File No. 5612 – Construction Materials & Equipment – Thursday, October 13, 2011 @ 11:00 AM

FORMAL BID	
FILE NO.: 5612	
COMMODITY: CONSTRUCTION MATERIALS & EQUIPMENT	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Cynthia H. Griffin, Purchasing Agent PH: (617)349-4310 FX: (617)349-4008
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, September 29, 2011** which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, October 13, 2011. The bid may be downloaded off the City's web site, www.cambridgema.gov, Online Services, Purchasing Current Bid List, Formal bid 5612.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Formal Bid and all attachments hereto. **"The submitted bid must be without conditions or exceptions".**

The envelope containing the bid must be labeled: "This envelope contains a bid for **CONSTRUCTION MATERIALS & EQUIPMENT opened at 11:00 a.m. on Thursday, October 13, 2011. The bid and all documents submitted with it are public records. Parking is limited at this location. It is strongly recommended that the bids are mailed or delivered in advanced of the due date and time. Late bids will not be accepted.**

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Formal Bid.

This bid includes addenda numbered:_____

SIGNATURE OF BIDDER:_____

TITLE OF SIGNATORY_____

ADDRESS OF BIDDER_____

TELEPHONE NUMBER_____**FAX NUMBER:**_____

Please check one of the following and insert the requested information:

( ) Corporation, incorporated in the State of:_____

( ) Partnership. Names of partners:_____

( ) Individual:_____

Email address:_____

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

TERMINATION OF CONTRACT: Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

NAME OF BIDDER: _____

File No. 5612 – Construction Materials & Equipment – Thursday, October 13, 2011 @ 11:00 AM

TO: Cynthia H. Griffin, Purchasing Agent
City Hall, Cambridge Ma. 02139

The undersigned hereby proposes to furnish and deliver **Construction Materials & Equipment** to the City of Cambridge, for a period of one year, with an option to renew for one additional year at the sole discretion of the City, all in accordance with the attached specifications, drawings and proposal schedule.

One award will be made as a result of this formal bid. The contract will be awarded to the responsive and responsible bidder offering the lowest total price for year one. Prices must remain FIRM during the entire contract period. **A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one. The City will renew year two depending on the performance of the contractor and the price for the subsequent years**.

Contract will be awarded within forty five days of the bid opening, unless award date is extended by consent of all parties concerned.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

A sample contract is attached hereto. The Bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.

PLEASE SUBMIT YOUR BID IN DUPLICATE.

Questions concerning this Invitation to Bid must be submitted in writing and faxed to Fax # 617-349-4008. All questions must be submitted no later than Thursday, October 6, 2011 by 4:00 p.m. An addendum will be posted to the website to notify all bidders of the questions and answers. Bidders will not be notified individually of Addendums.

Please review the bidders list on the website. If your firm in not listed on the bidders list, please click on "Registry" and notify us that you have downloaded the bid document.

Confidentiality and Public Records Law
All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

LIVING WAGE REQUIREMENTS

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2011 is $13.90. The Living Wage Requirements are attached.

Bid Results

The tab sheet and the contract award information will not be mailed to the bidder individually. A tab sheet with the Bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" Information as soon as it's determined

NAME OF BIDDER:_____

TECHNICAL SPECIFICATIONS

Payment for all items will be at the contract unit bid price and shall include full compensation for the materials to be delivered to the DPW yard at Cambridge Park Dr or 147 Hampshire St, Cambridge or various sites locations as directed by the Street Division with satisfactory compliance with the specification.

ITEM 1 – PEASTONE

TONS

PEASTONE shall be of graded coarse aggregate, produced by washing and screening natural gravel. It shall be formed by the natural disintegration of numerous types and colors of rocks by glacial or riverbed action into primarily round particles.

ITEM 2 - GRAVEL SUBBASE **TONS**

The following specification describes the GRAVEL SUBBASE to be provided to the City of Cambridge Department of Public Works Street Division. This item shall conform to the relevant provisions of the Mass DOT Standard Specifications for Highways and Bridges Material Specification M1.03.1 as indicated below

Sieve Size	Percent passing by Weight
3-inch	100
1-1/2-inch	70-100
3/4- inch	50-85
No.4	30-60
No.200	0-10

ITEM 3 - STONE DUST **TONS**

The STONE DUST shall be of Mass DOT Standard Material Specification M2.05.0. The setting bed for the STONE DUST shall be product from a stone crusher that completely passes the No. 4 sieve and not less than 40% passes a No. 8 Sieve.

ITEM 4 - CRUSHED STONE **TONS**

Crushed stone shall consist of clean, hard, durable angular pieces and shall be free from loam, clay, fine sand and deleterious materials. It shall be uniformly graded and ranging in size from 1/2 inch to 3/4 inches, and conforming to Mass DOT Standard Specifications for Highways and Bridges Material Specification M2.01.1 and M2.01.2.

ITEM 5 - WIRE CUT BRICKS **EACH**

BRICK shall be of “Pathway Full Range” bricks manufactured by Pine Hall Brick, Winston-Salem, NC, or an equal approved by the Engineer. Size shall be 4’’ W by 8’’ L by 2¼” D. BRICK shall meet or exceed the requirements of ASTM C902, Class SX, Abrasion Type I, and Application PS.

