements prior to bid opening as appearing in general publications, trade-oriented publications, and applicable minority/women focus media detailing the opportunities for participation;
 4. a detailed statement as to why each subcontractor contacted (I) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and
 5. in the case(s) where a negotiated price could not be reached, the bidder should detail what efforts were made to reach an agreement on a competitive price.
- B. The Agency may require the contractor to produce such additional information as it deems appropriate and may obtain whatever other information it deems necessary to reach a conclusion from any source.

- C. No later than fifteen (15) days after receipt of all necessary information and documentation, a decision will be made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based will be set forth. A contractor who is dissatisfied with the decision may then appeal that decision to the EOE.

Special Note:

If it is determined that one or more of the MBE/WBE contractors, as submitted by the contractor on form EEO-190, is not SOMWBA certified by the Local Government Unit in accordance with the provision of Executive Order 237, the bidder shall have ten (10) working days, following notification to either find a certified MBE/WBE contractor to perform work equal to or greater than that of the uncertified contractor or submit a waiver request.

CERTIFICATION

The undersigned herewith certifies that the above information and appropriate attachments are true and accurate to the best of my ability and that I have been authorized to act on behalf of the bidder in this matter.

(Authorized Signature)

(DATE)

EEO-490

**CERTIFICATE OF WORK START-UP
BY MINORITY/WOMEN BUSINESS ENTERPRISE**

This form is to be submitted to the Project Administrator and the MBE Compliance Coordinator within ten (10) days after commencing work by the MBE or WBE. A separate form must be filed for each MBE/WBE involved in the project. Be sure to indicate whether this form is being filed in accordance with the original or a revised schedule of participation.

Contract # _____ Date: _____, 20____.

Contract Title: _____ Project Location: _____.

General Contractor: _____.

Subcontractor: _____.

(Please indicate MBE or WBE)

DESCRIPTION OF MBE/WBE WORK (LETTER OF INTENT)

Description of Activity and Total Participation*

MBE/WBE Work to Commence on _____ MBE/WBE Amount: \$ _____.

Original Schedule OR Revised Schedule, dated _____.

If the work start up date or description of activity are different from that listed on the Letter of Intent or Contract, please explain: (if more space is needed continue on back of sheet).

I hereby certify that all work listed in the Contract/Letter of Intent (or approved changes thereto as explained above) will/have commence(d) on

_____, 20____ and that the above amount of these services is the true amount.

General Contractor

Sub-Contractor

(Authorized Original Signature) Date

(Authorized Original Signature) Date

Title: _____

Title: _____

Address: _____

Address: _____

Tel.#:(_____) _____

Tel.#:(_____) _____

INDICATE STATUS MBE OR WBE

*Attach a copy of the Letter of Intent.

QUARTERLY MBE/WBE ACTIVITY REPORT

REPORTING PERIOD

Contract Title: _____ Project Location: _____

General Contractor: _____

Contact Person: _____ Tel.#:(_____) _____

Subcontractor: _____
(Please indicated [] MBE or [] WBE)

Contact Person: _____ Tel.#:(_____) _____

Compliance Manager (City/Town project location): _____

Address: _____ Tel.#:(_____) _____

CONTRACT BILLING THIS QUARTER

Amount Billed by General Contractor during Quarter: \$ _____

Amount Billed by [] MBE or [] WBE during Quarter: \$ _____

CONTRACT BILLING TO DATE

Total Amount Billed by General Contractor to Date: \$ _____

Total Amount Billed by the [] MBE or [] WBE to Date \$ _____

PAYMENT INFORMATION

Total payments made to [] MBE or [] WBE during Quarter \$ _____

Total payments made to [] MBE or [] WBE to Date: \$ _____

Discuss any problems, adjustments or major milestones encountered during the reporting period (if more space is needed, use the back of the sheet):

CITY/TOWN COMPLIANCE MANAGER

GENERAL CONTRACTOR

(Authorized Original Signature) Date

(Authorized Original Signature)

Tel.# (_____) _____ Tel.(_____) _____

Separate form must be filed for each MBE and WBE involved in the project. Submit copies of canceled checks to the MBE/WBE with this report.



Attachment 4

Typical Rain Garden Detail

Rain Garden with Subdrain - Implemented in Open Space Areas

N.T.S.

Notes:

1. INSTALL UNDERDRAINS AT 10 FEET ON CENTER. CONNECT TO DRAINS PER PLAN.
2. SIDE SLOPES SHALL BE 3:1 MAX. 2% MIN

