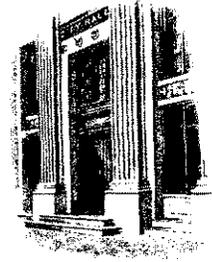




Thomas P. Koch
Mayor

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



Kathryn R. Hobin
Purchasing Agent
Phone: (617) 376-1060
Fax: (617) 376-1074
TTY/TDD (617) 376-1375

INVITATION TO BID

**NORTH QUINCY LIBRARY
SITE IMPROVEMENTS**

THE CITY OF QUINCY

This bid contains PDF files, DO NOT alter or change any part of these pages, doing so will deem your bid invalid.

There will be a non-mandatory site walk through on March 31, 2010 at 11:00 a.m. at the North Quincy Library.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: khobin@quincyma.gov and cc to ktrillcott@quincyma.gov

Questions will be accepted until March 31, 2010 at 11:00 a.m.

The Purchasing Department is requesting that if you have printed out a copy of this bid, please send a confirming email, so that we maybe able to keep track of a plan holders list to send out addenda notices via email addresses.

If you have downloaded and/or printed out this bid from either the City of Quincy Website or through an email it is your responsibility to check for addenda (at www.quincyma.gov) before you turn in your proposal. The City of Quincy will not be responsible for any bids received omitting addenda acknowledgement.

The Purchasing Department:

Kathryn R. Hobin
Purchasing Agent
khobin@quincyma.gov

Kim R. Trillcott
Assistant Contract Supervisor
ktrillcott@quincyma.gov

Meredith A. Marini
Assistant Contract Coordinator
mmarini@quincyma.gov



CITY OF QUINCY, MASSACHUSETTS
Department of Public Works

Thomas P. Koch
Mayor

Dennis Harrington
Planning Director

INVITATION TO BID

The Department of Planning for the City of Quincy, Massachusetts is seeking sealed bids for **North Quincy Library Site Improvement** until 11:30 a.m. local time **Thursday, April 08, 2010**, in the offices of the Purchasing Agent, 1305 Hancock St., Quincy, Massachusetts 02169, at which time and place all bids will be publicly opened and read aloud.

All work under this contract is located in the City of Quincy, Massachusetts. The purpose of the work is to improve the North Quincy Library, 381 Hancock Street Quincy, MA to provide demolition, excavation, filling, realignment of curbs, handicap walkway, benches, bollards, asphalt overlay, parking lot lines, relocated handicap parking spaces, plantings and lawn. There will be a non-mandatory site walk through on March 31, 2010 at 11:00 a.m. at the North Quincy Library.

All work under this contract shall be completed within thirty (30) calendar days.

Bidders requesting contract documents by mail may call with their "Federal Express" or "UPS" account number. The contract documents may be obtained during the business hours of 8:30 a.m. to 4:30 p.m. at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock St. Quincy, MA 02169. Specifications will be available March 24, 2010.

Each bid shall be accompanied by a bid security in the amount of five percent (5%) of the total value of the bid in the form of a bid bond or certified/treasurer's check.

This project is being funded through provisions governing the Community Development Block Grant (CDBG) Program.

The bidding and award of this contract shall be in full compliance with Massachusetts General Laws, Chapter 30, Section 39M, as last revised. All Federal, State and City of Quincy regulations in relation to Minority Business Enterprise, Women's Business Enterprise, Minority Work Force, Equal Employment Opportunity, Employment of Quincy Residents and subject to the minimum wage rates set under the Massachusetts Prevailing Wage Law Chapter 149, §26. The City reserves the right to waive any informality in or to reject any or all bids when such an action is deemed in the best interests of the City.

Non-responsive and/or unbalanced bids may be rejected.

Thomas P. Koch
Mayor

Lawrence J. Prendeville
Commissioner of Public Works

Advertise

Req. No.

The Quincy Sun
The Central Register

March 25, 2010
March 24, 2010

S040810



CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
1305 HANCOCK STREET, QUINCY, MA 02169

DETAILED SPECIFICATIONS AND REQUIREMENTS

Issue Date: MARCH 24, 2010
Bid Call: APRIL 8, 2010 @ 11:30 A.M.
Department: PLANNING DEPARTMENT
Subject: NORTH QUINCY LIBRARY-SITE IMPROVEMENTS

- 1. Certified check or 5% bid bond is required. (Paragraph 1, line 09-17)
2. A 100% Performance and 100% Payment Bond is required (Paragraph 1, line 24-29)
3. Quantities. (Paragraph 4, line 51-52)
4. Samples must be supplied when requested. (Paragraph 6, line 10-15)
5. Be sure PROPOSAL SHEET 5 OF 5 IS SIGNED AND COMPLETED. If not the bid may not be accepted.
6. DO NOT SEPARATE ANY SHEET FROM THIS BID CALL.
7. All prices are to include delivery F.O.B. destination unless noted otherwise.
8. Wherever a manufacturer's name or model number is specified, it is to be clearly understood that the words "OR APPROVED EQUAL" follow.
9. All vendors must acknowledge in writing receipt of any addenda.
10. Every bid delivered must contain one original and at one copy.

* TO THE EXTENT APPLICABLE THE FOLLOWING SECTIONS OF MASSACHUSETTS GENERAL LAWS ARE INCORPORATED HEREIN BY REFERENCE:

M.G.L. CHAPTERS 30B, CHAPTER 149, CHAPTER 30, SECTIONS 39A, 39B AND 39F-R.
M.G.L. AND CHAPTER 149, AS AMENDED

In the event of any inconsistency between the bid, Information for Bidders, Bid Forms, Conditions or any other Contract Document or potential Contract Document and these statutes; or any other applicable statutes, by-laws or regulations existing on the date on which the bid is submitted, then the statute, by-laws or regulations shall govern. Such inconsistency shall not be grounds for invalidating this invitation to bid.

NOTICE TO BIDDERS

The successful bidder will be required to conform to the payment of Prevailing Wage Rates, as determined by the Commissioner of Labor & Industries under the provision of M.G.L., Chap. 149, Sect. 26 to 27D as amended.

LIABILITY, PROPERTY DAMAGE and WORKERS' COMPENSATION coverage is required of the successful bidder before any work can be started.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: khobin@quincyma.gov and cc to ktrillcott@quincyma.gov Questions will be accepted until March 31, 2010 at 11:00 a.m.

DATE: _____

SPECS: NORTH QUINCY LIBRARY-SITE IMPROVEMENTS

BIDDER: _____

ADDRESS: _____

PHONE/FAX/EMAIL: _____

INSTRUCTIONS TO BIDDERS

ARTICLE 1 PROJECT IDENTIFICATION

- 1.1 Owner: City of Quincy, Massachusetts
- 1.2 Awarding Authority: Kathryn R. Hobin
Purchasing Agent
1305 Hancock St., Quincy, MA 02169
- 1.3 Project Name:
- 1.4 Funding: a. The City of Quincy
b. Commonwealth of Massachusetts

Funds for all work included under this contract have not been authorized, as yet. Consequently, all and/or any portion of the work may be deleted or postponed indefinitely. All work done pursuant to this bid shall be subject to funding provided by any public agency, as applicable, and authorization by the Mayor and the City Council.

1.5 The following Documents are required to be submitted with the Bids. Failure to comply with these requirements may render the Bid non-responsive and thus be disqualified.

- a. Bid Forms (all original signatures) (Section 00410).
- b. Bid Bond (Section 00411).
- c. MBE/WBE Requirements (Section 00450 - Schedule of Part. & Letters of Intent, SOMWBA Certifications for each Letter of Intent must be included).
- d. Affidavits and certifications (Section 0041).

ARTICLE 2 QUALIFICATIONS OF BIDDERS

2.1 Bidders may be investigated by the City to determine if they are qualified to perform the work. Bidders shall submit within five (5) calendar days of the City's or Engineer's request, written evidence of such information and data necessary to make this determination.

2.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the project jurisdiction, has had previous experience and whether available equipment and financial resources are adequate to assure the City that the work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is already committed may also be considered.

2.3 The City reserves the right to reject any Bid if the evidence submitted by, or the investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and the work included in the Contract Documents.

ARTICLE 3 COPIES OF CONTRACT DOCUMENTS

3.1 Complete sets of Contract Documents shall be used in preparing Bids; neither the City nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

3.2 The City and the Engineer in making copies of Contract Documents available do so only for the purpose of obtaining bids on the Work and do not confer a license or grant permission for any other use.

ARTICLE 4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the requirements of the Contract Documents.

4.2 All information given in the Drawings and the other Contract Documents relating to sub-surface and other conditions, natural phenomena, existing utilities, pipelines, other structures, etc. is from the best sources available to the City. All such information is furnished only for the information and convenience of the Bidders and is not guaranteed.

4.3 Before submitting the Bid, each Bidder may, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine the accuracy of his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.4 On request, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder may deem necessary for submission of the Bid.

4.5 The lands upon which the work is to be performed and rights-of-way for access thereto are identified on the Drawings.

4.6 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 5 INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents must be received in writing by the City of Quincy Purchasing Department, 1305 Hancock St., Quincy, MA 02169, at least ten (10) days prior to the Bid Opening Date, as set forth in the Invitation to Bid.

5.2 Written clarifications or interpretations will be issued through Addenda. No addenda, except via FAX transmission or overnight delivery, will be issued any later than five (5) calendar days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via certified mail, with return receipt requested, to all parties recorded to have received the Contract Documents.

5.3 Each Bidder shall be responsible for determining all Addenda issued have been received and incorporated into the Bid.

5.4 **A BID WHICH INCLUDES, FOR ANY ITEM, A BID PRICE THAT IS ABNORMALLY HIGH OR LOW, MAY BE REJECTED AS AN UNBALANCED BID.**

5.5 The quantities in the Bid Form are being set forth as a basis for the comparison of bids only and the actual amount of work may not correspond therewith.

5.6 The City reserves the right to delete all or any portion of the work or add new work or to decrease or increase the scope of any item of the work to be done under this Contract either prior to executing the Contract or at any time during the life of the Contract. Exercise by the City of the above rights shall not constitute any grounds or basis of claims for damages or for a loss of anticipated profits.

Also, an increase or a decrease of quantity for any bid item (regardless of its magnitude) shall not be regarded as a grounds or basis for any increase or decrease in the Contract unit prices, nor in the time allowed for the completion of the work except as provided for in the Contract.

ARTICLE 6 PRE-BID CONFERENCE: Refer to Section 00100 - Invitation to Bid.

ARTICLE 7 BID SECURITY

7.1 Each bid must be accompanied by a bid bond, in cash or certified check or a treasurer's/cashiers check issued by a bona fide bank or trust company, payable to the City of Quincy. The Bid Security shall be in the amount of five percent (5%) of the Total Bid Price. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid. All Bid Securities except those of the three lowest responsible and eligible bidders will be returned within ten calendar days after the opening of bids. All Bid securities will be returned on the execution of the Agreement, or if no award is made, within sixty calendar days after the actual Bid Opening Date, unless the bid security is forfeited under the conditions stipulated herein.

7.2 In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds within the time specified, the City may determine that the bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance thereof shall be null and void, and the Bid Security accompanying the Bid Form shall be forfeited to the City as liquidated damages for such failure or neglect and to indemnify the said City for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds aforesaid, provided that the amount forfeited to the City shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible Bidder and provided further that, in case of death, disability or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned. After execution of the Agreement and acceptance of bonds by the City, the Bid Security accompanying the Bid Form of the Successful Bidder will be returned.

ARTICLE 8 PERFORMANCE, PAYMENT AND OTHER BONDS

8.1 Performance, Payment and other required bonds and project Insurance Certificates shall be provided in accordance with Article 5 of the General Conditions of the Contract.

8.2 All Bonds required, as Contract Security shall be furnished prior to the execution of the Agreement.

ARTICLE 9 BID FORMS

9.1 Each Bid shall be submitted on the Bid Form included in this Project Manual. All blank spaces for Bid prices must be filled in with unit or lump sum prices for each of the items for which the bid is requested.

9.2 Bid Forms shall be completed in ink or be typewritten. The Bid price of each item on the form shall be stated in words, and figures. Discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words.

Discrepancies between the indicated sum of any column of figures and correct sum thereof shall be resolved in favor of the correct arithmetic sum, based on words.

9.3 Bids by corporations shall be executed in the corporation name, by the Chief Executive Officer (or other corporate officer). The bid must be accompanied by evidence of authority to sign the bid and the corporate seal shall be affixed and attested to by the secretary. The corporate address and state of incorporation shall be shown below the signature.

9.4 Bids by partnership shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.

9.5 All names shall be typed or printed below the signature.

9.6 The Bid shall confirm the receipt of all Addenda. Actual number of Addenda received shall be filled in on the Bid Form.

9.7 The address, telephone number of the person to whom communications regarding the Bid are to be directed shall be shown.

9.8 Bids shall be submitted (original signatures) in a sealed opaque envelope bearing on the outside the Bidder's name, address, and the Project Title for which the Bid is submitted. If forwarded by mail, the Bid shall be enclosed in a sealed envelope with the notation "**BID ENCLOSED**" on the face and address as above. The Bid Security shall be submitted in a separate envelope from the Bid and attached to the sealed envelope containing the bid.

ARTICLE 10 RECEIPT OF BIDS

10.1 Sealed bids for the work under this Contract will be received at the time and place indicated in the Invitation to Bid.

10.2 The City may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.

10.3 Bidders are cautioned that it is the responsibility of each individual Bidder to insure that the bid is in the possession of the responsible official or a designated alternate prior to the stated time and at the place of the Bid Opening. The City is not responsible for bids delayed by mail and/or other forms of delivery.

ARTICLE 11 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 Bids may be modified only by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

11.2 Bids may be withdrawn prior to the scheduled Bid Opening time or the authorized postponement thereof.

11.3 Bids, once officially opened, cannot be withdrawn and shall remain open for a period of sixty (60) calendar days from the date of the opening. The City, at its sole discretion, may release any bid and return the Bid Security prior to that date.

ARTICLE 12 AWARD OF CONTRACT

12.1 The Contract will be awarded to the lowest responsible and eligible bidder (Successful Bidder). Such a Bidder shall possess the skill, ability, job-related prior work experience, and integrity necessary for the faithful performance of the work and the bid, apart from being complete and responsive, is the lowest in price of all the bids opened.

12.2 The City reserves the right to reject any and all Bids, to waive any and all informalities, if it is in the City's best interest to do so, and the right to disregard all nonconforming, non-responsive, unbalanced and conditional Bids.

12.3 The City also reserves the right to reject the Bid of any Bidder who is considered to be unqualified in accordance with Article 2, above.

12.4 If the Contract is to be awarded, the City will give the Successful Bidder a Notice of Award within sixty (60) calendar days after the actual Bid Opening Date. The Notice of Award will have to be formally acknowledged and accepted by the Bidder within the time period stipulated herein.

12.5 The acceptance of the above Notice of Award shall be accompanied by a complete list of sub-contractors (specialty, suppliers, and sub-consultants, etc.) selected by the Bidder to work on the project. The list shall contain information on the percentage of total work (material, labor, equipment and services) allocated to each sub-contractor.

ARTICLE 13 EXECUTION OF AGREEMENT

13.1 When the City gives a Notice of Award to the Successful Bidder, at least six (6)-unsigned copies of the Agreement and all other applicable Contract Documents will accompany it. Within ten (10) calendar days from the date of such notification, Contractor shall execute and return all copies of the Agreement and all other applicable Contract Documents to the City. Within ten- (10) calendar days thereafter, the City will deliver one fully signed copy along with the "Notice to Proceed" to the Contractor.

13.2 If for any reason the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor. If the Notice to Proceed has not been issued within the ten (10) calendar days after signing of the Agreement, or within the time period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

13.3 The Bidder's attention is especially directed to special requirements in relation to project construction work and completion schedule, specified in Sections 01010, 01045, 01050, 01055, and 01170, in this Project Manual. Each Bidder is urged to study these requirements to insure compliance with the same before submitting the Bid.

ARTICLE 14 SAFETY AND HEALTH REGULATIONS

14.1 This Project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974, and CFR 29, Part 1910, General Industry Safety and Health Regulations Identified as Applicable to Construction.

14.2 The Successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

14.3 The Successful Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act on the site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

14.4 This project is also subject to the Massachusetts Department of Labor and Industries Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)".

ARTICLE 15 SALES TAX

15.1 The materials and supplies to be used in the Work shall be exempt from all applicable Federal, State and local sales taxes.