ITEM 6 THRU 7 READY MIXED CONCRETE **CUBIC YARD**

CONCRETE shall conform to the 1995 Mass DOT Standard Specifications, M4.02.00 through M4.02.12. and be 4000 PSI at 28 day test, 3/4 inch coarse aggregate, 610 pounds cement per cubic yard, 6% air entrained (AASHTO - M154), Type A water reducing admixture (AASHTO - M194), 3 to 4 inch slump, and Type II dark-colored by adding 1-to 1 1/2 lbs. of lamp black per cubic yard at the plant.

No work will be required to be performed under this item. Delivery only. Advanced notification for ordering and canceling a concrete delivery shall be at least 24 hours.

ITEM 8 - LANDSCAPING IRON EDGE **LINEAR FEET**

Landscaping Iron Edge are to be L-shaped galvanized. Sections are to be notched to provide for smooth curves and crisp angles. Height: 1.5", Flange: 1.75", Lengths: 6'0" or 8' 0", Thickness: 16 gauge. Spikes are to be galvanized spiral not less than 10" in length.

ITEM 9 – CAST IN PLACE TRUNCATED DOMES **EACH**

The item shall conform to the relevant provision of the ADA Regulations for Detectable Warning on Curb Ramps: raised truncated domes with a diameter of nominal 0.9", a height of nominal 0.2", and a center-to-center spacing of 1.67" minimum, and 2.35" maximum. Size to be 24"x60" as supplied by ADA Solutions, INC or approved equal. See Appendix A for details.

ITEM 10 THRU 11 – BLACK ASPHALT DIP CAST IRON DETECTABLE WARNING PLATES **EACH**

The item shall conform to the relevant provision of the ADA Regulations for Detectable Warning on Curb Ramps: raised truncated domes with a diameter of nominal 0.9", a height of nominal 0.2", and a center-to-center spacing of 1.67" minimum, and 2.35" maximum. Sizes to be 24"x24 and 12"x24" as supplied East Jordan Iron Works or approved equal.

ITEM 12 THRU 14 - 24X24 INCH SQUARE CATCHBASIN FRAME AND COVERS **EACH**

FRAME and COVERS shall conform to the Mass DOT Standard Specifications. Castings shall be Massachusetts Standard Heavy Duty Type "F".

ITEM 15 THRU 17 - MANHOLE FRAME AND COVERS **EACH**

FRAME and COVERS shall conform to the Mass DOT Standard Specifications. Castings shall be Massachusetts Standard Heavy Duty Type 'A'. Frames and Covers are to be LeBaron LK 110 & L26C2 (East Jordan Iron Works Catalog Number 2111) or approved equal. See Appendix A for details and product number.

Covers for sanitary sewer, or combined sewer manholes or common manholes shall be marked **SEWER**. Covers for storm drain manholes shall be marked **STORM.**

ITEM 18 – MANHOLE EXTENSION RINGS **EACH**

EXTENSION RINGS are to be LeBaron Type 5 or Type 3 or similar approved. Risers shall be manufactured of A-36 Steel. All risers are welded to American Welding Society specifications. Upper sections shall be 3/8" thick, lower section are ¾" thick, continuously welded. Adjustment device shall be solid ¾" Type 304 stainless steel. Adjustment nuts shall be solid 1"X1 ¾" C1020 Steel. All risers shall be of finished with black asphalt paint.

ITEM 19 THRU 20 – ROUND MULTI-PURPOSE RUBBER ADJUSTMENT **EACH**

Multi- Purpose Rubber Composite Adjustment Risers are to be as specified by East Jordan Iron Works or approved equal.

ITEM 21 – 2'' WATER GATE VALVE BOX EXTENSION **EACH**

Valve boxes extension adaptors shall be for use in raising our 5 ¼ Shaft Buffalo Type Valve Boxes. See Appendix A for drawing details.

ITEMS 22 THRU 23 - CATCH BASIN "DO NOT DUMP" SIGN (TYPE A and TYPE B) **EACH**

The Catch Basin Sign shall be of LeBaron Foundry Inc. catalog No. L0814C03-000 or approved equal.

ITEM 24 - 6 FEET PLASTIC JERSEY BARRIERS **EACH**

The Plastic Jersey Barriers shall be 6 Feet length, 2 Feet wide (at base), and 3 Feet 6 Inches height with standard weight of 170 pounds. See Appendix A for details.

ITEM 25 - EXCAVATOR (RENTAL) **DAYS**

The following specification describes the Excavator to be provided for rental for the city of Cambridge, Department of Public Works Street Divisions. This item shall be of Type 235 Caterpillar rubber tire excavator or similar approved.

All the labor and equipment must be available for use during the contract period. There is no guarantee of the use of each labor or equipment use. The actual use will be determined on an as-needed basis through work orders issued by the Cambridge DPW.

Payment for this item will be at the contract unit price per day rate (Monday to Friday from 7am to 3pm) and shall include full compensation for the excavator delivered to the DPW yard at Cambridgepark Dr or 147 Hampshire St, with satisfactory compliance with the specification.

ITEM 26 - CONCRETE REPAIR MATERIAL FOR BULK FILL **PER CONTAINER**

Belzona 4124 (Bulk Fill) or similar approved
Material shall comply with the requirements of ISO 9001:2000 and any similar product should comply with all technical data. See Appendix A for details.

Payment for this item will be per container (20KG) delivered to 147 Hampshire Street, Cambridge,MA

ITEM 27 - CONCRETE REPAIR MATERIAL **PER CONTAINER**

Belzona 4111(Magma- Quartz) or similar approved. Material shall comply with the requirements of of ISO9001:2000 and any similar product should comply with all technical data. See Appendix A for details.

Payment for this item will be per container (15KG) delivered to 147 Hampshire Street, Cambridge,M A

ITEM 28 ORGANIC FERTILIZER 5-4-5 **50 # BAG**

Replenish 5-4-5 or similar approved. Organic based fertilizer derived from composted poultry manure, rock phosphate, sulfate of potash, ammonium sulfate and methylene urea. Delivery by pallet – 40 bags.

5.00% Total Nitrogen
4.00% Available Phosphate
5.00% Soluble Potash
7.25% Calcium
3.1% Combined Sulfur

ITEM 29 ORGANIC FERTILIZER 10-2-5 **50 # BAG**

Replenish 10-2-5 or similar approved. Organic based fertilizer derived from composted poultry manure, rock phosphate, sulfate of potash, ammonium sulfate and methylene urea. Delivery by pallet – 40 bags.

10.00% Total Nitrogen
2.00% Available Phosphate
5.00% Soluble Potash
5.75% Calcium
6.0% Combined Sulfur

ITEM 30 ORGANIC FERTILIZER 16-1-5 **50 # BAG**

Replenish 16-1-5 or similar approved. Organic based fertilizer derived from composted poultry manure, rock phosphate, sulfate of potash, ammonium sulfate and methylene urea. Delivery by pallet – 40 bags.

16.00% Total Nitrogen
1.00% Available Phosphate
5.00% Soluble Potash
4.40% Calcium
2.0% Combined Sulfur

ITEM 31 FERTILIZER PLUS SOIL CONDITIONER **50 # BAG**

Sili-Cal SS or similar approved. Granulated premium fertilizer plus soil conditioner.
Delivery by pallet – 40 bags.

Guaranteed Analysis
21.00% Calcium
2.50% Total Magnesium
    2.00% Water Soluble Magnesium
    Derived from: Calcium Silicate and Magnesium Sulfate
Soil Conditioner
29.00% Silicone Dioxide
71.00% Total Other Ingredients
    Derived from: Calcium Silicate

ITEM 32 PREMIUM GRASS SEED BLEND **50 # BAG**

A premium grass seed blend with a combination of the newest and best turf-type perennial ryegrass, and two highly aggressive Kentucky bluegrass varieties.

50 % Futura 3000 perennial rye
25 % Touchdown Kentucky bluegrass
25% Mercury Kentucky bluegrass

Insurance Requirements

The Contractor shall provide evidence of insurance coverage as listed below. This insurance shall be provided at theContractor's expense and shall be in full force and effect during the full term of this contract.

WORKERS COMPENSATION

Worker's compensation: Per M.G.L. c. 149, s. 34 and c152 as amended

PUBLIC LIABILITY

Personal Injury	$250,000 each occurrence $500,000 aggregate
Property Damage	$250,000 each occurrence $500,000 aggregate

VECHICLE LIABILITY

Personal Injury	$500,000 each person $1,000,000 aggregate
Property Damage	$300,000

The owner shall be named as additional insured on the Contractor's liability Policies.
The Contractor shall not commence the work until proof of compliance with this section has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that all required coverage is in force.

If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other part and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

Quality Requirements:

A " NO" response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid.

Circle Yes or No for each of the following Quality Requirements.

1. Bidder has a minimum of two year's experience in the supply of construction materials. YES NO

BID SUBMISSION REQUIREMENTS

Failure to submit documents requested may result in the determination that your bid is non responsive unless the City deems such failure to be a minor informality.

1. Bidder shall provide references from three current clients for whom they have provided similar services for at least one year. Bidder shall include company name, contact name, address and telephone number. The City reserves the right to use itself as a reference.

2. Bidder must provide shop drawing or catalogue cut for each bid item to demonstrate that its product meets the specifications.

PERFORMANCE MEASUREMENTS

Contractors are required to maintain a high level of performance. Performance Measurements have been developed to maintain customer satisfaction and performance will be monitored in the following areas:

CUSTOMER SATISFACTION

Deliveries are to be made within the time period designated by the City.

PRODUCT QUALITY

Products provided meet or exceed specifications and meet all warranties, express and implied.

File No. 5612 – Construction Materials & Equipment – Thursday, October 13, 2011 @ 11:00 AM

Year One Price Proposal Sheet

The items are to be delivered to the Department of Public Works at 147 Hampshire Street, Cambridge, Massachusetts 02139 or as specified in the technical specifications, throughout the contract year as requested by the City. Items will be ordered on an as needed base. The quantities listed below are estimates only. The City makes no guarantee as to the actual quantities to be purchased under this contract.
Pricing shall include shipping and delivery charges.