ARTICLE 16 UTILITY UNDERGROUND PLANT DAMAGE PREVENTION SYSTEM

16.1 All excavations within public or private ways are subject to the requirements of Massachusetts General Laws, Acts of 1983, Chapter 252, included in Part II of the Supplementary Conditions.

ARTICLE 17 WAGE RATES

17.1 All work done under this Contract shall be subject to compliance with the minimum wage rates as mandated by the Commonwealth of Massachusetts Department of Labor and Industries and the U.S. Department of Labor Wage Rates issued in the most recent wage decisions applicable to the project area.

17.2 The Commonwealth of Massachusetts Minimum Wage Rates issued under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, shall apply to the projects when the use of Federal funds is not involved on a particular project.

17.3 The Schedule of Minimum Wage Rates is included in the Appendices and shall be strictly enforced.

17.4 It is the responsibility of the Contractor, before submitting the Bid, to verify the minimum wage rates and to request, if necessary, any additional and/or the latest information on wage rates for all tradespeople to be employed under this contract.

ARTICLE 18 COMPETITIVE BIDDING

18.1 The Bidding and award of this contract shall be in full compliance with the Federal Procurement Act and with MGL Chapter 30, Section 39M, as last revised.

ARTICLE 19 GUARANTEES

19.1 In addition to other guarantees due the City, the Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials, and equipment furnished, used or installed shall be free from defects and flaws, and shall be in strict accordance with the Drawings, Specifications, and other Contract Documents. Also, the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of Substantial Completion and acceptance of the Work unless otherwise specified herein.

The Performance Bond shall remain in full force and effect throughout the Guarantee Period.

19.2 If at any time within the said period of guarantee, any part of the Work requires repairs, correction and/or replacement, the City may notify the Contractor in writing to make the required repairs, correction or replacement. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the City within ten (10) days from the date of receipt of such notice, or having commenced said repairs, corrections or replacement, fails to prosecute such work with diligence, the

City may employ other person(s) to make the same, and all direct and indirect costs of making said repairs, corrections or replacements, including compensation for additional professional services, shall be paid by the Contractor.

ARTICLE 20 LABOR DISPUTES

20.1 The Bidder shall submit a written statement as to whether it has been the subject of, or otherwise been involved in any labor dispute during the past five (5) years. If the bidder has been the subject of, or otherwise been involved in any labor dispute during this period, the Bidder must also provide a detailed description of each labor dispute, including the name and location of the project worked on, the nature of the dispute, the duration and dates during which the dispute took place and how the dispute was resolved. For these purposes, "labor disputes" shall include picketing or any other activity which disrupted or delayed the Work.

ARTICLE 21 RECORD KEEPING

21.1 The Contractor is reminded that the provisions of Chapter 30, Section 39R relative to record keeping apply to this Contract. A copy of c.30, §39R is included in the Supplementary Conditions. A brief summary of the requirements is as follows:

- a. The Contractor and all sub-contractors shall maintain books, records and accounts at least six (6) years after the final payment. They will be subject to inspection by the awarding authority, officers of the Inspector General, or the Deputy Commissioner of Capital Planning and Operations.
- b. Any changes in record keeping or recording transactions, which affect the awarding authority, shall be explained along with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the change.
- c. The Contractor shall file with the awarding authority a statement of management as to whether the system of internal accounting controls has been established.
- d. The Contractor shall file with the awarding authority a statement prepared and signed by an independent certified public account that an examination has been made of internal accounting controls.

ARTICLE 22 LAWS AND REGULATIONS

22.1 All applicable laws, ordinances and rules and regulations of all Public Agencies having jurisdiction over construction of the project shall apply to the Contract throughout.

22.2 This project is subject to all of the OSHA Safety and Health Regulations (see

CFR Part 1926/1910 and all subsequent amendments), as promulgated by the United States Department of Labor on June 24, 1974 and MGL Chapter 454 CMR 10.00, et.seq.; The Prevention of Accidents and Illnesses in Construction Operations. Contractors shall become familiar with the requirements of these regulations.

22.3 The MBE/WBE policy guidelines must be studied carefully by each bidder before preparing his Bid. Failure to comply with these requirements may result in a finding that the Bidder is non-responsive and therefore, not entitled to award of this Contract.

22.4 This Contract is subject to all the Federal Government, Commonwealth of Massachusetts, and City of Quincy Equal Employment Opportunity, Anti-discrimination and Affirmative Action Programs. The text of the program is set forth in these specifications. The City prior to execution of the Contract will require contractor's and sub-contractors certifications.

22.5 Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) policies of the Federal Government, the Commonwealth of Massachusetts and the City of Quincy are applicable to this Contract. Failure to comply with the requirements of this paragraph may be deemed to render a proposal non-responsive. No waiver of any provision of this section will be granted.

22.6 This Contract is subject to the Chapter 12.28 of the City Ordinances with regard to City Residency Requirements and Apprenticeship Training. Copies of City Council Order No. 532, dated December 29, 1988, which requires that preference be given to Quincy Residents when hiring workers for City-administered projects and City Council Order No. 97-104, which required that all bidders on City-administered construction projects have and maintain a bona fide apprenticeship training program, are included under the Supplementary Conditions in this project manual. The provisions of these City Ordinances will be strictly enforced.

Rhonda L. Merrill
Purchasing Agent

BID FORM

RELEVANT PREVIOUS EXPERIENCE

The Bidder shall list below the relevant prior work experience on similar projects, and give references that will enable the City to evaluate his qualifications to perform the work under this Contract. The length of the relevant experience must be at least 5 years on projects of comparable size and complexity. The evaluation shall be based on prior experience, work performance and level of key personnel skills, and business standing (add additional page if necessary).

I. PROJECTS

Completion Date	Project Name	Contract Amount	Design Reference Engineer Name	Reference Phone No.

a.	_____	_____	_____	_____
b.	_____	_____	_____	_____
c.	_____	_____	_____	_____
d.	_____	_____	_____	_____
e.	_____	_____	_____	_____
f.	_____	_____	_____	_____

II. KEY PERSONNEL:

Key personnel to be employed on the job, in the event of contract award. Attach brief education and experience where applicable.

1. _____
2. _____
3. _____
4. _____

BID FORM

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheet. The bidder may submit any additional information, if desired.

1. Name of Bidder:
2. Permanent main office address:
 - a. Treasury Number (Employer's Identification No.):
3. When organized?
4. If a corporation, where incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
 - a. Names and home addresses of principal officers and their social security numbers: (attach separate sheet).
6. Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion. Name and address of client and name of person supervising for client.) (Attach separate sheet)
7. General character of work performed by your company?
8. Have you ever failed to complete any work awarded to your? If so, where and why?
9. Have your ever defaulted on a contract? If so, where and why?
10. List the more important contracts recently completed by you stating approximate cost of each, and the month and year completed. (Give names and addresses of client and name of person supervising for client). (See attached form.)
11. List your major equipment available for this contract. (Use separate sheet)

13. Background and experience of the principle members of your organization, including the officers.
14. Credit available: \$_____.
15. Give bank reference, including bank name, address, telephone and contact name.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Quincy in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

Name of Bidder: _____

By: _____

Title: _____

State of _____

County of _____

_____ being duly sworn, deposed and says that he is

_____ of _____
(office) (Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

SUBSCRIBED AND SWORN TO, before me the _____ day of _____, 20__

(Notary Public)

Seal

My commission expires: _____



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060

Fax: (617) 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

(NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)

VOTED, that:

(NAME)

(OFFICER)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____ under seal of the Company, shall be valid
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY) (NAME)

duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

CORPORATE SEAL

SIGNATURE PAGE

DATED: _____

BY: _____
(Signature and Title of Person Authorized to Sign Bid)

(Name of General Bidder)

(Business Address)

(Social Security Number – Federal Tax ID No.)

Telephone Number: (_____) _____

Email: _____

(SEAL: IF BID IS BY A CORPORATION)

ATTEST: _____

The proposed surety company on the bond to be given as follows:

(Contact Name)

(Name of Surety)

(Address of Home Office)

(Massachusetts Address, if different)

(Business Telephone)



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

TAX COMPLIANCE CERTIFICATE
MASS. GENERAL LAWS, CH. 62c, s: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts and all applicable Federal Laws relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

(Contractor's Name and Signature)

(2) Corporation, Association
or Partnership

(Contractor's Name)

Federal Tax ID Number, or
Social Security Number

By:

(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.

NON-COLLUSION AFFIDAVIT

A bidder will not be eligible for award of this contract under this invitation for bids unless such bidder has submitted as part of its bid the following certification which will be deemed a part of the resulting contract.

State of _____

Date: _____ 20_____

County of _____

The undersigned being duly sworn, deposes and says that he is the:

(sole owner, partner, president, treasurer, or other duly authorized official)

of _____
(name of company - bidder - as appears in submitted proposal)

for work in _____ on _____
(City/Town) (Bid Opening Date)

and certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature/Title of Person Making Affidavit

Sworn to before me this:

_____ day of _____ 20_____

(Notary Public)

My commission expires: _____ 20_____

This form may be substituted with standardized form issued by insurance/bonding agent.

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned,

_____ as Principal and

_____ as Surety, are hereby held and firmly bound unto

_____ as OWNER in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns _____ .

Signed this _____ day of _____, 20

The Condition of the above obligation is such that whereas the Principal has submitted to:

_____ a certain BID, attached hereto and hereby made a part hereof

to enter into a contract in writing for the:

NOW, THEREFORE,

- (A) If said BID shall be rejected, or
- (B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor, or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

This form may be substituted with standardized form issued by insurance/bonding agent.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall in no way be impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers the day and year first set forth above.

Principal (L.S.)

Surety

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Cir. 570, as amended) and be authorized to transact business in the state where the project is located.

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 well 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 negotiate 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 shave 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 under 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

<u>Description of Activity</u>	<u>Project Date Commencement</u>	<u>\$ Amount</u>	<u>% of Bid Price</u>
--------------------------------	--------------------------------------	------------------	-----------------------

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

**CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is required pursuant to Executive Order 112A6 (30 R.R. 123 1935). The implementing rules and regulations, provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity cause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAMES AND ADDRESS OF BIDDER (Include Zip Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes

No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes

No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes

No

4. Have you ever been or are you being considered for sanction due to violation of the Executive of 112A6, as amended?

Yes

No

Name and Title of Signatory (Please Type)

Signature: _____ Date: _____

**CERTIFICATION
NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his file.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. ss.1001.

Date: _____, 20____

(Name of Bidder)

Official Address (including Zip Code)

By:

(Title)

**AFFIDAVIT
REGARDING PRIOR LABOR DISPUTES**

The Bidder must execute and complete the following statements as to whether it has been the subject of, or otherwise been involved in, any labor dispute during the past five (5) years. If the Bidder has been the subject of, or otherwise been involved in any labor dispute during this period, the bidder must also provide a detailed description of each labor dispute, including the name and location of the project worked on, the nature of the dispute was resolved. For these purposes, "labor disputes" shall include picketing or any other activity which disrupted or delayed the work.

I _____, being first duly sworn, do hereby depose/state:
(Name)

1. I make each of the following statements with full authorization to bind

_____ to each of the representations made below.
(Name of Bidder)

2. _____ has/has not been involved in a labor dispute
(Name of Bidder)

as described above, within the past five (5) years.

3. (Complete only if bidder has been involved in dispute).

The dispute(s) occurred on the following project(s). (Use separate sheet if necessary)

<u>Name and Location of Project</u>	<u>Date Dispute Began</u>	<u>Date Concluded</u>
-------------------------------------	---------------------------	-----------------------

a.

b.

Attach separate sheet and give full description of the nature of each dispute and an explanation of how it was resolved. (Please give a full description below, for each such dispute).

Signed under the penalty of perjury this _____ day of _____, 20_____.

BY: _____

on behalf of: _____

(Company name)

**CERTIFICATION OF GENERAL BIDDERS ON PUBLIC CONSTRUCTION
PROJECTS**

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 ten 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 he will comply fully with all laws and regulations application to awards made subject to section 44A.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

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

Date: _____

Name of General Bidder

By _____
Signature

Print name and title

Business Address

Street Address City and State

NOTICE OF AWARD

TO:

PROJECT TITLE: _____

The City has considered the Bid submitted by you for the above-described work in response to its Advertisements for Bids and Information for Bidders. You are hereby notified that your Bid in the amount \$ _____ has been accepted, provided you furnish the City with the required Certificates, Affidavits, Contractor's Performance and Payments Bonds and Certificate of Insurance within ten (10) days receipt of this notice to execute the Agreement. In case of failure to execute said Agreement and to furnish said bonds and documents as stipulated in the Bid Documents within ten (10) days from the date of receipt of this Notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your bid bond. The City will also be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of the Notice of Award to the City.

Dated this the _____ day of _____ 20____.

BY: _____

Dennis E. Harrington
Director of Planning & Community
Development

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

(Company Name)

Signature: _____ Date: _____

Print Name: _____ Title: _____

**CERTIFICATION OF SUB- BIDDERS (IF ANY) ON PUBLIC CONSTRUCTION
PROJECTS**

I. CERTIFICATION REGARDING HEALTH AND SAFETY

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 Occupation Safety and Health Administration that is at least ten 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 he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

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

Date _____

Name of Sub-bidder

By _____
Signature

Print Name and Title

Business Name

Street Address, City and State

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year _____ by and between the City of Quincy, Massachusetts, acting through its Department of Public Works, hereinafter called the "City" and: _____ with legal address and principle place of business at _____ hereinafter called the "Contractor". The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

- 1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in Section 01010, Summary of Work.

ARTICLE 2 ENGINEER

- 2.1 The project design and construction documents have been prepared by the City of Quincy, Engineering Department.
- 2.2 The City of Quincy Planning Department, 1305 Hancock St. Quincy, Massachusetts will act as the Engineer in connection with execution of the project work, in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIME

- 3.1 The total Contract Time to complete the project shall be 30 calendar days, commencing ten (10) calendar days following the effective date of this Agreement. No site work shall be allowed between Thanksgiving and March 15, without permission, in writing, from the City.
- 3.2 The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterrupted and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the contractor and the City, that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual business/commercial and industrial activities prevailing in this locality.

ARTICLE 4 CONTRACT PRICE

- 4.1 The City will pay the contractor for performance of the Work in accordance with the Contract Documents, in current funds at the itemized unit or lump sum prices of work items, a total agreed sum of \$ _____ (state the total amount in words): _____ as submitted in the Contractor's Bid Form attached to the Agreement.

ARTICLE 5 APPLICATIONS FOR PAYMENT

- 5.1 Applications for payment shall be submitted by the Contractor and processed by the Engineer in accordance with the Conditions of the Contract included in the Contract Documents.

ARTICLE 6 PROGRESS AND FINAL PAYMENTS

- 6.1 The City will make progress payments on account of the Contract Price on the basis of the Contractor's Application for Payment, as recommended by the Engineer, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Conditions of the Contract.
- 6.2 The City will make progress and final payments as provided for in the Conditions of the Contract and in accordance with the applicable Massachusetts General Laws.

ARTICLE 7 LIQUIDATED DAMAGES

- 7.1 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 above, 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 or delay (but not as a penalty) the Contractor shall pay the City \$ 1,000.00 per day for each calendar day of delay until the Work is complete.
- 7.2 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.
- 7.3 Provided further, that the Contractor shall furnish the City the required notification of such delays in accordance with the applicable Conditions of the Contract.

ARTICLE 8 ASSURANCE

- 8.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 8.2 The Contractor has studied carefully all reports of investigations and tests of sub-surface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 8.3 The Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as he deems necessary for the performance of the work at the Contact Price within the Contact Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by him for such purposes.
- 8.4 The Contractor has correlated the results of all such observations, examinations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.5 The Contractor has given the Engineer written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.
- 8.6 The Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in six (6) copies, each of which shall be deemed an original on the date first above written. The Party of the First Part agrees to pay to the Party of the Second Part, upon satisfactory completion and delivery of the aforementioned, the sum of:

Amount in Figures: \$ _____

Amount in Words: _____

WITNESS:

OWNER: The City of Quincy

BY: _____
MAYOR

Approved as to form:

BY: _____
CITY SOLICITOR

BY: _____
DIRECTOR OF PLANNING & COMMUNITY
DEVELOPMENT

BY: _____
PURCHASING AGENT

CONTRACTOR:

P.O. # _____

Company Name: _____

Contract #: _____

BY: _____

The undersigned, in compliance with MGL, Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available.