In order to compare prices on a uniform basis all bidders must submit a unit price and a total for each of the thirty two items referenced on the price proposal sheets

ITEM NO.	ITEM UNIT BID PRICE WRITTEN IN WORDS	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	PEA STONE AT _____ TONS	15	$	$
2	GRAVEL SUB BASE AT_____ TONS	500	$	$
3	STONE DUST AT_____ TONS	200	$	$
4	CRUSHED STONE AT_____ TONS	15	$	$
5	WIRE CUT BRICKS AT_____ EACH	8,000	$	$
6	READY MIXED CONCRETE ORDERED 6CY or MORE AT_____ CUBIC YARD	100	$	$
7	REDDY MIXED CONCRETE ORDERED 3CY or LESS AT_____ CUBIC YARD	100	$	$
8	LANDSCAPING IRON EDGE AT_____ LINEAR FEET	300	$	$
9	CAST IN PLACE TRUNCATED DOMES 24"x60" AT_____ EACH	30	$	$
10	24”x24”BLACK ASPHALT DIP CAST IRON DETECTABLE WARNING PLATES At_____ Each	12	$	$
11	12”x24”BLACK ASPHALT DIP CAST IRON DETECTABLE WARNING PLATES AT_____ EACH	6	$	$

NAME OF BIDDER:_____

12	24"x24" SQURE CATCHBASIN GRATE TYPE "F " AT_____ EACH	20	$	$
13	24"x24"SQUARE CATCHBASIN FRAME 8'' HIGH AT_____ EACH	15	$	$
14	24"x24"SQUARE CATCHBASIN FRAME 4'' HIGH AT_____ EACH	30	$	$
15	26''DIAMETER SEWER/DRAIN COVER ONLY AT_____ EACH	30	$	$
16	8''HIGH MANHOLE FRAME ONLY AT_____ EACH	20	$	$
17	4''HIGH MANHOLE FRAME ONLY AT_____ EACH	10	$	$
18	26'' DIAMETER STEEL MANHOLE EXTENSION RINGS AS PER DIAGRAM AND SPECIFICATION AT_____ EACH	12	$	$
19	1" to2" FLAT ROUND MULTI-PURPOSE RUBBER ADJUSTMENT RISER AT_____ EACH	10	$	$
20	1" to2" TAPERED ROUND MULTI-PURPOSE RUBBER ADJUSTMENT RISER AT_____ EACH	10	$	$
21	2'' WATER GATE VALVE BOX EXTENSION (NO COVER) AS PER DIAGRAM AND SPEC IFICATION AT_____ EACH	48	$	$
22	CATCH BASIN "DO NOT DUMP" SIGN TYPE A AS PER DIAGRAM AND SPEC IFICATION AT_____ EACH	100	$	$
23	CATCH BASIN "DO NOT DUMP" SIGN TYPE B AS PER DIAGRAM AND SPEC IFICATION AT_____ EACH	75	$	$
24	PLASTIC JERSEY BARRIERS AT_____ EACH	10	$	$
25	225 EXCAVATOR AT_____ DAYS	10	$	$

NAME OF BIDDER:_____

26	BELZONA 4124 (BULK FILL) OR SIMILAR APPROVED AT_____ PER CONTAINER (20KG)	30	$	$
27	BELZONA 4111(MAGMA- QUARTZ) OR SIMILAR APPROVED AT_____ PER CONTAINER (15KG)	15	$	$
28	ORGANIC FERTILIZER 5-4-5. Replenish 5-4-5 or similar approved AT_____ PER 50 # BAG	720	$	$
29	ORGANIC FERTILIZER 10-2-5. Replenish 10-2-5 or similar approved AT_____ PER 50 # BAG	360	$	$
30	ORGANIC FERTILIZER 16-1-5. Replenish 16-1-5 or similar approved AT_____ PER 50 # BAG	240	$	$
31	FERTILIZER PLUS SOIL CONDITIONER. Sili-Cal SS or similar approved AT_____ PER 50 # BAG	180	$	$
32	PREMIUM GRASS SEED BLEND AT_____ PER 50 # BAG	180	$	$
GRAND TOTAL YEAR ONE (items 1 – 32) = **$ _____**				

Year One total in Words:_____

Signature of bidder:_____

File No. 5612 – Construction Materials & Equipment – Thursday, October 13, 2011 @ 11:00 AM

Year Two Price Proposal Sheet

The items are to be delivered to the Department of Public Works at 147 Hampshire Street, Cambridge, Massachusetts 02139 or as specified in the technical specifications, throughout the contract year as requested by the City. Items will be ordered on an as needed base. The quantities listed below are estimates only. The City makes no guarantee as to the actual quantities to be purchased under this contract.
Pricing shall include shipping and delivery charges.

In order to compare prices on a uniform basis all bidders must submit a unit price and a total for each of the thirty two items referenced on the price proposal sheets

ITEM NO.	ITEM UNIT BID PRICE WRITTEN IN WORDS	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	PEA STONE AT _____ TONS	15	$	$
2	GRAVEL SUB BASE AT_____ TONS	500	$	$
3	STONE DUST AT_____ TONS	200	$	$
4	CRUSHED STONE AT_____ TONS	15	$	$
5	WIRE CUT BRICKS AT_____ EACH	8,000	$	$
6	READY MIXED CONCRETE ORDERED 6CY or MORE AT_____ CUBIC YARD	100	$	$
7	REDDY MIXED CONCRETE ORDERED 3CY or LESS AT_____ CUBIC YARD	100	$	$
8	LANDSCAPING IRON EDGE AT_____ LINEAR FEET	300	$	$
9	CAST IN PLACE TRUNCATED DOMES 24"x60" AT_____ EACH	30	$	$
10	24”x24”BLACK ASPHALT DIP CAST IRON DETECTABLE WARNING PLATES At_____ Each	12	$	$
11	12”x24”BLACK ASPHALT DIP CAST IRON DETECTABLE WARNING PLATES AT_____ EACH	6	$	$

NAME OF BIDDER:_____

12	24"x24" SQURE CATCHBASIN GRATE TYPE "F " AT_____ EACH	20	$	$
13	24"x24"SQUARE CATCHBASIN FRAME 8'' HIGH AT_____ EACH	15	$	$
14	24"x24"SQUARE CATCHBASIN FRAME 4'' HIGH AT_____ EACH	30	$	$
15	26''DIAMETER SEWER/DRAIN COVER ONLY AT_____ EACH	30	$	$
16	8''HIGH MANHOLE FRAME ONLY AT_____ EACH	20	$	$
17	4''HIGH MANHOLE FRAME ONLY AT_____ EACH	10	$	$
18	26'' DIAMETER STEEL MANHOLE EXTENSION RINGS AS PER DIAGRAM AND SPECIFICATION AT_____ EACH	12	$	$
19	1" to2" FLAT ROUND MULTI-PURPOSE RUBBER ADJUSTMENT RISER AT_____ EACH	10	$	$
20	1" to2" TAPERED ROUND MULTI-PURPOSE RUBBER ADJUSTMENT RISER AT_____ EACH	10	$	$
21	2'' WATER GATE VALVE BOX EXTENSION (NO COVER) AS PER DIAGRAM AND SPEC IFICATION AT_____ EACH	48	$	$
22	CATCH BASIN "DO NOT DUMP" SIGN TYPE A AS PER DIAGRAM AND SPEC IFICATION AT_____ EACH	100	$	$
23	CATCH BASIN "DO NOT DUMP" SIGN TYPE B AS PER DIAGRAM AND SPEC IFICATION AT_____ EACH	75	$	$
24	PLASTIC JERSEY BARRIERS AT_____ EACH	10	$	$
25	225 EXCAVATOR AT_____ DAYS	10	$	$

NAME OF BIDDER:_____

26	BELZONA 4124 (BULK FILL) OR SIMILAR APPROVED AT_____ PER CONTAINER (20KG)	30	$	$
27	BELZONA 4111(MAGMA- QUARTZ) OR SIMILAR APPROVED AT_____ PER CONTAINER (15KG)	15	$	$
28	ORGANIC FERTILIZER 5-4-5. Replenish 5-4-5 or similar approved AT_____ PER 50 # BAG	720	$	$
29	ORGANIC FERTILIZER 10-2-5. Replenish 10-2-5 or similar approved AT_____ PER 50 # BAG	360	$	$
30	ORGANIC FERTILIZER 16-1-5. Replenish 16-1-5 or similar approved AT_____ PER 50 # BAG	240	$	$
31	FERTILIZER PLUS SOIL CONDITIONER. Sili-Cal SS or similar approved AT_____ PER 50 # BAG	180	$	$
32	PREMIUM GRASS SEED BLEND AT_____ PER 50 # BAG	180	$	$
GRAND TOTAL YEAR TWO (items 1 – 32) = **$ _____**				

Year Two total in Words:_____

Signature of bidder:_____

APPENDEX A

ADA SOLUTIONS, INC.

PRODUCT SPECIFICATIONS

CAST-IN-PLACE COMPOSITE PAVER TILES
Inline Dome Pattern: Tactile Warning Surface

View additional photos, drawings and specifications on our website: www.adatile.com.
Call (800) 372-0519 with any questions.

DOME GEOMETRY *In accordance with ADA Regulations for Detectable Warning on Curb Ramps*: raised truncated domes with a diameter of nominal 0.9", a height of nominal 0.2", and a center-to-center spacing of 1.67" minimum, and 2.35" maximum.

PANEL DIMENSIONS TWS Units are available in 24"x36", 24"x48", 24"x60", 36"x48", and 36"x60" sizes. TWS Units may also be custom configured to accommodate specific project requirements. TWS Units measure 0.20" nominal thickness and feature embedment ribs 3" on center.

MATERIAL A homogenous glass and carbon reinforced composite which is colorfast and UV stable. Truncated Domes are fiberglass reinforced for enhanced durability. The TWS panel color is uniform throughout and does not rely on any type of paint coating to achieve color stability. Standard colors include: Federal Yellow, Brick Red, Clay Red, Dark Gray, Black, and Blue.

INSTALLATION TWS Units are to be used on new curb ramp locations. The TWS Units can be pre-filled with concrete and set in place or pressed into place in the freshly poured concrete.

PHYSICAL CHARACTERISTICS:

Compressive Strength	28,900 psi	ASTM D 695
Flexural Strength	29,300 psi	ASTM D 790
Water Absorption	.07%	ASTM D 570
Slip Resistance	1.18 Dry/1.05 Wet	ASTM C 1028
Flame Spread Index	20	ASTM E 84
Salt Spray	No Change (200 hours)	ASTM B 117
Chemical Stain Testing	No Deterioration	ASTM 1308
Abrasion Resistance	549	ASTM C 501
Accelerated Weathering	Delta E < 5.0 (2,000 hours)	ASTM G 155
Tensile Strength	11,600 psi	ASTM D 638
Adhesion to Concrete (20° -180°)	No Delamination or Degradation	ASTM C 903
Freeze/Thaw/Heat	No Disintegration	ASTM C 1026

ADA SOLUTIONS, INC.
P.O. Box 3, North Billerica MA 01862 Tel: 800.372.0519 Fax: 978.262.9125
www.adatile.com

ADA SOLUTIONS, INC.