Name: _____

Title: _____

Address: _____

BY: _____
CITY AUDITOR

Telephone: _____

INDEMNITY AGREEMENT

In consideration of the award of Contract No. _____

by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

By Duly Authorized Agent

Date: _____

CONTRACTOR'S CERTIFICATION

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

_____ certifies that:

1. it intends to use the following listed construction trades in the work under the contract:

2. will comply with the minority manpower ratio and specific affirmative action steps contained herein;
and
3. will obtain from each of its subcontractors and submit to the contracting administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions.

Contractor's Signature/Authorized Representative

B. SUBCONTRACTOR'S CERTIFICATION

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

_____ certifies that:

1. it tends to use the following listed construction trades in work under the subcontract:

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

Subcontractor's Signature

In order to ensure that said subcontractor's certification becomes a part of all subcontracts under the general contract, no subcontract shall be executed until an authorized representative of the state/municipal agency (or agencies) administering this project has determined, in writing, that said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval may be deemed invalid.

NOTICE TO PROCEED

TO: _____

DATE:

Project:

You are hereby notified to commence WORK on or before

In accordance with contract documents the contract time is 30 calendar days. The date for completion of all work is therefore _____.

BY:

Name: Dennis E. Harrington.

Title: Director of Planning & Community Development

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(Company Name)

Signature: _____

Date:

Print Name: _____

Title:

Note: This form may be substituted with standard form issued by bonding agency.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(corporation, partnership, individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of: \$ _____

Dollars

in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

Note: This form may be substituted with standard form issued by bonding agency.

PROVIDED FURTHER, that said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ___ counterparts, one of which shall be deemed an original, this the ___ day of _____ 20__.

ATTEST

_____ Principal's Secretary [SEAL]	_____ Principal BY _____ _____ (Address)
--	--

_____ (Witness as to Principal)	_____
_____ (Address)	

_____	_____ (Surety)
-------	-------------------

ATTEST:

(Surety Secretary)

[SEAL]

_____ (Witness to Surety)	BY: _____ (Attorney-In-Fact)
_____ (Address)	_____ (Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of projects' location.

Note: This form may be substituted with standard form issued by bonding agency.

Note: This forms may be substituted with standard form issued by bonding agency.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(corporation, partnership, individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of: \$ _____

(Dollars)

in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

Note: This form may be substituted with standard form issued by bonding agency.

PROVIDED FURTHER, that said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ___ counterparts, one of which shall be deemed an original, this the ___ day of _____ 20__.

ATTEST

_____ Principal's Secretary [SEAL]	_____ Principal BY _____ _____ (Address)
_____ (Witness as to Principal)	_____
_____ (Address)	_____
_____	_____ (Surety)

ATTEST:

_____ (Surety Secretary)	
[SEAL]	
_____ (Witness to Surety)	BY: _____ (Attorney-In-Fact)
_____ (Address)	_____ (Address)
_____	_____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of projects' location.

CERTIFICATE OF INSURANCE

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments herewith, which policies and endorsements will be made available to ENGINEER and OWNER UPON request, that they provide coverage and limits of liability shown with respect to the insurance indicated that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnish in accordance with and for the purpose of satisfying the requirements of OWNER and ENGINEER in connection with the award and performance of a contract or agreement between _____

_____ (OWNER), and

1. Name of Insured _____
 2. Address of Insured _____
 3. Location and Description of Work _____

Project Contract No. _____

Policy Number	Effective Date	Expiration Date	Each Occurrence	Each Aggregate	Coverage and Limits of Liability (at least as shown below)		
					Bodily Injury Liability	Property Damage Liability	
A. Owner's Protective Liability has been issued at the expense of Above Insured to _____ Owner.							
			\$1,000,000.	\$1,000,000.	\$1,000,000.	\$1,000,000.	
B. Comprehensive General Liability							
			\$1,000,000.	\$1,000,000.	\$1,000,000.	\$1,000,000.	
Including: 1. Operations Premises 2. Contractor's Protective 3. Contractual as Below 4. Products/Completed Operations 5. Personal Injury							
Property Damage Ins. under policies A & B above includes Cover. for Explosion/Collapse/Underground Prop. Damage.							
C. Auto Liability					Each Person	Each Accident	Each Accident
Including 1. Owner 2. Hired 3. Non-owned					\$1,000,000.00	\$1,000,000.	\$1,000,000.00
D. Workmen's Compensation					Compensation Statutory State's Coverage B Limits \$1,000,000. if applicable		
E. Builder's Risk Insurance - All Risk Completed Value form					As called for in Contract or Agreement		

CONTRACTUAL LIABILITY

CONTRACTOR shall at all times indemnify and save harmless OWNER, ENGINEER and their respective officers, agents and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of said OWNER or ENGINEER or of CONTRACTOR, his subcontractors, or material men, and from injuries (including death sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said OWNER or ENGINEER caused in whole or in part by the acts, omissions, or neglect of CONTRACTOR including but not limited to any neglect in safeguarding the work or through the use of unacceptable materials in contracting the Work by CONTRACTOR, any subcontractor, material man, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the contract, including the entire elapsed time from the date ordered to start work or the actual start, whichever occurs first, until completion of the one year correction period, as certified by OWNER or ENGINEER.

Policies A, B, C & D shall remain in effect during the one year correction period.

Such insurer as is herein certified applies to all operations of the insured in connection with, and necessary and incidental to, the work herein described at the locations stated.

It is hereby understood and agreed that the above policies will not be restricted, suspended, materially changed, nor canceled without 15 days advance notice by registered mail to OWNER and ENGINEER. _____

 Authorized Representative Signature

 Address

**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)

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) Date

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.

**MINORITY BUSINESS ENTERPRISE/WOMEN'S BUSINESS ENTERPRISE
CONTRACT COMPLETION VERIFICATION**

Within thirty (30) days of submission by the General Contractor of the Final Pay Estimate, verification of all MBE/WBE participation in the Contract must be submitted to the City.

This form must be completed (Original Signatures only) and forwarded to the City's Contract Compliance Officer (DPW Administrative Assistant), 55 Sea Street, Quincy, MA 02169.

OWNER

_____	_____
Name of Owner	Contract Name/Number
_____	_____
(Authorized Representative Name)	(Title)

GENERAL CONTRACTOR

_____	() _____	_____
Company Name	Telephone Number	Contract Name/Number
_____	_____	_____
Street Address	Contract Acceptance Date	
_____	_____	
City/Town	Zip Code	\$ _____
		Contract Bid Amount

(Circle One) **MBE** **WBE** **SUBCONTRACTOR**

_____	\$ _____	_____/_____/_____
Company Name	Subcontract Amount	1st Payment Date
_____	\$ _____	_____/_____/_____
Street Address	Total Received	Last Payment Date
_____	_____	_____
City/Town	Zip Code	() _____
		Telephone Number

Signature – Title

Use separate copies of this form for each MBE/WBE contractor.

BID FORM

PROPOSAL OF:

(hereinafter called "Bidder", organized and existing under the laws of the Commonwealth of Massachusetts; doing business as:

- a corporation
- a partnership
- an individual.

TO: The Director of Planning for the City of Quincy, Massachusetts (hereinafter called the City)

In compliance with your Advertisements for Bids, Bidder hereby proposes to perform all work for the **NORTH QUINCY LIBRARY SITE IMPROVEMENTS** within ten (10) calendar days following the effective date of the Contract Agreement and fully complete the project within thirty (30) calendar days thereafter. Work performed after this Contract Time Period (Completion) will be subject to liquidated damages. The Bidder further agrees to pay as liquidated damages: \$1000.00 for each day thereafter, charged against the Contractor, as provided for in Article 12 of the General Conditions.

Bidder agrees not to withdraw his bid for sixty (60) calendar days after the actual bid opening date and that if the City shall accept this bid, the Bidder will duly execute and acknowledge the Agreement and furnish duly executed and acknowledged, the required Contract Bonds, Insurance Certificates and other documents, within ten (10) calendar days, after the notification that the Agreement and other documents are ready for signature.

Bidder acknowledges receipt of Addenda No. ____ through No. ____.

The attached price is to include and cover the furnishing of all materials (except as herein otherwise specified), all labor (requisite or proper), tools, equipment, apparatus and other means of construction, required in the performance of the works included herein, in the manner set forth and shown in the Specifications for the Work and in the form of Contract, and the **completion** thereof as specified herein. Bidder agrees to perform all the work described in the Contract Documents at the following unit price(s)/lump sum(s) for a total amount of \$_____.

All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern. All prices shall be typewritten or written by hand (printed) in black ink.

BID FORM

The Bidder agrees to perform all the Work described in the Contract Documents for the following unit prices or lump sum(s):

Item No.	Estimated Quantity	Brief Description of Items w/ Unit Bid Price in Words	Unit Bid Price in Figures	Amount in Figures
120.100	40	UNCLASSIFIED EXCAVATION		
		_____	\$ _____	\$ _____
		per cubic yard		
129.300	240	BITUMINOUS CONCRETE EXCAVATION		
		_____	\$ _____	\$ _____
		per square ft		
129.400	450	CEMENT CONCRETE EXCAVATION		
		_____	\$ _____	\$ _____
		per square ft		
151.000	20	GRAVEL FOR BASE COURSE		
		_____	\$ _____	\$ _____
		per cubic yard		
	18	BROKEN BLUE STON		
		_____	\$ _____	\$ _____
		each		
420.000	12	CLASS 1 BITUMINOUS CONCRETE BASE COURSE		
		_____	\$ _____	\$ _____
		per ton		
460.000	42	CLASS 1 BITUMINOUS CONCRETE TOP COURSE		
		_____	\$ _____	\$ _____
		per ton		
464.000	25	BITUMINOUS FOR TACK COAT		
		_____	\$ _____	\$ _____
		gallons		
SUB-TOTAL PAGE 00410-2: \$			_____	_____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description of Items w/ Unit Bid Price in Words</u>	<u>Unit Bid Price in Figures</u>	<u>Amount in Figures</u>
482.300	170	SAW CUT PAVEMENT		
		_____	\$ _____	\$ _____
		per linear foot		
504.000	28	GRANITE CURBS		
		_____	\$ _____	\$ _____
		per linear foot		
580.000	130	REMOVE & RESET GRANITE CURB		
		_____	\$ _____	\$ _____
		per linear foot		
698.200	100	GEOTEXTILE FABRIC		
		_____	\$ _____	\$ _____
		per square yard		
701.000	42	CEMENT CONCRETE FOR WALKS		
		_____	\$ _____	\$ _____
		per square yard		
701.200	23	CEMENT CONCRETE FOR WHEELCHAIR RAMPS		
		_____	\$ _____	\$ _____
		per square yard		
707.100	2	PARK BENCH		
		_____	\$ _____	\$ _____
		each		
707.800	2	STEEL BOLLARD		
		_____	\$ _____	\$ _____
		each		
707.900	2	HAND RAILS		
		_____	\$ _____	\$ _____
		each		

SUB-TOTAL PAGE 00410-3: \$ _____

Item No.	Estimated Quantity	Brief Description of Items w/ Unit Bid Price in Words	Unit Bid Price in Figures	Amount in Figures
751.000	14	LOAM BORROW _____ per cubic yard	\$ _____	\$ _____
765.000	70	SEEDING _____ per square yard	\$ _____	\$ _____
767.600	3	MULCH _____ per cubic yard	\$ _____	\$ _____
787.069	6	PJM RHODODENDRUM _____ each	\$ _____	\$ _____
797.000	6	DWARF DEUTZIA _____ each	\$ _____	\$ _____
860.040	342	4" REFLECTORIZE WHITE _____ per linear foot	\$ _____	\$ _____

SUB-TOTAL PAGE 00410-4: \$ _____

BID FORM (continued)

SUB-TOTAL PAGE 00410-2: \$ _____

SUB-TOTAL PAGE 00410-3: \$ _____

SUB-TOTAL PAGE 00410-4: \$ _____

TOTAL BID AMOUNT: \$ _____

(Total Bid Amount Written In Words)

SECTION 02100

SITE PREPARATION AND DEMOLITION

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The GENERAL CONDITIONS and applicable parts of Division 1, GENERAL REQUIREMENTS, shall be included in and made part of this Section.
- B. Requirements given herein may be affected by other related requirements of the project specification. Correlation of contract requirements is the responsibility of the Contractor.
- C. Conform to the description, materials and construction methods of the requirements of appropriate sections of the latest edition, with current Amendments of the "Standard Specifications for Highways and Bridges, Department of Public Works, the Commonwealth of Massachusetts," hereinafter called Massachusetts Standard Specifications, except as modified herein, except as modified herein.

1.02 SCOPE OF WORK

- A. Site preparation and demolition work, as specified and shown on drawings, including but not necessarily limited to the following:
 - 1. Installation of construction barriers
 - 2. Remove from site existing site improvements such as paving, curbs, and sidewalks.
 - 3. Clearing and grubbing.
 - 4. Remove, store and protect all items designated, specified or directed to be reinstalled.
 - 5. Obtaining and paying for permits required for execution of this work, other than basic building permit obtained by the Owner.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Excavation Filling and Grading - Section 02200

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable requirements of federal, state, and local laws, regulations and codes having jurisdiction at project site.
- B. Examine drawings, surveys, measurements and dimensions during the bid period. Any discrepancies, errors or omissions shall be brought to the attention of the Architect prior to submission of a bid.

1.05 SUBMITTAL

- A. Record Drawings: Indicate points of disconnection and capping, or abandonment, or removal of existing utility services; include utility names, sizes and locations, relationship to permanent structures located on site and on adjacent property and certificates of severance of utility services from respective utility companies or owners.

1.06 JOB CONDITIONS

- A. Inspection:
 - 1. Examine areas for conditions under which work is to be performed. Report in writing to the Architect all conditions contrary to those shown on the drawings or specified herein and all other conditions that will affect satisfactory execution of work, such as improperly constructed substrates or adjoining work. Do not proceed with work until unsatisfactory conditions have been corrected.
 - 2. Starting work constitutes acceptance of the conditions under which work is to be performed. After such acceptance, this Contractor shall at his expense, be responsible for correcting all unsatisfactory and defective work resulting from such unsatisfactory conditions.
- B. Nuisances: Keep dirt, dust, noise and other objectionable nuisances to a minimum. Use temporary enclosures, calcium chloride, coverings and sprinkling, or combinations therefore, as necessary to limit dust to lowest practicable level, except do not use water to the extent that it causes flooding, contaminated runoff, or icing.
- C. Traffic: Conduct work to ensure minimum interference with roads, alleys, streets, driveways, sidewalks, and access to and operations of on-site and adjacent site occupied or used facilities.
 - 1. Do not close or obstruct streets, sidewalks, alleys or other public passageways without permission from authorities having jurisdiction.
 - 2. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

PART 2 - PRODUCTS

2.01 CONSTRUCTION DELINEATION

- A. Provide reflectorized construction barrels and construction tape as necessary to safely delineate construction area.

PART 3 - EXECUTION

3.01 CONSTRUCTION DELINEATION

- A. Install and maintain construction delineation for the duration of the project.

3.02 CLEARING

- A. Remove shrubs, stumps, bushes, vines, rubbish, undergrowth, deadwood, as well as fences and incidental structures from entire site except as otherwise designated on the drawings to remain

3.03 GRUBBING

- A. Remove all brush, organic materials and debris. When indicated, such materials as topsoil and leaf mold, or other organic materials above the ground surface suitable for use as mulch or topsoil shall be salvaged and stockpiled.

3.04 UTILITIES

- A. Contact DIG-SAFE and local utility companies 3 working days minimum prior to start of demolition work. Confirm verbal notices and written notices. Verify locations of all utilities entering site and their locations on-site.
- B. Cooperate with the Architect, utility companies, adjacent property owners, and other building trades in maintaining, protecting, rerouting or extending of utilities passing through work areas which serve structures located on project site and on adjacent properties.
- C. Verify that utilities that are to be removed, capped or abandoned are turned off, or are disconnected, or are rerouted to new locations before starting demolition.

3.05 DEMOLITION

- A. Remove the following from locations to extent shown on drawings:
 - 1. Existing curbs, walks, and paving, which will interfere with the new construction and the paved area or the development of the final grading.
- C. Backfill and compact areas excavated and open pits and holes resulting from demolition operations. Comply with requirements specified in Section 02200 for backfill materials, compaction, and installation methods.
- D. Rough grade site, within demolition areas, to meet adjacent contours and to provide positive drainage. Leave site in clean condition acceptable for performance of subsequent construction operations.