PRODUCT SPECIFICATIONS

SURFACE MOUNT COMPOSITE TILES
Inline Dome Pattern: Tactile Warning Surface

View additional photos, drawings and specifications on our website: www.adatile.com.
Call (800) 372-0519 with any questions.

DOME GEOMETRY *In accordance with ADA Regulations for Detectable Warning on Curb Ramps*: raised truncated domes with a diameter of nominal 0.9", a height of nominal 0.2", and a center-to-center spacing of nominal 1.67" minimum, and 2.35" maximum.

TWS PANEL DIMENSIONS TWS Panels are available in 24"x36", 24"x48", 24"x60", 36"x48", and 36"x60" sizes and measure 3/16" thick. Panels can be custom cut to fit field conditions. All four edges of each panel have a ½" beveled edge. Each panel has 12 to 24 pre-formed fastener locations based on panel size.

MATERIAL A homogenous glass and carbon reinforced composite which is colorfast and UV stable. Truncated Domes are fiberglass reinforced for enhanced durability. The TWS panel color is uniform throughout and does not rely on any type of paint coating to achieve color stability. Standard colors include: Federal Yellow, Brick Red, Clay Red, Dark Gray, Black, and Blue.

PHYSICAL CHARACTERISTICS:

Compressive Strength	28,900 psi	ASTM D 695
Flexural Strength	29,300 psi	ASTM D 790
Water Absorption	.07%	ASTM D 570
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Tensile Strength	11,600 psi	ASTM D 638
Adhesion to Concrete (20° -180°)	No Delamination or Degradation	ASTM C 903
Freeze/Thaw/Heat	No Disintegration	ASTM C 1026

INSTALLATION Surface Applied Tactile Panels shall be mechanically fastened and adhered to the underlying substrate.

INCIDENTALS **Fasteners**: ¼" x 1⅝", yellow composite sleeve anchor with SS pins.
Adhesive: one component structural urethane adhesive.
Sealant: Sonneborn NP1, Sikaflex 1A, or equivalent.