3.06 CLEAN-UP AND DISPOSAL

- A. Transport trash, rubbish and debris daily from site and legally dispose of:
 - 1. Remove all promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
 - 2. Do not burn or bury materials on-site, unless otherwise approved by the Owner's Representative and local authorities having jurisdiction.
- B. Remove tools, equipment and protections when work is complete and when authorized to do so by local authorities having jurisdiction and the Architect.

3.07 EROSION CONTROL

- A. Provide erosion controls during construction until pavement, plantings and restoration of natural areas is effective in controlling erosion at site.
- B. Plan and execute construction by methods to control surface drainage from cut, fill, borrow and grading areas.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Schedule operations so ground surface will be distributed for shortest possible time before permanent construction is installed.
 - 3. Maintain large areas as flat as practicable to minimize soil transport through surface flow.
 - 4. Where steep slopes or abrupt grade changes occur, install temporary diversion berm or dike to top of slope to direct water flow to a control point to be transported down slope in a slope drain. In all cases, do not allow water to flow uncontrolled down slopes.
- C. Ground Cover: Protect all exposed soils sloping 7% or greater until construction of permanent surfaces begins.
 - 1. Use straw or other mulches, stone base, plastic sheets, fiber mats. Or other effective erosion treatments approved by the Architect.
 - 2. Install permanent grass and other landscape plantings and materials, including mulching or hydroseeding for use as stabilization; maintain until ground cover planting is effective for erosion control.

- D. Repair washed and eroded areas; re-establish grades to required density, elevation, profiles and contours.

END OF SECTION

SECTION 02200

EXCAVATION, FILLING AND GRADING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The GENERAL CONDITIONS and applicable parts of Division 1, GENERAL REQUIREMENTS, shall be included in and made part of this Section.
- B. Requirements given herein may be affected by other related requirements of the project specification. Correlation of contract requirements is the responsibility of the Contractor.
- C. Conform to the description, materials and construction methods of the requirements of appropriate sections of the latest edition, with current Amendments of the "Standard Specifications for Highways and Bridges, Department of Public Works, the Commonwealth of Massachusetts," hereinafter called Massachusetts Standard Specifications, except as modified herein.

1.02 SCOPE OF WORK

- A. All materials and labor required for the complete installation of the work of this Section, including but not limited to:
 - 1. Cuts and Fills
 - 2. Tree and brush removal
 - 3. Excavation, blasting, filling, trenching, grading, backfilling of all descriptions required for completion of the project. Specifically included is all excavation and backfill for the site electrical, utility and parking area work.
 - 4. Fill materials to be brought to the site, placed and compacted.
 - 5. Disposal off-site of all surplus excavated and waste material.
 - 6. Pumping, de-watering, etc. necessary to maintain excavations free of water.
 - 7. Shoring, sheeting and bracing.

- B. Related work under other Sections
 - 1. Paving and Surfacing - Section 02500
 - 2. Lawns and Plantings – Section 02490

1.03 EXAMINATION OF SITE AND DOCUMENTS

- A. The Contractor shall carefully examine the site and all conditions affecting work under this Section. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions, as indicated in the Contract Documents, or obvious from observation at the site.
- B. Examine drawings, surveys, measurements and dimensions during the bid period. Any discrepancies, errors or omissions shall be brought to the attention of the Architect prior to submission of a bid.

1.04 USE OF SITE

- A. The Contractor shall conduct his operations so as to interfere as little as possible with the use ordinarily made of roads, driveways, sidewalks or other facilities near enough to the work to be affected thereby.

1.05 LAYOUT AND GRADES

- A. The words "finished grades" shall mean the required final grade elevations indicated on the Drawings. Spot elevations shall govern over proposed contours. Where not otherwise indicated, project site areas shall be given uniform slopes between points for which finished grades are not indicated or between such points and existing established grades.
- B. The work "subgrade" as used herein, means the required surface of compacted fill. This surface is immediately beneath specially dimensioned fill, paving, site improvements or other surfacing material.
- C. The Contractor shall verify all existing ground surface elevations within the Contract Limits.

1.06 DISPOSITION OF EXISTING UTILITIES

- A. Active utilities existing on the site shall be maintained in service at all times and shall be carefully protected from damage by the work. When an active utility line is

exposed during construction, its locations and elevation shall be plotted on the record drawings and both the Architect and Utility Owner shall be notified in writing.

- B. Inactive or abandoned utility lines encountered during construction operations shall be removed, plugged or capped. The location of such utilities shall be noted on the record drawings and reported in writing to the Architect.
- C. Inactive or abandoned utility structures shall be completely removed and pipes plugged with brick masonry in conformance with Section 140 of the Massachusetts Standard Specifications.
- D. Active utility lines which are shown on the drawings and are damaged in the course of construction operations shall be repaired or replaced at no additional cost to the owner.
- E. Notify the Owner at least three days in advance of the proposed time for shutting down or interrupting utilities or services which may affect operation of adjoining properties.

1.07 PROTECTION

- A. Shoring and sheeting:
 - 1. Provide shoring, sheeting and/or bracing at excavation, to assure complete safety against collapse of earth at side of excavations. See also disposition of existing utilities for protection of same.
 - 2. Comply with local safety regulations and with the provisions of the Occupational Safety and Health Act (OSHA).
 - 3. Remove shoring, etc. as backfilling operations progress, taking all necessary precautions to prevent collapse of excavation sides.
 - 4. Shoring, bracing or sheeting shall not constitute a condition for which an increase may be made in the contract price.
- B. Dewatering:
 - 1. Control the grading in the vicinity of all excavations, trenches and other areas under construction on the site so that the surface of the ground will properly slope to prevent accumulation of water in excavated areas and adjacent properties.
 - 2. The Contractor shall provide, at his own expense, adequate pumping and drainage facilities to keep all excavations sufficiently dry from groundwater

and/or surface runoff so as not to adversely affect construction procedures or cause excessive disturbance of underlying natural ground. The disposal of water from surface runoff and pumped from excavations shall be arranged so as not to cause damage to adjacent property and shall be in compliance with all applicable laws and regulations, in particular those related to protection of water resources and other environmental features.

3. Under no circumstances place concrete, place fill, lay piping or install appurtenances in excavations containing free water. Keep utility trenches free from water until pipe joint material has cured.

C. Frost Protection:

1. Make no excavations to full depth indicated when freezing temperature may be expected, unless intended improvements can be accomplished immediately after the excavations have been completed. Protect the bottom from frost if progress is delayed. Protect the subgrade of in-place footings from frost. Should protection fail, remove frozen materials and replace with concrete or gravel fill, as directed at no cost to the Owner.
2. Keep the site clear and free of accumulations of snow within the limit of contract lines, as necessary, to carry out the work of the contract.
3. Fill materials containing frost shall not be utilized, nor shall filling be done over frozen material.
4. Protect the underside of all in-place construction from frost penetration during the construction period of this contract. Minimum frost protection shall consist of a 4-foot thickness of earth, or equivalent, in insulating properties, as approved by the Architect.

1.08 DEFINITIONS

- A. Fill and backfill shall be, for the purpose of this specification, considered interchangeable terms and shall mean material to be used to bring existing or construction grades up to level, as indicated on Drawings.
- B. Rock excavation, for purpose of contract price adjustment for rock excavation and removal, is material which cannot be broken and removed using C9 or D8 bulldozer with a ripper attachment or equivalent excavation equipment and requires the use of drills or explosives and is, in addition, limited to the following items:
 1. Rock or stone in original ledge.
 2. Boulders and other obstructions over two cubic yards in open excavation and over one-half cubic yard in trenches that are removed by power excavating equipment without use of drills or explosives will be paid for in accordance with

the "Unit Price Schedule" in the Form of Proposal. Such payment shall include drilling.

- C All excavation, including rock excavation, is "earth" insofar as excavation and removal of material is concerned. The cost of all rock excavation and removal shall be included in the Contract's lump sum.
- D Trench shall be defined as an excavation of any length where the width is less than twice the depth. All other excavations shall be classed as open.
- E Reference Specifications: Reference to the standards, specifications, and tests of technical societies, organizations, and governmental bodies are made in the Contract Documents as follows:

A.S.T.M.: American Society for Testing and Materials

- F Rubbish shall be that materials which the Engineer determines must be disposed of at a sanitary landfill.

1.09 DISPOSAL

- A. All excess excavated materials shall be disposed of off-site by the Contractor at no additional cost.
- B. Provide necessary facilities and equipment to inhibit spillage from trucks when hauling required fill material, such as gravel fill, crushed stone, etc. to or from the site.

1.10 OVEREXCAVATION

- A. If any part of the excavation is carried through error beyond the depths of the dimensions indicated on the Drawings or called for in the Specifications, the Contractor, at his own expense, shall furnish and install compacted gravel fill or concrete, as directed by the Architect, up to the required level of dimensions.

1.11 FIELD QUALITY CONTROL

- A. The Owner shall retain an Engineer to monitor the field earthworks operations. Services of the Engineer will include, but not be limited to the following:
 - 1. Observation during excavation controlled fill areas.
 - 2. Observation during backfilling and compacting operations.
 - 3. The Engineer will be the final judge of suitability of all material.

1.12 TREE AND BRUSH REMOVAL

- A. Removal of trees, stumps, brush, etc. shall be considered incidental to the work of this Section and shall include complete removal and disposal off-site.

1.13 SUBGRADE MAINTENANCE

- A. The work of this Section shall provide a subgrade which shall be parallel to the finished grades or elevations shown on the Drawings and shall be below finished grades in accordance with the various depths specified.
- B. Upon completion of rough grading operations, remove all debris and rubbish and leave areas ready for work by other trades.
- C. Subgrades specified above shall be maintained until work by other trades begins. Settlement of fills and washouts shall be corrected by filling and compacting, as required.
- D. Should delays occur during the course of the earthwork, the Contractor shall be responsible for maintaining site drainage and frost protection of existing construction, such that potential and existing bearing surface and construction are not adversely affected. Repair and replace all work adversely affected by improper drainage, frost penetration or improper backfilling procedures at no additional cost to the Owner.

1.14 DUST CONTROL

- A. The Contractor shall employ dust control methods and materials at all times using sprinkled water or other approved means. Do not use oil or similar penetrants.

1.15 SUBMITTALS

- A. Provide sieve analysis testing results of each type of fill material to be used on the project indicating compliance with requirements specified.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Ordinary fill shall meet the following requirements:
 - 1. It shall be a natural soil, free from all organic or other weak or compressible materials, or any frozen materials, and contain no stone larger than 4" in maximum dimension.
 - 2. It shall be of such nature and character that it can be compacted in a

reasonable length of time, which shall not unduly interfere with the progress of construction.

3. It shall be free of highly plastic clays, or all materials subject to decay, decomposition, or dissolution, and of cinders or other deleterious material which will corrode piping and other metal.
4. It shall have a maximum dry density of at least 110 lbs. per cubic foot.
5. Material from excavation on the site may be used as ordinary fill if it meets the above requirements.

B. Crushed Stone:

Crushed stone shall consist of durable crushed rock or durable crushed gravel stone, free from ice and snow, sand, clay, loam, or other deleterious material. The crushed stone shall be uniformly blended and conform to the following requirements:

<u>Sieve Size</u>	<u>Pct. Passing</u>	
	<u>3/4" Stone</u>	<u>1 1/2" Stone</u>
6"	--	--
3"	--	--
2"	--	100
1-1/2"	--	95 - 100
1"	100%	35 - 70
3/4"	90 - 100	0 - 25
3/8"	0 - 20	
#4	0 - 5	

- C. Granular Fill: shall be free from ice and snow, roots, sod rubbish, and other deleterious or organic matter. On-site material may be mixed with offsite material to meet these gradation requirements. Granular fill shall conform to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Finer By Weight</u>
2/3 of the loose lift thickness	100
No. 10	30 - 95
No. 40	10 - 50
No. 200	0 - 8

- D. Dense Graded Crushed Stone shall conform to the following gradations: Broken blue stone and stone dust shall be a mixture of small fragments of blue stone and stone screenings uniformly pre-mixed.
- E. Gravel : shall consist of hard, durable sand and gravel, and shall be free from muck and snow, roots, sod, rubbish, and other deleterious or organic matter. It shall conform to the following gradation requirements:

3 in.	100
½ in.	50 - 85
No. 4	40 - 75
No. 10	30 - 60
No. 40	10 - 35
No. 100	5 - 20
No. 200**	2 - 8

2.02 USE OF FILL MATERIALS

- A. Crushed stone shall be utilized for bedding of sewer and water lines, and where otherwise indicated on the Drawings or specified herein.
- B. Granular fill shall be utilized as fill in the following locations:
1. To replace unsuitable material.
 2. As backfill around retaining walls and utility structures.
 3. In all roadway and parking lot embankments to subgrade.
 4. Elsewhere as shown on the drawings or specified.
 5. For replacement of rock excavation
 6. Under building slab to subgrade
 7. Wherever other fill materials such as gravel fill, ordinary fill, or crushed stone have not specified herein or shown on the Drawings.
- C. Gravel shall be utilized for base course in parking areas and walks and under building slab.

2.03 SOURCE QUALITY CONTROL

- A. Fill materials shall be subject to quality control testing. The Soils Engineer will be employed by the general contractor to perform tests on materials.
- B. Architect will be sole and final judge of suitability of all fill material.
- C. Tests of materials, as delivered, may be made from time to time. Materials in question may not be used, pending test results. Remove rejected materials and replace with new, whether in stockpiles or in place.

PART 3 - EXECUTION

3.01 EXISTING UTILITIES

- A. The Contractor's attention is directed to the requirements to maintain and protect all existing utilities within the contract limits.

3.02 TOPSOIL REMOVAL

- A. Existing topsoil, if any, shall be stripped to its full depth within the contract limits. Such material, suitable for use as topsoil, free from roots, stones and other deleterious material may be deposited in storage piles, if room permits, separate from other excavated material, as directed by the Architect. Unsuitable materials shall be removed and disposed of off-site by the Contractor.
- B. All excavations shall be kept in the dry by pumping or other approved methods of dewatering.

3.03 TRENCH AND PIT EXCAVATION

- A. Excavate as necessary for all utility lines, footings, walls and related structures and appurtenances within and outside building area.
- B. The words "invert" or "invert elevation", as used herein, shall mean the elevation at the base of the pipe at its inner surface, or flow line. The words "bottom of pipe", as used herein, mean the elevation at the base of the pipe at its outer surface.
- C. Except as otherwise indicated, width of pipe trench shall be eight inch (8") maximum on each side of pipe for pipe fifteen inches (15") and more in diameter. For pipe less than fifteen inches (15") and more in diameter. For pipe less than fifteen inches (15") in diameter, trench shall be 3' of 2 feet below the pipe inverts or as otherwise directed and backfill with sand fill if no water is encountered or 3/4" crushed stone if

water is encountered. Pitch trenches, as required, for drainage. Grade bottom of all trenches evenly to insure uniform bearing for full length of all pipes. Furnish and place crushed stone for control of water.

- D. Excavate all rock and other hard materials, if encountered, to at least twelve inches (12") below the pipe at all points. Refill such space and all other cuts below grade with compacted gravel, conforming to the requirements outlined in Paragraph 3.8 of this Section for "Granular Fill" or 12" of 3/4" crushed stone if water is encountered.
- E. Excavation for manholes, catch basins, drain inlets, and other related structures shall be as necessary but with twelve-inch (12") minimum clearance on all sides.
- F. Excavation below groundwater in silt or clays, use smooth-faced excavation. Immediately place a twelve-inch (12") working mat of gravel or crushed stone. Over-excavate as required.

3.04 PLACING FILLS

A. General

1. Provide all specified fill materials.
2. All fill shall be free of construction debris, refuse, compressible or decayable materials and standing water. Do not place fill when subgrade or layers below it are frozen.
3. Notify the Architect when excavations are ready for inspection. Filling shall not be started until conditions have been approved by the Architect.
4. Furnish approved materials. Place fill in layers not exceeding 6 inches compacted thickness and compact as specified below for various fill conditions.
5. Before filling against walls, the permanent structures must be completed and sufficiently aged to attain strength required to resist fill pressures without damage. Temporary bracing will not be permitted except by written permission from the Architect. Correct any damage to the structure caused by filling operations at no cost to the Owner.
6. Provide, as required by the Architect, all necessary cleaning, both outside and within the site, of excavated or new fill materials spilled in and about the work site.

B. Placing Crushed Stone

1. Place crushed stone in uniform lifts not exceeding 6 inches (compacted

- thickness and compact with a minimum of four (4) passes of a vibratory plate or roller type compactor.
2. Hand tamp crushed stone around perimeter surface drains to avoid dislocation of pipes.
- C. Placing Granular Fill
1. Place Granular Fill in uniform lifts not exceeding 6 inches (compacted thickness) and compact to 95 percent of maximum modified proctor dry density.
 2. In roadway and parking lot embankments, place Granular Fill in uniform lifts not exceeding 12 inches (loose thickness) and compact to 92 percent of maximum modified proctor dry density.
- D. Placing Ordinary Fill
1. In general grades areas, place Ordinary Fill in uniform lifts not exceeding 12 inches (loose thickness and compact to 90 percent of maximum modified proctor dry density.
- E. Placing Gravel Fill
1. Place gravel fill in uniform lifts not exceeding 6 inches (compact thickness) and compacted to 95% or its maximum modified proctor dry density
- F. After utility trenches and structures have been excavated and approved, as outlined under Paragraph 3.06. Place and shape the bedding by hand to support the bottom one third of the utility pipe. After the utility has been tested and approved, place gravel fill on both sides of the utility and hand tamp in 6-inch lifts up to 12 inches above the utility. Above 12 inches over the utility, place suitable excavated fill in lifts having a compacted thickness of 6 inches and compact mechanically. Place no material in excess of 1 inch in diameter within 6 inches of the utility line. if groundwater is encountered, backfill trench with crushed stone for control of water.
- G. Backfill trenches only after the utility has been inspected, tested, and approved, and locations of pipe and appurtenances have been recorded.
- H. Where piping is laid in filled areas, place the fill before any pipe is placed, and compact as specified to a depth of not less than two feet above the proposed flow line of the pipe. A trench shall then be excavated to the required grade, of sufficient width to permit thorough tamping of the fill under the bells and around the pipe.

3.05 COMPACTION OF FILLS

4

Hand operated vibratory drum rollers weighing at least 1,0900# in confined areas	6"	10"	12"	4	4
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Light vibratory drum roller minimum weight at drum 8,000#	minimum dynapac force 10,000#	8"	12"	12"	4	4
--	--	----	-----	-----	---	---

Medium vibratory drum roller minimum weight at drum 10,000#	minimum dynapac force 20,000#	8"	12"	12"	6	6
--	--	----	-----	-----	---	---

SECTION 02490

LAWNS AND PLANTINGS

PART 1 - GENERAL

1.01 REFERENCES

- A. Documents and Specifications apply to work of this Section. Examine referenced documents for requirements affecting the work.

1.02 DESCRIPTION OF WORK

- A. The work of this Section includes, but is not necessarily limited to, the following:
1. Planting shrubs
 2. Fine grading
 3. Hydroseeding
 4. Maintenance and protection

1.03 RELATED WORK UNDER OTHER SECTIONS

- A. The following items of related work are specified and included in other Sections of the Specifications:
1. Section 02210 - Excavation, Filling and Grading

1.04 APPLICABLE SPECIFICATIONS AND STANDARDS

- A. "STANDARDIZED PLANT NAMES," 1942 Edition, American Joint Committee on Horticultural Nomenclature.
- B. "AMERICAN STANDARD FOR NURSERY STOCK", latest edition, American Association of Nurserymen.
- C. Massachusetts Standard Specifications - latest edition of the Standard Specifications for Highways, Bridges and Waterways, the Commonwealth of Massachusetts, Department of Public Works, 1973 Edition.
- D. "PRUNING STANDARDS FOR SHADE TREES", latest edition, National Arborists Association.

1.05 EXAMINATION OF CONDITIONS

- A. All areas to be planted, fine graded and hydroseeded shall be inspected by the Contractor before starting work. Any defects, such as incorrect grading, etc., shall be reported to the Engineer prior to beginning this work. The commencement of work by the Contractor shall indicate his acceptance of the areas to be fine graded and hydroseeded, and he shall assume full responsibility for the work of this Section. The areas to be hydroseeded have been previously graded and loamed. The Contractor shall be responsible to fine grade prior to seeding.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Unless otherwise specified, materials shall conform to the requirements specified in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highways and Bridges, 1973 edition and all supplements, herein referred to as Standard Specifications.
- B. Plant materials shall conform to the latest edition of "AMERICAN STANDARD FOR NURSERY STOCK", American Association of Nurserymen.

2.02 LOAM BORROW

- A. Provide fertile, friable, natural topsoil typical of locality, without admixture of subsoil, refuse or other foreign materials, and obtained from well-drained arable site. Provide mixture consisting of sand, silt and clay particles in equal proportions. Provide loam mixture free of deleterious matter, including stumps, roots, heavy or stiff clay, stones larger than 1 inch in diameter, lumps, coarse sand, noxious weeds, sticks, and brush.
- B. Provide loam containing not less than 4 percent nor more than 12 percent organic matter, as determined by loss on ignition of oven-dried samples.
- C. Loam shall have demonstrated that it is reasonably well drained with acidity range of between pH 6.0 and 6.8. manufactured loam will not be acceptable.

2.03 MULCH FOR PLANT BEDS

- A. Shredded softwood pine bark mulch shall be fibrous pliable pieces, not exceeding 1/2 inch in width. It shall be 98% organic matter with the pH range of 3.5 to 4.5 and a moisture content of packaged material not to exceed 35%.

2.04 PEAT

- A. Humus shall be natural humus, reed peat or sedge peat. It shall be free of excessive amounts of zinc, low in wood content, free from hard lumps and in a shredded or granular form. According to the methods of testing of A.O.A.C., latest edition, the acidity range shall be approximately 5.6 pH to 6.5 pH and the organic matter shall not be less than 85%, as determined by loss on ignition. The minimum water absorbing ability shall be 200% by weight on an oven-dry basis.

2.05 PREPARED PLANTING MIX

- A. The prepared planting soil mix shall consist of the following materials and quantities:
1. Seven parts loam borrow, as specified in this Section.
 2. One part peat as specified herein.
 3. To this mixture add five (5) pounds of bonemeal per cubic yard of mixture. It shall be commercial raw bonemeal, finely ground, having a minimum analysis of four percent (4%) nitrogen and twenty percent (20%) phosphoric acid.

2.06 WATER

- A. The Contractor shall be responsible to furnish his own supply of water, equipment and labor to the site, at no extra cost, to water all hydroseeded and planting areas. All work injured or damaged, due to the lack of water or the use of too much water, shall be the Contractor's responsibility to correct. Water shall be free from impurities injurious to vegetation.

2.07 SEED

- A. Seed mixture shall be fresh, clean, new crop seed. Grass shall be of the previous year's crop and in no case shall the weed seed content exceed 1% by weight. The seed shall be furnished and delivered in the proportion specified below in new, clean, sealed and properly labeled containers. All seed shall comply with State and Federal seed laws. Submit manufacturer's Certificates of Compliance. Seed which has become wet, moldy or otherwise damaged, shall not be acceptable.

- B. Seed Mixture Composition:

1. Lawn and Feed Mix:

<u>Common Name</u>	<u>Min. Prop.</u> <u>By Weight</u>	<u>Percent</u> <u>Purity</u>	<u>Percent</u> <u>t</u> <u>Germin</u>
Kentucky bluegrass	20%	87%	85%
Merion Kentucky bluegrass	20%	87%	85%
Red Chewings fescue	45%	98%	85%

- C. Seed may be mixed by an approved method of the site or may be mixed by a dealer. If the seed is mixed on the site, each variety shall be delivered in the original containers which shall bear the dealer's guaranteed analysis. If the seed is mixed by a dealer, the Contractor shall furnish the Engineer the dealer's guaranteed statement of the composition of the mixture.

2.08 ORGANIC FERTILIZER FOR PLANTING BEDS

- A. Use Osmocote, or equal where organic fertilizer is specified.

PART 3 - EXECUTION

3.01 NEW PLANTING LOCATIONS

- A. All plant locations shall be marked out on the ground and the locations must be approved by the Engineer before any excavation is started. If it is necessary to adjust any of the locations, because of unforeseen problems, the change shall be under the direction of the Engineer and there shall be no extra charges for these adjustments. Contact DIGSAFE prior to any construction to get exact location of any utilities in question.
- B. In the event that a proposed location is deemed unsatisfactory by the Engineer, an alternate location will be selected and the Contractor shall perform all work necessary for planting at the alternate location or locations at no extra charge.

3.02 SHRUB PLANTING

- A. All shrubs shall be installed in individual pits--not in beds--of topsoil, but all bed outlines indicated shall be fully mulched between individual plants within the bed outlines and to the limit of the outline. All new and existing planting areas within this Contract work areas shall be mulched with three inches (3") of pine bark mulch supplied and spread under this contract.
- B. Set plants normal to their original growing habit and such that after settlement there will be a normal relationship of the crown of the plant to the finished grade. Carefully tamp topsoil under and around base of each plant to fill voids. Do NOT use topsoil in a muddy condition.
- C. Remove any weeds between plants in beds, PRIOR TO MULCHING, either by forking them under to a depth of three inches (3") or more or by skimming them off the area with shovels or spades. Rake entire bed area smooth and in conformance with existing finish grades. Remove all debris.
- D. Following approval of installed planting, cover the entire area of each new planting pit or bed (including any existing planting in these areas) with three inches (3") of pine bark mulch. Do NOT cultivate into the soil. Retain neat edges to all mulch areas.
- E. Re-set, at no additional cost to the Owner, any plant which settles unduly or becomes out of alignment with its normal vertical placement

3.03 LOAMING FOR SEEDED AREAS

- A. Screened loam shall conform to the description of loam borrow herein.
- B. After the areas to be loamed have been brought to subgrade, and immediately prior to dumping and spreading the loam, the subgrade shall be loosened to a depth of at least four inches (4") to permit bonding of the loam to the subsoil. Remove all stones greater than one inch (1") and all debris or rubbish. Such material shall be removed from the site.
- C. Unless otherwise noted, loam shall be placed and spread over approved areas for seeding to a depth sufficiently greater than six inches (6") so that after natural settlement and light rolling, the completed depth will be at least 6" and the work will conform to the lines, grades and elevations indicated. Supply additional loam after testing and approval, as may be needed, to give the specified depths and finished grades under the contract, without additional cost to the Owner.

- D. Disturbed areas outside the limit of seeding shall be spread with six inches (6") of loam to the finished grade and reseeded, as required, to bring area back to original condition.
- E. No subsoil or loam shall be handling in any way if it is in a wet or frozen condition.
- F. After loam has been spread, it shall be carefully prepared by scarifying or harrowing and hand raking. All large stiff clods, lumps, brush, roots, stumps, litter, and other foreign materials, and stones over one inch (1") in diameter shall be removed from the loam. Loam shall also be free of smaller stones in excessive quantities, as determined by the Landscape Architect.
- G. The whole surface shall then be rolled with a hand roller weighing no more than 100 lbs. per foot of width. During the rolling, all depressions caused by settlement or rolling shall be filled with additional loam and the surface shall be regraded and rolled until presenting a smooth and even finish to the required grade.
- H. Contractor shall obtain Engineer's written approval of fine grading and bed preparation.

3.04 HYDROSEEDING

- A. Contractor shall obtain Engineer's written approval of fine grading and bed preparation before doing any hydroseeding.
- B. Limit of grading and earthwork shall be limit of hydroseeding, unless otherwise indicated on the Drawings. All lawn areas disturbed outside the limit of hydroseeding shall be hydroseeded with lawn seed mix.
- C. The season for hydroseeding shall be from April 1, to May 1. The actual work shall be done, however, only during periods within this season which are normal for such work, as determined by weather conditions and by accepted practice in this locality. At his option, and on his own responsibility, the Contractor may plant seed under unseasonable conditions without additional compensation, but subject to Landscape Architect's approval of time and methods.
- D. Seed only when the bed is in a friable condition, not muddy or hard. Construction methods shall conform to hydraulic method requirements specified in the Standard Specification.
- E. Prior to the start of work, the Engineer shall be furnished with a certified statement for approval as to the number of pounds of materials to be used per 100 gallons of water. This statement shall also specify the number of square feet of hydroseeding that can be covered with the quantity of solution in the hydroseeder.

- F. Hydroseeding shall be a two-step process.
- a. Step one shall consist of hydroseeding with a hydroseed mixture of fertilizer, superphosphate and seed in the proportions necessary to accomplish the required coverage as listed below:

Fertilizer	as determined by soils tests (minimum 20 lbs./1000 SF)
Superphosphate	as determined by soils tests (minimum 25 lbs./1000 SF)
Seed	4 lbs./1000 SF or 174 lbs./acre

- b. Step two shall consist of a separate application of seed and wood cellulose fiber mulch following the first step of hydroseeding noted above. This second, separate hydroseed application shall consist of hydroseeding with a mixture of seed and wood cellulose fiber mulch in the proportions necessary to accomplish the required coverage as listed below:

Seed	1.0 lbs./1000 SF or 44 lbs./acre
Wood Cellulose Fiber	2000 lbs./acre

- G. For the two separate steps of the hydroseeding process, a mobile tank with a capacity of at least 500 gallons shall be filled with water and the respective mixtures noted above in the specified proportions per unit of area to be hydroseeded. The resulting slurry shall be thoroughly mixed by means of positive agitation in the tank. The slurry shall be applied by a centrifugal pump using the hose application techniques from the mobile tank. Only hose application shall be permitted. At no time will the mobile tank or tank truck be allowed onto the prepared seed beds. The hose shall be equipped with a nozzle of a proper design to ensure even distribution of the hydroseeding slurry over the area to be hydroseeded and shall be operated by a person thoroughly familiar with this type of seeding operation.

3.05 MAINTENANCE AND PROTECTION

- A. Maintenance shall begin immediately after any area is hydroseeded and shall continue for a minimum sixty (60) day active growing period following the completion of all hydroseeding work, and until final acceptance of the project.
- B. Maintenance shall include re-hydroseeding, watering, mowing, and fertilizing. Maintenance shall also include chemical treatments, as required for fungus and/or pest control.

- C. During the maintenance period, any decline in the condition of hydroseeded areas shall require the Contractor to take immediate action to identify potential problems and to undertake corrective measures.
- D. Watering:
 - 1. The Contractor shall provide all labor and arrange for all watering necessary to establish a grass which is five inches (5") in height minimum.
 - 2. Watering shall be done in a manner which will provide uniform coverage, prevent erosion due to application of excessive quantities over small areas, and prevent damage to the finished surface by the watering equipment. The Contractor shall furnish sufficient watering equipment to apply one complete coverage to the seeded areas in an eight hour period. At no time will a tank truck be allowed on the hydroseeded beds.
- E. After the grass in hydroseeded areas has appeared, all areas and parts of areas which, in the opinion of the Engineer, fail to show a uniform stand of grass, for any reason whatsoever, shall be reseeded and such areas and parts of areas shall be seeded repeatedly until all areas are covered with a satisfactory growth of grass. Reseeding, together with necessary grading, and fertilizing, shall be done at the expense of the Contractor who shall spread the seed by a method approved by the Engineer and during an approved season.

3.06 ACCEPTANCE

- A. Lawn Areas:
 - 1. Following the minimum required maintenance period for lawn construction, the Contractor shall request the Engineer, in writing, for a formal inspection of the completed work
 - 2. At final acceptance of the project, all areas shall have a close stand of grass with no weeds present and no bare spots greater than 3 inches (3") in diameter over greater than five percent of the overall seeded area. At least 90% of the grass established shall be permanent grass species Lawn areas shall be a height of at least five inches (5").
 - 3. Lawn seed area shall be mowed to 3" height. Inspection shall determine whether maintenance shall continue in any part.
 - 4. After all necessary corrective work and clean -up has been completed, the Engineer will certify, in writing, the acceptance of the lawns. The Contractor's responsibility for maintenance of lawns or parts of lawns shall cease on receipt of the Certificate of Acceptance.

3.07 NINETY DAY MAINTENANCE

- A. Maintenance shall begin immediately after each tree is planted and shall continue for a period of ninety (90) days from acceptance of planting. Plants shall be watered as specified herein, mulched, weeded, pruned, spayed, treated with antidessicant, fertilized, cultivated and otherwise maintained and protected for ninety (90) days. Settled trees shall be reset to proper grade and position, planting saucer restored and dead material removed. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permitting.
- B. Upon completion of planting, remove from the site excess soil and debris, and repair all damage resulting from planting operations.