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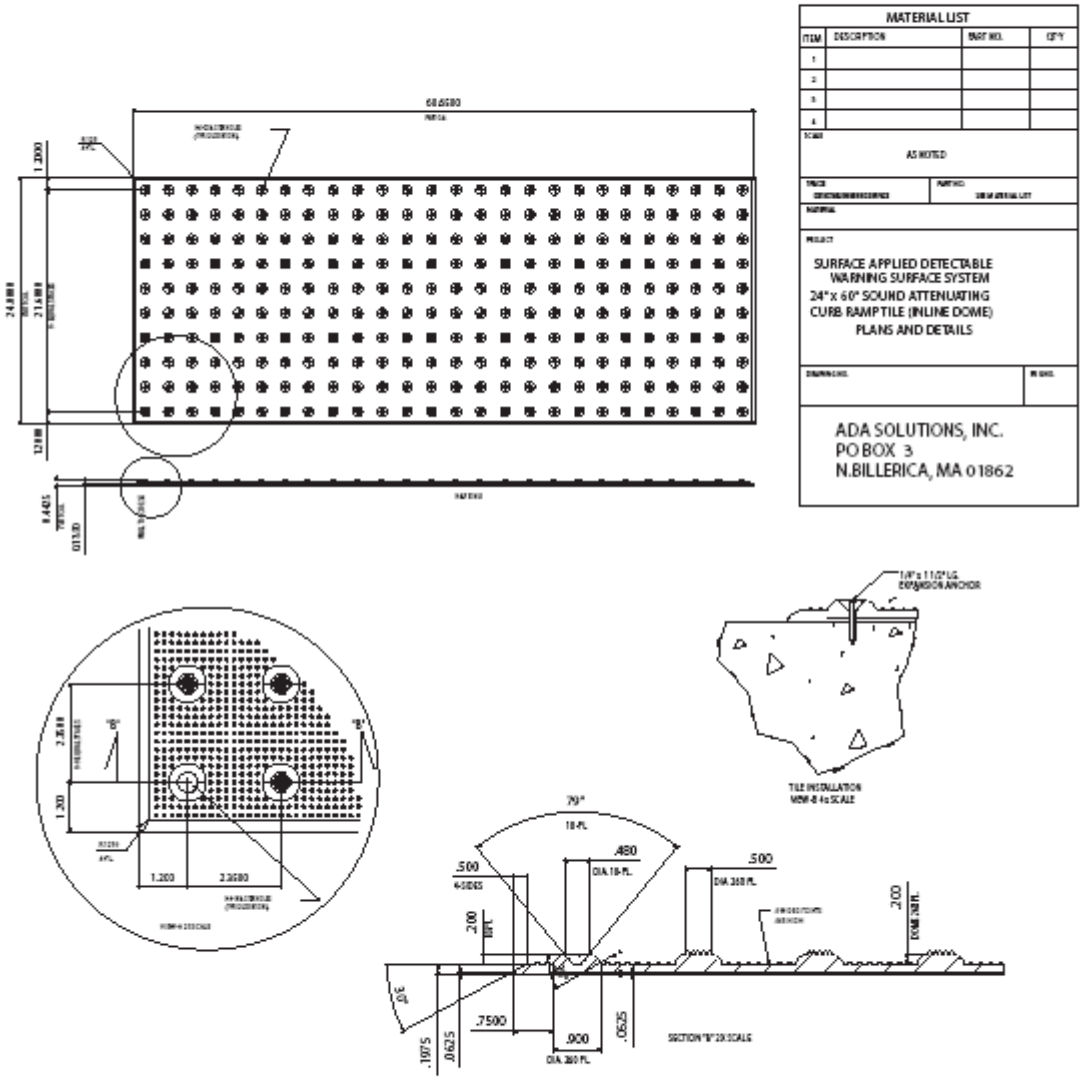
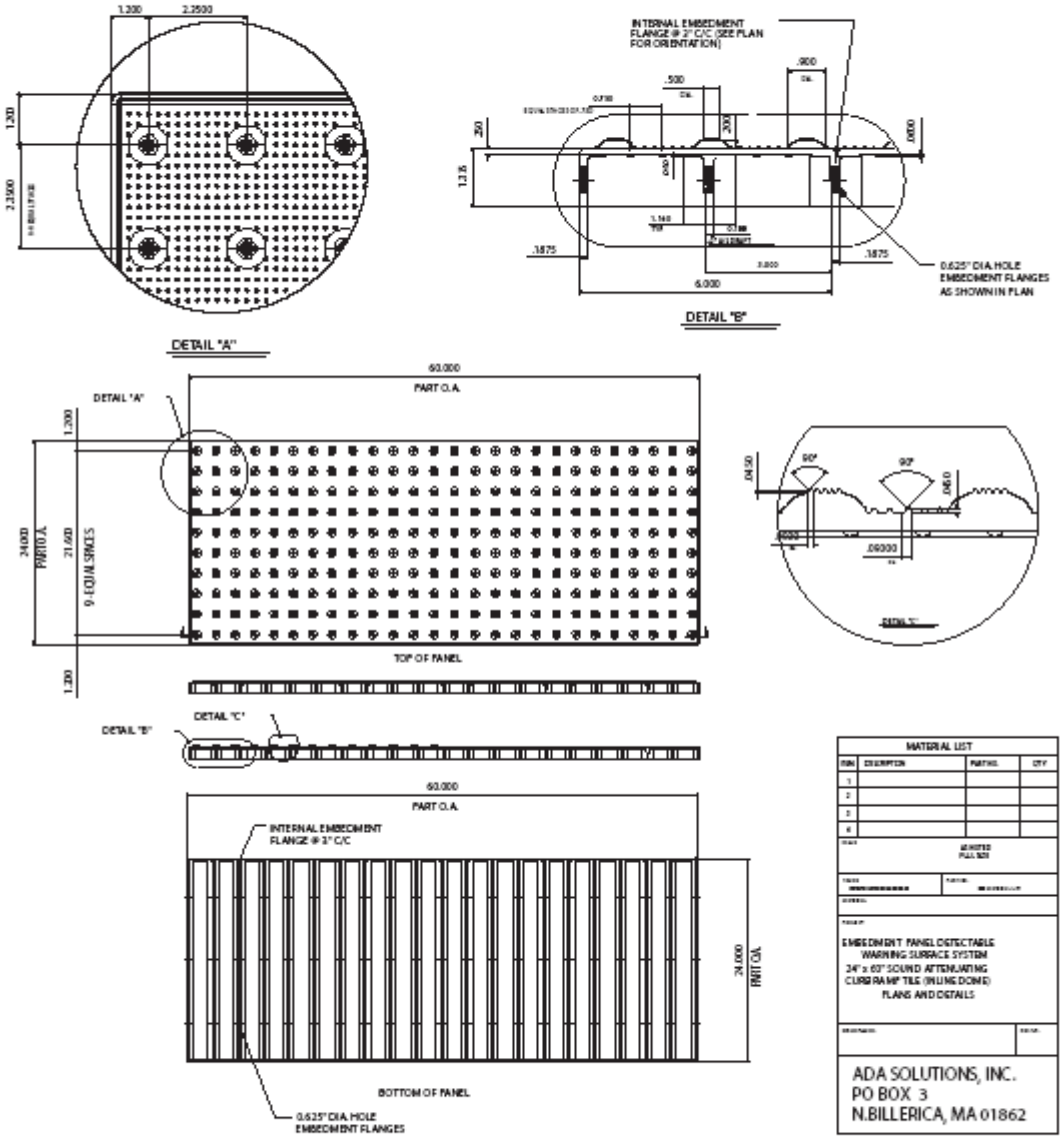

MATERIAL LIST
ITEM
DESCRIPTION
PART NO.
QTY
AS NOTED
SURFACE APPLIED DETECTABLE
WARNING SURFACE SYSTEM
24" x 60" SOUND ATTENUATING
CURB RAMP TILE (INLINE DOME)
PLANS AND DETAILS
ADA SOLUTIONS, INC.
PO BOX 3
N.BILLERICA, MA 01862
TILE INSTALLATION
SECTION "B" 10:1 SCALE



NAME OF BIDDER:_____

Standard Specification for

Drainage, Sewer, Utility, and Related Castings

AASHTO Designation: M 306-07

1. SCOPE

1.1. This specification is applicable to frames, grates, rings and covers for inlets, manholes, and other structures for civil engineering use where items may be placed in traffic service and load bearing is a consideration.