3.08 GUARANTEE

- A. In order to determine "substantial completion", arrange for a preliminary inspection by the Engineer.
- B. After "substantial completion" has been reached and the minimum ninety (90) day maintenance period has expired, the Contractor shall request the Engineer, in writing, for a final inspection to determine whether the plant material is 100% acceptance. If the plant material and workmanship are acceptable, written notice will be given by the Engineer, to the Contractor, stating that the one year guarantee period begins from the date of the Certificate of Acceptance.
- C. If a substantial number of plants are sickly or dead at the time of inspection, acceptance will not be granted, and the Contractor's responsibility for maintenance of all plants shall be extended until replacements are made. All dead and unsatisfactory plants shall be promptly removed from the project. Replacements shall conform in all respects to the specifications for new plants and shall be planted in the same manner. Any unsatisfactory items shall be corrected.
- D. Plants shall be guaranteed for a period of one year and shall be alive and in satisfactory growth at the end of the guarantee period. At the option of the Owner, the sum of 10% of the total cost of the planting contract may be retained and paid to the Contractor after replacements have been made, one year from acceptance of original planting.
- E. At the end of the guarantee period, inspection will be made again by the Engineer. Any plant planted under this Contract that is dead or unsatisfactory shall be removed from the site. Each plant shall show at least 95% healthy growth and shall have the natural character of a plant of its species, in accordance with the American Nurserymen's Association standards. Dead or unsatisfactory plants shall be replaced during the normal planting season, until they live through one year and the watering schedule shall be followed, as specified in

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Quincy, MA

Site Improvements
November 14, 2009

paragraph 3.04, herein. All trees shall be straightened and pits weeded, prior to final acceptance. A final inspection for acceptance will be made after the replacements have lived through one year.

END OF SECTION

SECTION 02500

PAVING AND SURFACING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The GENERAL CONDITIONS, and applicable parts of Division 1, GENERAL REQUIREMENTS, shall be included in and made a part of this section.
- B. Requirements given herein may be affected by other related requirements of the project specification. Correlation of contract requirements is the responsibility of the Contractor.
- C. Conform to the description, materials and construction methods of the requirements of appropriate sections of the latest edition, with current Amendments, of the "Standard Specifications for Highways and Bridges, Department of Public Works, the Commonwealth of Massachusetts," hereinafter called Massachusetts Standard Specifications, except as modified herein.

1.02 SCOPE

- A. All materials and labor required for the complete installation of the work of this Section, including but not limited to:
 - 1. Construction of gravel base for drives and parking areas.
 - 2. Construction of gravel base course for walks.
 - 3. Construction of bituminous concrete drives and parking areas.
 - 4. Construction of cement concrete walks.
 - 5. Construction of granite curb.
 - 6. Installation of Bollards
 - 7. Installation of Handrails
 - 8. Installation of Benches
- D. Related Work Under Other Sections:
 - 1. Excavation, Filling and Grading - Section 02200

PART 2 - PRODUCTS

- 2.01 Compacted gravel base and sub-base shall conform to the requirements of Section 02200, Paragraph 2.01C for Granular Fill, and Section 2.01E for Gravel.
- 2.02 Bituminous concrete shall conform to the requirements of Section 460 of the MHD Standard Specifications.
- 2.03 Granite curb shall conform to MHD standard specifications for type VB granite curb
- 2.04 Cement concrete for walks, pads and pavement shall be 4,000 PSI, 3/4" stone, 610 pounds per yard cement content.
- 2.07 Parking space pavement markings shall conform to Federal Specifications TT-P-115C, Class "A" paint. Pavement markings shall be white
- 2.08 Benches shall be six feet long, Model HR310 manufacture red by Wabash Valley or equal.

PART 3 - EXECUTION

3.01 CONSTRUCTION OF SUB-BASE AND BASE COURSE

- A. Gravel fill and gravel borrow shall be uniformly graded so that it can be compacted into a hard, dense mass.
- B. The gravel shall be spread in layers from self-spreading vehicles or with power graders of approved types, or by hand methods. Gravel shall be spread to obtain the required compacted measure. The gravel shall be compacted to not less than 95% of the maximum dry density of the material, as determined by the standard AASHO Test Designation T99 Compaction Test Method C, at optimum moisture content. Testing shall be done at the Owner's Testing Laboratory at the Owner's expense, when required by the Contractor in consultation with the Owner's representative. Compaction shall continue until the surface is even and true to the proposed lines and grades within a tolerance of 3/8" above or below the required cross sectional elevations and to a maximum irregularity not exceeding 3/8" under a 10-foot line longitudinally. Any specific area, which after being rolled does not form a satisfactory, solid, stable foundation, shall be removed, replaced and compacted.

3.02 BITUMINOUS CONCRETE PAVEMENT

- A. Bituminous concrete for full depth construction shall consist of 2" binder and 1 1/2" top course bituminous. Overlay of existing pavement shall consist of 1 1/2" conforming to the above requirements for top course placed on clean surface, *and recommendations cited by the Asphalt Institute MS-17*. The Contractor shall at no cost to the owner, clean, patch, tack coat and construct leveling courses prior to

applying the top course.

- B. For the purpose of testing the finished surfaces of the base course and the top course of compacted mixtures, a 12-foot straightedge shall be used. The straightedge shall be carefully applied immediately after the first compaction by rolling and, from then on, as may be necessary until and after the final compaction of the material in place.
- C. Any irregularities which vary $\frac{1}{4}$ of an inch from the true surface in the finished surface shall be corrected. Any irregularities which vary $\frac{3}{8}$ of an inch from the true surface in base or bottom course shall be corrected. Irregularities which may develop before the completion of rolling and while the material is still workable, may be remedied by loosening the surface mixture and removing or adding materials as necessary. Any unsatisfactory irregularities or defects remaining after final compaction shall be corrected by removing and replacing with new material, as specified, to form a true and even surface. All minor surface projections, joints, and minor honeycombed surfaces shall be ironed out smoothly to grade, as may be directed.
- D. If, at any time before the final acceptance of the work, any soft, imperfect places or spots shall develop in the surface, all such places shall be removed and replaced with new materials and then compacted until the edges at which the new work connects with the old become visible. *Repair work to be executed according to recommendations cited by the Asphalt Institute.*
- E. No vehicular traffic or loads shall be permitted on the newly completed pavement until adequate stability has been attained and the materials have cooled sufficiently to prevent distortion or loss of fines.

3.03 CEMENT CONCRETE WALKS

- A. Construct 4" cement concrete walks where shown on the drawings.
- B. Premolded expansion joints shall be placed against all structures, at a maximum of 30' oc. along walks and to box out all poles, hydrants, etc.
- C. Scoring shall be made at intervals of 6'-0" maximum and as shown on the drawings.
- D. Walk finish shall be fine broom.

3.04 GRANITE CURB

- A. Furnish and set granite curb required to complete all areas designated with compacted gravel base. Existing granite may be reused.

3.05 PAVEMENT MARKINGS

- A. Apply permanent markings for parking area delineation on clean finished pavements.

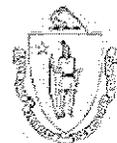
3.06 BOLLARDS, HANDRAILS AND BENCHES

- A. Bollards, handrails and benches shall be installed as detailed on the plans.

END OF SECTION



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



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

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
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: Library Site Improvements, Demolition,excavation,filling,curb realignment,handicap walkway,benches,bollards,asphalt overlay,parking lot lines, relocate handicap parking spaces,plantings/lawn work.

Job Location: 381 Hancock St.

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44.330	06/01/2010	\$44.930	12/01/2010	\$45.530
	06/01/2011	\$46.280	12/01/2011	\$46.940	06/01/2012	\$47.590
	12/01/2012	\$48.620				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44.400	06/01/2010	\$45.000	12/01/2010	\$45.600
	06/01/2011	\$46.350	12/01/2011	\$47.010	06/01/2012	\$47.660
	12/01/2012	\$48.690				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2009	\$44.520	06/01/2010	\$45.120	12/01/2010	\$45.720
	06/01/2011	\$46.470	12/01/2011	\$47.130	06/01/2012	\$47.780
	12/01/2012	\$48.810				
ADS/SUBMERSIBLE PILOT	08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760
AIR TRACK OPERATOR	12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
	06/01/2011	\$51.100	12/01/2011	\$52.350		
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250				
ASPHALT RAKER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
BACKHOE/FRONT-END LOADER	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
BARCO-TYPE JUMPING TAMPER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
	06/01/2011	\$51.100	12/01/2011	\$52.350		
BOILER MAKER	01/01/2010	\$55.850				
APPRENTICE: BOILERMAKER - Local 29						
Ratio	Step	1	2	3	4	5
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 \$38.75/2\$38.75/3\$41.19/4\$43.64/5\$46.08/6\$48.53/7\$50.97/8\$53.42						
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2010	\$68.010	08/01/2010	\$69.910	02/01/2011	\$70.900
	08/01/2011	\$73.000	02/01/2012	\$73.990		
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 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\$45.71/2\$50.17/3\$54.63/4\$59.09/5\$63.55						
BULLDOZER/GRADER/SCRAPER	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2009	\$48.250	06/01/2010	\$49.250	12/01/2010	\$50.500
	06/01/2011	\$51.500	12/01/2011	\$52.750		
CAISSON & UNDERPINNING LABORER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
	06/01/2011	\$50.350	12/01/2011	\$51.600		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
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Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: Library Site Improvements. Demolition,excavation,filling,curb realignment,handicap walkway,benches,bollards,asphalt overlay,parking lot lines, relocate handicap parking spaces,plantings/lawn work.

Job Location: 381 Hancock St.

Classification

Effective Dates and Total Rates

Classification	Effective Dates	Total Rates
CAISSON & UNDERPINNING TOP MAN	12/01/2009	\$47.100
	06/01/2010	\$48.100
CARBIDE CORE DRILL OPERATOR	12/01/2009	\$47.350
	06/01/2010	\$48.350
CARPENTER	03/01/2010	\$54.500
	09/01/2010	\$55.380
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\$25.26/2\$28.43/3\$40.29/4\$41.87/5\$45.03/6\$45.03/7\$51.35/8\$51.35		
CEMENT MASONRY/PLASTERING	02/01/2010	\$66.200
	08/01/2010	\$67.670
CHAIN SAW OPERATOR	12/01/2009	\$47.350
	06/01/2010	\$48.350
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2009	\$59.530
	06/01/2010	\$60.780
COMPRESSOR OPERATOR	12/01/2009	\$47.890
	06/01/2010	\$48.810
DELEADER (BRIDGE)	01/01/2010	\$63.410
DEMO: ADZEMAN	12/01/2009	\$47.100
	06/01/2010	\$48.100
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/01/2009	\$48.100
	06/01/2010	\$49.100
DEMO: BURNERS	12/01/2009	\$47.850
	06/01/2010	\$48.850
DEMO: CONCRETE CUTTER/SAWYER	12/01/2009	\$48.100
	06/01/2010	\$49.100
DEMO: JACKHAMMER OPERATOR	12/01/2009	\$47.850
	06/01/2010	\$48.850
DEMO: WRECKING LABORER	12/01/2009	\$47.100
	06/01/2010	\$48.100
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2009	\$58.190
DIVER	08/01/2009	\$75.090
DIVER TENDER	08/01/2009	\$60.220
DIVER TENDER (EFFLUENT)	08/01/2009	\$78.810
DIVER/SLURRY (EFFLUENT)	08/01/2009	\$101.110
ELECTRICIAN	03/01/2010	\$65.790

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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
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: Library Site Improvements, Demolition, excavation, filling, curb realignment, handicap walkway, benches, bollards, asphalt overlay, parking lot lines, relocate handicap parking spaces, plantings/lawn work.

Job Location: 381 Hancock St.

Classification

Effective Dates and Total Rates

Classification	Ratio	Step	1	2	3	4	5	6	7	8	9	10
APPRENTICE: ELECTRICIAN - Local 103												
	2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:						App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80						
1/\$40.80/2/\$40.80/3/\$48.17/4/\$48.17/5/\$50.23/6/\$52.29/7/\$54.36/8/\$56.42/9/\$58.48/10/\$60.55												
ELEVATOR CONSTRUCTOR							01/01/2010	\$65.190	01/01/2011	\$66.690	01/01/2012	\$68.190
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4												
	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 \$44.47/2/\$46.89/3/\$51.73/4/\$54.17/5/\$58.99												
ELEVATOR CONSTRUCTOR HELPER							01/01/2010	\$51.330	01/01/2011	\$52.830	01/01/2012	\$54.330
FENCE & GUARD RAIL ERECTOR							12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
							06/01/2011	\$50.600	12/01/2011	\$51.850		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)							11/01/2009	\$55.850	05/01/2010	\$56.950	11/01/2010	\$58.190
							05/01/2011	\$59.430				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)							11/01/2009	\$40.870	05/01/2010	\$41.520	11/01/2010	\$42.250
							05/01/2011	\$42.980				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)							11/01/2009	\$57.210	05/01/2010	\$58.320	11/01/2010	\$59.570
							05/01/2011	\$60.820				
FIRE ALARM INSTALLER							03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270
FIRE ALARM REPAIR / MAINTENANCE							03/01/2010	\$53.800	09/01/2010	\$54.730	03/01/2011	\$55.660
FIREMAN (ASST. ENGINEER)							12/01/2009	\$52.740	06/01/2010	\$53.810	12/01/2010	\$54.890
FLAGGER & SIGNALER							12/01/2009	\$36.300	06/01/2010	\$37.300	12/01/2010	\$37.300
							06/01/2011	\$38.300	12/01/2011	\$38.300		
FLOORCOVERER							03/01/2010	\$59.630	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 I												
	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 \$27.35/2/\$29.13/3/\$39.93/4/\$41.71/5/\$45.32/6/\$47.10/7/\$50.69/8/\$52.47												
FORK LIFT/CHERRY PICKER							12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
GENERATOR/LIGHTING PLANT/HEATERS							12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)							01/01/2010	\$52.910				

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Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: Library Site Improvements. Demolition,excavation,filling,curb realignment,handicap walkway,benches,bollards,asphalt overlay,parking lot lines, relocate handicap parking spaces,plantings/lawn work.

Job Location: 381 Hancock St.

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 \$23.86/2\$28.43/3\$30.31/4\$32.18/5\$41.26/6\$43.13/7\$45.01/8\$48.76											
HOISTING ENGINEER/CRANES/GRADALLS						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
APPRENTICE: HOIST/PORT. ENG. - Local 4											
Ratio	Step	1	2	3	4	5	6	7	8		
1:6	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1 \$29.83/2\$43.42/3\$45.31/4\$47.20/5\$49.09/6\$50.97/7\$52.86/8\$54.74											
HVAC (DUCTWORK)						02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970
						08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720
						02/01/2013	\$70.970				
HVAC (ELECTRICAL CONTROLS)						03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270
HVAC (TESTING AND BALANCING - AIR)						02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970
						08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720
						02/01/2013	\$70.970				
HVAC (TESTING AND BALANCING -WATER)						03/01/2010	\$68.730				
HVAC MECHANIC						03/01/2010	\$68.730				
HYDRAULIC DRILLS						12/01/2009	\$47.850	06/01/2010	\$48.850	12/01/2010	\$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.350		
INSULATOR (PIPES & TANKS)						09/01/2009	\$59.260	09/01/2010	\$61.660		
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston											
Ratio	Step	1	2	3	4						
1:4	%	50.00	60.00	70.00	80.00						
Apprentice wages shall be no less than the following:						Steps are 1 year					
Step 1 \$36.64/2\$41.16/3\$45.69/4\$50.21											
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						12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.850		
LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
						06/01/2011	\$50.350	12/01/2011	\$51.600		

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Prevailing Wage Rates

Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: Library Site Improvements, Demolition, excavation, filling, curb realignment, handicap walkway, benches, bollards, asphalt overlay, parking lot lines, relocate handicap parking spaces, plantings/lawn work.

Job Location: 381 Hancock St.

Classification		Effective Dates and Total Rates								
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice wages shall be no less than the following:										
Step 1\$34.63/2\$36.31/3\$39.44/4\$41.12/5\$44.26/6\$45.94/7\$47.65/8\$49.32										
MORTAR MIXER					12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600
					06/01/2011	\$50.600	12/01/2011	\$51.850		
OILER (OTHER THAN TRUCK CRANES, GRADALLS)					12/01/2009	\$41.750	06/01/2010	\$42.480	12/01/2010	\$43.220
OILER (TRUCK CRANES, GRADALLS)					12/01/2009	\$44.720	06/01/2010	\$45.550	12/01/2010	\$46.380
OTHER POWER DRIVEN EQUIPMENT - CLASS II					12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
PAINTER (BRIDGES/TANKS)					01/01/2010	\$63.410				
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:										
Step 1\$29.31/2\$34.43/3\$36.85/4\$39.27/5\$48.89/6\$51.31/7\$53.73/8\$58.57										
PAINTER (SPRAY OR SANDBLAST, NEW) *					01/01/2010	\$54.310				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New										
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:										
Step 1\$24.76/2\$31.85/3\$33.55/4\$32.24/5\$44.14/6\$45.83/7\$47.53/8\$50.92										
PAINTER (SPRAY OR SANDBLAST, REPAINT)					01/01/2010	\$52.370				
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint										
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:										
Step 1\$23.79/2\$30.78/3\$32.38/4\$33.98/5\$42.78/6\$44.38/7\$45.98/8\$49.17										
PAINTER (TRAFFIC MARKINGS)					12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
					06/01/2011	\$50.350	12/01/2011	\$51.600		
PAINTER / TAPER (BRUSH, NEW) *					01/01/2010	\$52.910				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW										
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:										
Step 1\$23.86/2\$28.43/3\$30.31/4\$32.18/5\$41.26/6\$43.13/7\$45.01/8\$48.76										

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LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: Library Site Improvements. Demolition,excavation,filling,curb realignment,handicap walkway,benches,bollards,asphalt overlay,parking lot lines, relocate handicap parking spaces,plantings/lawn work.

Job Location: 381 Hancock St.

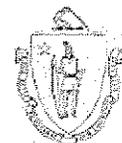
Classification	Effective Dates and Total Rates											
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2010 \$50.970											
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT												
Ratio	Step	1	2	3	4	5	6	7	8			
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00			
Apprentice wages shall be no less than the following:						Steps are 750 hrs.						
Step 1\$22.89/2\$27.36/3\$29.14/4\$30.92/5\$39.90/6\$41.68/7\$43.46/8\$47.01												
PANEL & PICKUP TRUCKS DRIVER	12/01/2009	\$44.160	06/01/2010	\$44.760	12/01/2010	\$45.360	06/01/2011	\$46.110	12/01/2011	\$46.770	06/01/2012	\$47.420
	12/01/2012	\$48.450										
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320						
PILE DRIVER	08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320						
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\$45.35/2\$47.21/3\$49.07/4\$50.93/5\$52.79/6\$54.64/7\$56.50/8\$58.36												
PIPEFITTER & STEAMFITTER	03/01/2010 \$68.730											
APPRENTICE: PIPEFITTER - Local 537												
Ratio	Step	1	2	3	4	5						
**	%	40.00	45.00	60.00	70.00	80.00						
Apprentice Rates-Step1\$33.94/2\$43.38/3\$50.29/4\$54.90/5\$59.51						** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.						
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)												
PIPELAYER	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.850		
PLUMBERS & GASFITTERS	03/01/2010 \$67.500											
APPRENTICE: PLUMBER - Local 12												
Ratio	Step	1	2	3	4	5						
**	%	35.00	40.00	55.00	65.00	75.00						
Apprentice wages shall be no less than the following:						** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr						
Step 1\$30.03/2\$32.90/3\$41.57/4\$47.32/ 4w/lic\$50.20 /5\$53.07/ 5w/lic\$55.98												
PNEUMATIC CONTROLS (TEMP.)	03/01/2010 \$68.730											
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.850		
POWDERMAN & BLASTER	12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.350	06/01/2011	\$51.350	12/01/2011	\$52.600		
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
PUMP OPERATOR (CONCRETE)	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030	12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
PUMP OPERATOR (DEWATERING, OTHER)	12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740	05/01/2009	\$40.520	05/01/2010	\$41.080	05/01/2011	\$41.690
READY-MIX CONCRETE DRIVER	05/01/2009	\$40.520	05/01/2010	\$41.080	05/01/2011	\$41.690						

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Prevailing Wage Rates

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Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: Library Site Improvements. Demolition,excavation,filling,curb realignment,handicap walkway,benches,bollards,asphalt overlay,parking lot lines, relocate handicap parking spaces,plantings/lawn work.

Job Location: 381 Hancock St.

Classification	Effective Dates and Total Rates									
RECLAIMERS	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680				
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2009	\$35.620								
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.										
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	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600				
	06/01/2011	\$50.600	12/01/2011	\$51.850						
ROLLER/SPREADER/MULCHING MACHINE	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680				
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg)	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										
Apprentice rates no less than: Step 1 \$34.48/2 \$40.86/3 \$42.58/4 \$46.02/5 \$49.50										
SHEETMETAL WORKER	02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970				
	08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720				
	02/01/2013	\$70.970								
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:										
Step 1 \$90.00/2 \$26.51/3 \$35.36/4 \$37.38/5 \$46.40/6 \$55.63										
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
Steps are 4 mos.										
SLATE / TILE / PRECAST CONCRETE ROOFER	02/01/2009	\$54.110								
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820				
	06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880				
	12/01/2012	\$48.910								

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Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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



Prevailing Wage Rates

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

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

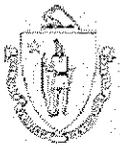
Description of Work: Library Site Improvements. Demolition,excavation,filling,curb realignment,handicap walkway,benches,bollards,asphalt overlay,parking lot lines, relocate handicap parking spaces,plantings/lawn work.

Job Location: 381 Hancock St.

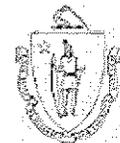
Classification	Effective Dates and Total Rates												
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2009	\$44.910	06/01/2010	\$45.510	12/01/2010	\$46.110							
	06/01/2011	\$46.860	12/01/2011	\$47.520	06/01/2012	\$48.170							
	12/01/2012	\$49.200											
SPRINKLER FITTER	03/16/2010	\$69.700											
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\$35.04/2\$37.82/3\$40.60/4\$43.38/5\$46.16/6\$48.94/7\$51.72/8\$54.50/9\$57.28/10\$60.06													
STEAM BOILER OPERATOR	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680							
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680							
TELECOMMUNICATION TECHNICIAN	03/01/2010	\$53.800	09/01/2010	\$54.730	03/01/2011	\$55.660							
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103													
Ratio	Step	1	2	3	4	5	6	7	8				
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00				
Apprentice wages shall be no less than the following:													
Step 1\$34.59/2\$36.14/3\$37.70/4\$39.25/5\$40.80/6\$42.35/7\$44.5/8\$47.00													
TERRAZZO FINISHERS	02/01/2010	\$66.950	08/01/2010	\$68.850	02/01/2011	\$69.840							
	08/01/2011	\$71.940	02/01/2012	\$72.930									
APPRENTICE: 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:													
Step 1\$45.18/2\$49.53/3\$53.89/4\$58.24/5\$62.60													
TEST BORING DRILLER	12/01/2009	\$48.500	06/01/2010	\$49.500	12/01/2010	\$50.750							
	06/01/2011	\$51.750	12/01/2011	\$53.000									
TEST BORING DRILLER HELPER	12/01/2009	\$47.220	06/01/2010	\$48.220	12/01/2010	\$49.470							
	06/01/2011	\$50.470	12/01/2011	\$51.720									
TEST BORING LABORER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350							
	06/01/2011	\$50.350	12/01/2011	\$51.600									
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680							
TRAILERS FOR EARTH MOVING EQUIPMENT	12/01/2009	\$45.200	06/01/2010	\$45.800	12/01/2010	\$46.400							
	06/01/2011	\$47.150	12/01/2011	\$47.810	06/01/2012	\$48.460							
	12/01/2012	\$49.490											
TUNNEL WORK - COMPRESSED AIR	12/01/2009	\$59.430	06/01/2010	\$60.680	12/01/2010	\$61.930							
	06/01/2011	\$63.180	12/01/2011	\$64.430									
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/01/2009	\$61.430	06/01/2010	\$62.680	12/01/2010	\$63.930							
	06/01/2011	\$65.180	12/01/2011	\$66.430									
TUNNEL WORK - FREE AIR	12/01/2009	\$51.500	06/01/2010	\$52.750	12/01/2010	\$54.000							
	06/01/2011	\$55.250	12/01/2011	\$56.500									

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
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DEVAL L. PATRICK
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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
LAURA M. MARLIN
Commissioner of Division of Occupational Safety

Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: Library Site Improvements. Demolition,excavation,filling,curb realignment,handicap walkway,benches,bollards,asphalt overlay,parking lot lines, relocate handicap parking spaces,plantings/lawn work.

Job Location: 381 Hancock St.

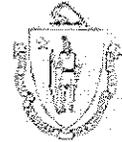
Classification	Effective Dates and Total Rates							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/01/2009	\$53.500	06/01/2010	\$54.750	12/01/2010	\$56.000		
	06/01/2011	\$57.250	12/01/2011	\$58.500				
VAC-HAUL	12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820		
	06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880		
	12/01/2012	\$48.910						
WAGON DRILL OPERATOR	12/01/2009	\$47.350	06/01/2010	\$48.350	12/01/2010	\$49.600		
	06/01/2011	\$50.600	12/01/2011	\$51.850				
WASTE WATER PUMP OPERATOR	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030		
WATER METER INSTALLER	03/01/2010	\$67.500						
Outside Electrical - East								
CABLE TECHNICIAN (Power Zone)	08/31/2008	\$32.380						
CABLEMAN (Underground Ducts & Cables)	08/31/2008	\$42.160						
DRIVER / GROUNDMAN CDL	08/31/2008	\$37.490						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)	08/31/2008	\$30.320						
EQUIPMENT OPERATOR (Class A CDL)	08/31/2008	\$46.160						
EQUIPMENT OPERATOR (Class B CDL)	08/31/2008	\$39.800						
GROUNDMAN	08/31/2008	\$29.820						
GROUNDMAN -Inexperienced (<2000 Hrs.)	08/31/2008	\$25.460						
JOURNEYMAN LINEMAN	08/31/2008	\$53.830						
APPRENTICE: LINEMAN (Outside Electrical) - East Local 104								
Ratio	Step	1	2	3	4	5	6	7
1:2	%	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\$39.86/2\$39.85/3\$41.85/4\$43.85/5\$45.84/6\$47.85/7\$49.84								
TELEDATA CABLE SPLICER	03/01/2007	\$27.330						
TELEDATA LINEMAN/EQUIPMENT OPERATOR	03/01/2007	\$27.330						
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.								

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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



DEVAL L. PATRICK
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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
 LAURA M. MARLIN
 Commissioner of Division of Occupational Safety

Prevailing Wage Rates

Awarding Authority: City of Quincy

Contract Number:

City/Town: QUINCY

Description of Work: Library Site Improvements. Demolition,excavation,filling,curb realignment,handicap walkway,benches,bollards,asphalt overlay,parking lot lines, relocate handicap parking spaces,plantings/lawn work.

Job Location: 381 Hancock St.

Classification

Effective Dates and Total Rates

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.

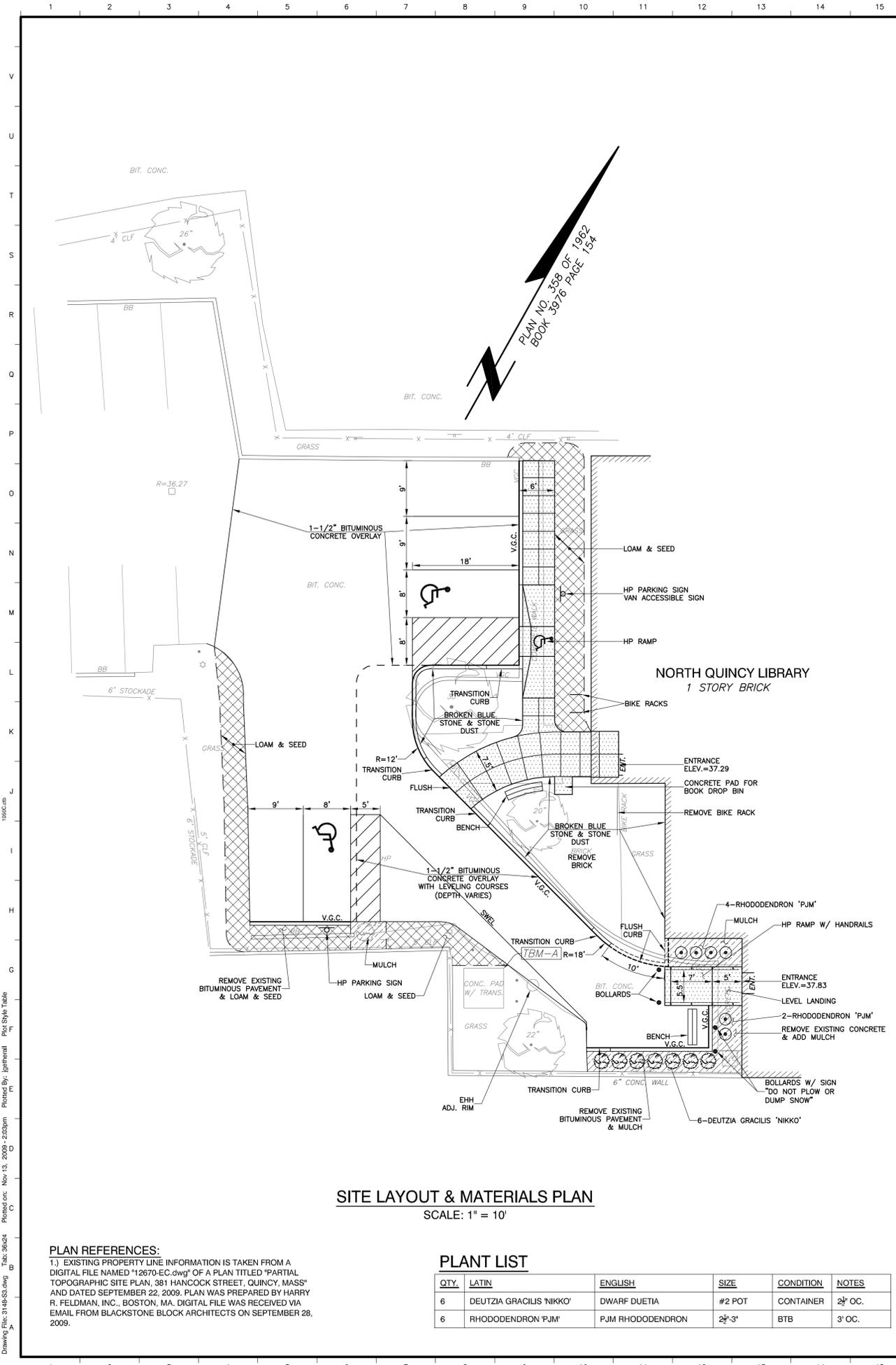
All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

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

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** 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:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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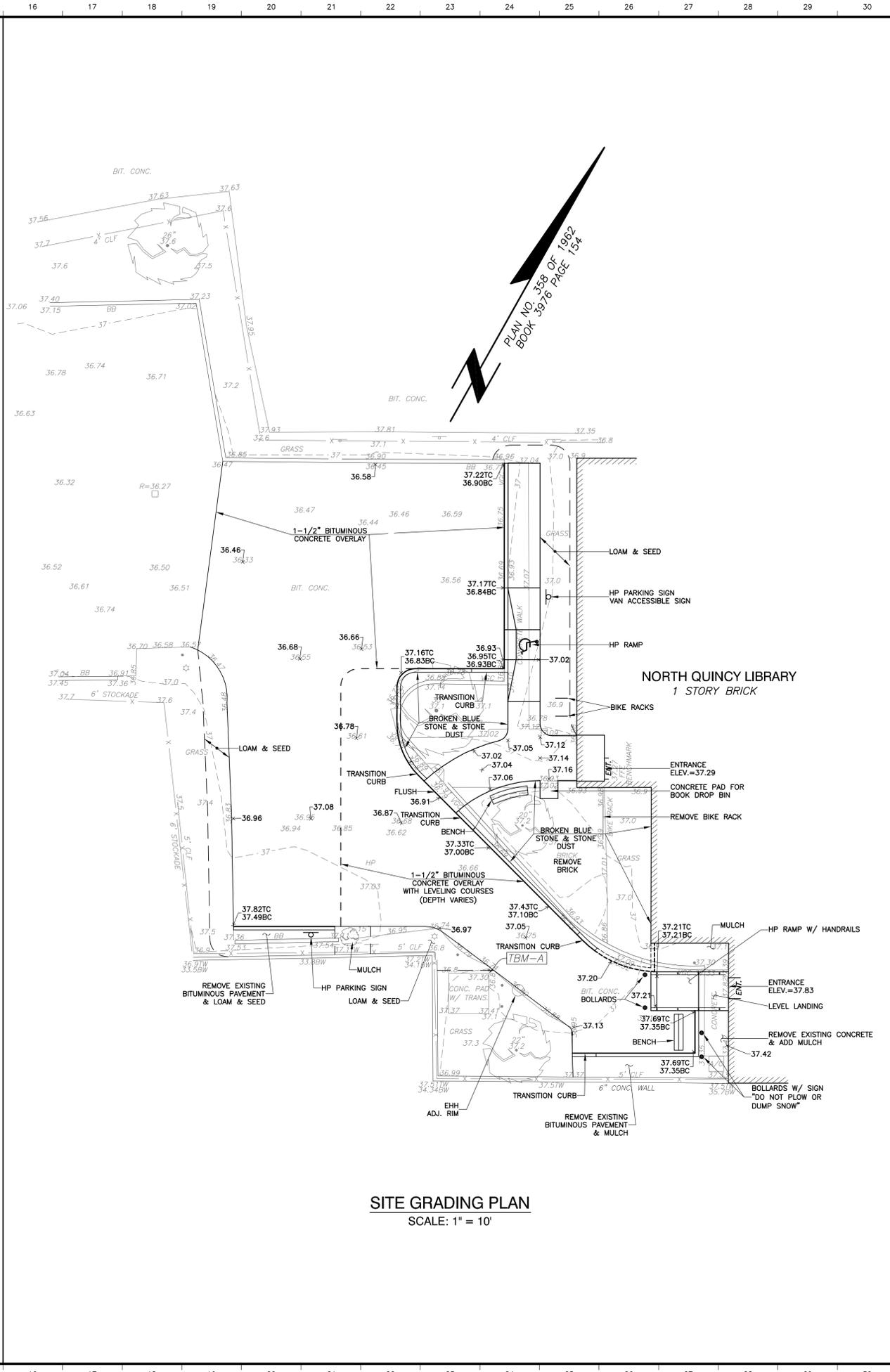


SITE LAYOUT & MATERIALS PLAN
SCALE: 1" = 10'

PLAN REFERENCES:
1.) EXISTING PROPERTY LINE INFORMATION IS TAKEN FROM A DIGITAL FILE NAMED "12670-EC.dwg" OF A PLAN TITLED "PARTIAL TOPOGRAPHIC SITE PLAN, 381 HANCOCK STREET, QUINCY, MASS" AND DATED SEPTEMBER 22, 2009. PLAN WAS PREPARED BY HARRY R. FELDMAN, INC., BOSTON, MA. DIGITAL FILE WAS RECEIVED VIA EMAIL FROM BLACKSTONE BLOCK ARCHITECTS ON SEPTEMBER 28, 2009.

PLANT LIST

QTY	LATIN	ENGLISH	SIZE	CONDITION	NOTES
6	DEUTZIA GRACILIS 'NIKKO'	DWARF DUETIA	#2 POT	CONTAINER	2 1/2' OC.
6	RHODODENDRON 'PJM'	PJM RHODODENDRON	2 1/2'-3'	BTB	3' OC.



SITE GRADING PLAN
SCALE: 1" = 10'

LEGEND

- x—154.75 SPOT GRADE
- GRASS
- VERTICAL GRANITE CURB
- FLUSH GRANITE CURB
- CONCRETE WALK
- AREA OF LOAM & SEED
- AREA OF MULCH
- WCR RAMP

- NOTES:**
- THE CONTRACTOR SHALL GIVE TWENTY FOUR (24) HOUR NOTICE TO PERTINENT CITY DEPARTMENTS BEFORE COMMENCING ANY WORK IN THE FIELD.
 - ALL SITE WORK AND MATERIALS SHALL CONFORM WITH THE CITY OF QUINCY BUILDING DEPT. REQUIREMENTS.
 - UNDERGROUND UTILITIES, AS SHOWN, WERE DERIVED FROM FIELD INVESTIGATION AND PLANS OF RECORD AND MAY NOT BE COMPLETE OR ACCURATE. CONTACT "DIG-SAFE" A MINIMUM OF 72 HOURS PRIOR TO COMMENCING SITE WORK.
 - ALL DISTURBED AREAS, NOT OTHERWISE DESIGNATED, SHALL BE COVERED WITH 4" OF LOAM AND HYDROSEED.
 - ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
 - ELEVATIONS REFER TO SITE PLAN DATUM.
 - IF EXISTING ABANDONED UTILITY LINES ARE ENCOUNTERED THEY SHALL BE CUT AND CAPPED.
 - CONTRACTOR TO EMPLOY MEASURES TO CONTROL DUST DURING CONSTRUCTION.
 - REMOVE ALL EXISTING BITUMINOUS CONCRETE AND CEMENT CONCRETE FROM WITHIN THE PROPOSED WALKS AND LANDSCAPE AREAS. UNLESS OTHERWISE NOTED, ALL ITEMS WITHIN THESE LIMITS OF WORK ARE TO BE DEMOLISHED AND REMOVED FROM THE SITE.
 - ADJUST ALL RIM ELEVATIONS OF EXISTING MANHOLES, WATER GATES, GAS GATES AND OTHER UTILITIES TO FINISHED GRADE WITHIN LIMITS OF SITE WORK.
 - AREAS DESIGNATED FOR LOAM & SEED SHALL HAVE A MINIMUM OF 4" OF LOAM AND HYDROSEED. EXISTING TOPSOIL CAN BE REUSED FOR LOAM.
 - MULCH AREAS SHALL HAVE A MINIMUM OF FOUR (4) INCHES OF MULCH.
 - BLUE CHIP/STONE DUST AREA SHALL HAVE ALL EXISTING BRICK AND TOP SOIL REMOVED. AREA SHALL BE FINE GRADED AND COVERED WITH MIRAFI 500X FABRIC OR EQUAL. BLUE CHIP/STONE/STONE DUST SHALL BE SPREAD OVER THE FABRIC AND COMPACTED TO A 4 INCH DEPTH.



REVISIONS

NO.	DATE	DESCRIPTION

ISSUE	DATE	DESCRIPTION

NORTH QUINCY LIBRARY
381 HANCOCK STREET
QUINCY, MASSACHUSETTS

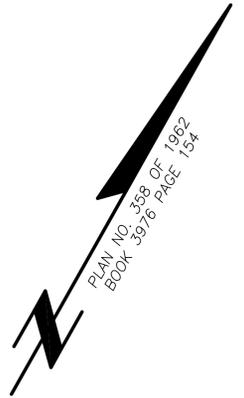
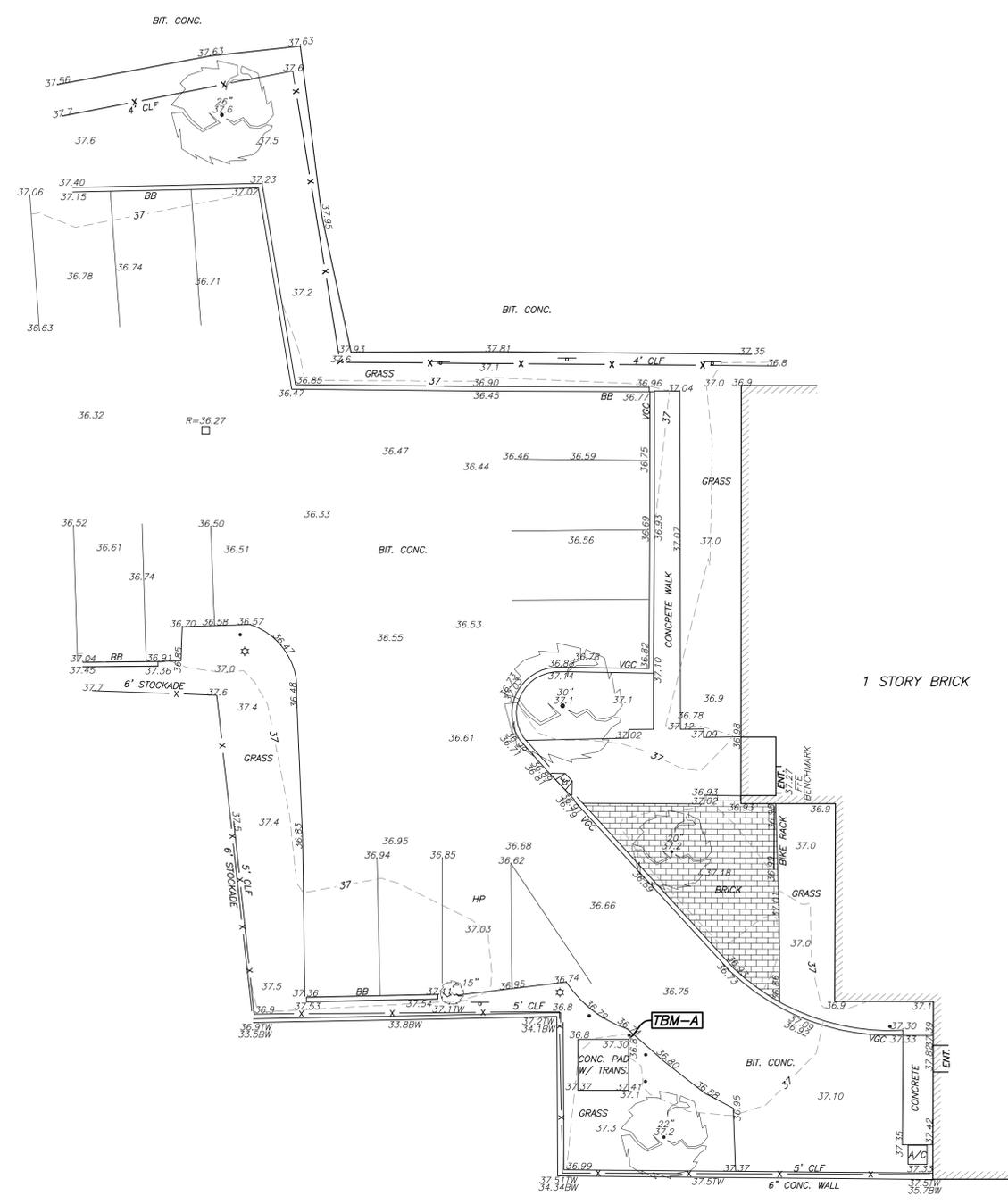
SITE PLAN

hwmooore ASSOCIATES, INC.
CIVIL ENGINEERING / LAND PLANNING
112 Shawmut Avenue, Boston, MA 02118-2227
tel: 617-357-8145 fax: 617-357-9495 web: hwmooore.com

Drawing File: s14833.dwg
 Title: 381-2
 Plotted on: Nov 13, 2009 - 2:03pm
 Plotted By: jpathwell
 Plot Style Table:

HOLMES STREET

TBM-B



PLAN NO. 358 OF 1962
BOOK 3976 PAGE 154

LEGEND:

- ⊙ DRAIN MANHOLE
- ◻ HANDICAP RAMP
- ⊕ CATCH BASIN
- ⊕ LIGHT POLE
- ⊕ UTILITY POLE
- ⊕ SIGN
- ⊕ DECIDUOUS TREE
- A/C AIR CONDITIONING UNIT
- VGC VERTICAL GRANITE CURB
- HP HANDICAP PARKING
- BOLLARD
- BIT. CONC. BITUMINOUS CONCRETE
- BB BIT. CONC. BERM
- CLF CHAIN LINK FENCE
- ENT ENTRANCE
- BW BOTTOM OF WALL
- TW TOP OF WALL
- FFE FIRST FLOOR ELEVATION
- TBM TEMPORARY BENCH MARK
- BC BOTTOM OF CURB
- TC TOP OF CURB
- R= RIM ELEVATION
- X FENCE

NOTES:

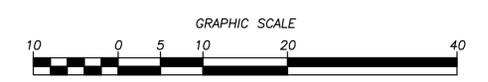
- 1) BENCH MARK INFORMATION:
 - BENCH MARK USED :
FIRST FLOOR ELEVATION OF PROPOSED BUILDING TAKEN FROM A PLAN ENTITLED "SITE PLAN NEW NORTH QUINCY BRANCH THOMAS CRANE PUBLIC LIBRARY, 381 HANCOCK ST. QUINCY", DATED OCTOBER 23, 1962, PREPARED BY HANLON AND DONAHUE. ELEVATION= 37.25
 - TEMPORARY BENCH MARKS SET :
TBM A- CHISELED SQUARE LOCATED ON THE NORTHEAST CORNER OF CONCRETE PAD WITH TRANSFORMER, AS SHOWN ON PLAN. ELEVATION= 37.30
TBM B- SPIKE IN UTILITY POLE ONE FOOT ABOVE GRADE, AS SHOWN ON PLAN. ELEVATION= 36.25
- 2) ELEVATIONS REFER TO SITE PLAN DATUM.
- 3) CONTOUR INTERVAL EQUALS ONE (1) FOOT.
- 4) THIS DOCUMENT IS AN INSTRUMENT OF SERVICE OF HARRY R. FELDMAN, INC. ISSUED TO OUR CLIENT FOR PURPOSES RELATED DIRECTLY AND SOLELY TO HARRY R. FELDMAN INC.'S SCOPE OF SERVICES UNDER CONTRACT TO OUR CLIENT FOR THIS PROJECT. ANY USE OR REUSE OF THIS DOCUMENT FOR ANY REASON BY ANY PARTY FOR PURPOSES UNRELATED DIRECTLY AND SOLELY TO SAID CONTRACT SHALL BE AT THE USER'S SOLE AND EXCLUSIVE RISK AND LIABILITY, INCLUDING LIABILITY FOR VIOLATION OF COPYRIGHT LAWS, UNLESS WRITTEN CONSENT IS PROVIDED BY HARRY R. FELDMAN, INC.

I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY.

PARTIAL TOPOGRAPHIC SITE PLAN
381 HANCOCK STREET
QUINCY, MASS.

SCALE: 1"=10' SEPTEMBER 22, 2009
HARRY R. FELDMAN, INC. LAND SURVEYORS
112 SHAWMUT AVENUE PHONE: (617)357-9740
BOSTON, MASS. 02118 WWW.HARRYRFELDMAN.COM

FELDMAN
Professional Land Surveyors



RESEARCH RGA	FIELD CHIEF JG	CHECKED	APPROVED	FILE NAME 12670-EC
CALC BH	CADD BH	FIELD CHECKED	CRD FILE 12670	JOB NO. 12670



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

Phone: 376-1060
Fax: 376-1074

ADDENDUM NUMBER #1

RE: BID DUE : APRIL 8, 2010 @ 11:30 a.m.

BID/RFP TITLE: NORTH QUINCY LIBRARY SITE IMPROVEMENT

PLEASE NOTE :

Addendum #1

Please note:

Several questions have been asked by potential bidder relative to the above referenced Invitation to Bid. The questions and answers are below.

Q. Is the gravel item on the unit price form used for all gravel on the site, or should the gravel/dense grade under the paving and curbing be carried under their respective unit prices?

A. *Yes, use the gravel item for all gravel/dense grade material.*

Q. I was unable to find a specification for the benches.

A. *Benches are specified in Section 02500, para. 2.08.*

Q. Is the pricing for the HC parking signs to be carried under the same item as the 4" reflectorized lines?

A. *Carry the price for the HP signs and posts in the 4" reflectorized lines*

Q. There are two bollards on the unit price form and four are shown on the plan. Is two correct?

A. *Change bollard quantity to 4.*

- Q.** Is there a specification for the type of stone dust used where the brick area is existing?
- A.** Stone dust shall be crushed blue limestone with a maximum particle size of 3/8 of an inch. A sample of the material is to be submitted for approval. After the stone dust has been placed, it must be wetted and compacted.

PLEASE SIGN THIS SHEET AND ATTACH IT TO YOUR BID, AS IT IS NOW A PART OF THE BID.


Kathryn R. Hobin
Purchasing Agent

Date: _____

Bidder's Signature: _____