1.2. The values stated in SI units are to be regarded as the standard.

2. REFERENCED DOCUMENTS

2.1. *AASHTO Standard:*

- M 105, Gray Iron Castings
  Standard Specifications for Highway Bridges, 17th Edition

2.2. *ASTM Standards:*

- A 48, Gray Iron Castings
- A 536, Ductile Iron Castings
- B 26, Aluminum Alloy Sand Castings

2.3. *Federal Specification:*

- CID A-A-60005, Frames, Covers, Gratings, Steps, Sump and Catch Basin Manhole

3. MATERIALS

3.1. Gray Iron Castings shall conform to the requirements of AASHTO M 105 Class 35B or ASTM A 48 Class 35B.

3.2. Ductile Iron Castings shall conform to the requirements of ASTM A 536 Grade 80-55-06, unless otherwise specified by the customer.

3.3. Aluminum Alloy Castings shall conform to the requirements of ASTM B 26 Alloy 356.0 T6.

4. MANUFACTURE

4.1. Castings shall be manufactured true to pattern and component parts shall fit together in a satisfactory manner. They shall be smooth and well cleaned by shotblasting. Circular manhole frames, covers and grates shall be furnished with machined horizontal bearing surfaces unless otherwise specified. All square and rectangular units shall be furnished with an as-cast bearing surface.

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4.2. *Permissible Variations:*

4.2.1. As-cast dimensions may vary one-half the maximum shrinkage possessed by the metal or ± 5.21 millimeter per meter (± 1/16 inch per foot).

4.2.2. Mass (Weight) ± 5 percent Drawing/Specification Mass (Weight)

4.3. *Performance and other Requirements:*

4.3.1. The cover or grate shall not rock when rotated to any position in the frame.

4.3.2. The cover or grate shall sit down into the frame so that the top surface of the cover or grate will be flush with the top surface of the frame.

The difference in the level between the cover or grate shall not exceed 3.2 mm (1/8 in.) at any point when placed in the frame. The cover or grate shall not sit higher than 1.6 mm (1/16 in.) over more than 1/4 of the circumference when placed in the frame.

4.3.3. *Welding, Plugging*—Not Allowed.

4.3.4. *No painting*—Unless specified by the customer.

4.4. *Quality and Appearance:*

4.4.1. The finished casting shall show careful finished workmanship in all particulars. Castings which have been damaged either during manufacture or shipping may be rejected. Among others the following defects may be considered as constituting poor workmanship.

4.4.1.1. *Defects, Major* (Items that may affect casting load bearing ability)—Casting could be rejected or require proof that defect is not injurious. Examples of such defects include: shrink, cracks, cold shuts, large cavities, major porosity episodes, or major sand inclusions.

4.4.1.2. *Defects, Minor* (Items that may affect top surface appearance)—Casting could be reworked and resubmitted. Examples of such defects include: dirt, scab, slag, minor surface porosity, or minor sand inclusions.

5. PROOF-LOAD TESTING

5.1. For first article inspection or when specified for quality conformance inspection, the frames and covers or gratings shall show no detrimental permanent deformation when a proof load of 178 kN (40,000 lb) is concentrated on a 229 mm x 229 mm (9 in. x 9 in.) area placed at the center of the cover or grate. The specified load shall be applied and held for a period of 1 minute by a suitable testing machine. Upon removal of the load, the cover or grating and frame shall be examined for cracks or detrimental permanent deformation. Permanent deformation shall not exceed 3.2 mm (1/8 in.). Any cracks shall be cause for rejection. Any permanent deformation that exceeds 3.2 mm (1/8 in.) shall be cause for rejection. All testing shall occur in the United States on a testing machine calibrated in accordance with and traceable to National Institute of Standards and Technology (NIST) standards. All castings that are subjected to the proof load test shall be destroyed.

5.2. The 178 kN (40,000 lb) proof load requirement listed in Section 5.1 represents a safety factor of 2.5 for H-20 or HS-20 loading. A 222 kN (50,000 lb) proof load should be used in Section 5.1 which represents a safety factor of 2.5 for H-25 or HS-25 loading.

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5.3. *Precision and Bias*—No statement is made about the precision or the bias for the proof load test method described in Section 5.1 for measuring the ultimate strength of the casting. The result merely states if there is conformance to the criteria for success specified in the procedure outlined in Section 5.1.

6. MATERIAL TESTING

6.1. Test bar testing shall be conducted in accordance with the applicable inspection requirements of Section 7. Test bar preparation and tensile testing shall be in accordance with the applicable material specification listed in Section 3. Failure to meet the material specifications shall be cause for rejection.

7. INSPECTION

7.1. Unless otherwise specified in the contract or purchase order, the manufacturer shall be responsible for carrying out all the tests and inspections required by this specification, using purchaser approved reliable facilities, and he shall maintain complete records of all such tests and inspections. Such records shall be available for review by the purchaser. Three separate and alternative basis of acceptance are permitted. If the producing foundry is located within the United States of America, and operates in accordance with an acceptable Quality System approved by the purchaser, all castings must adhere to the inspection criteria listed in Sections 7.1.1 and 7.1.2. If the producing foundry is not located within the United States of America, or if the producing foundry is located within the United States of America and it is not operating in accordance with an acceptable Quality System approved by the purchaser, all castings must adhere to the inspection criteria listed in Sections 7.1.1. and 7.1.3.

7.1.1. *Acceptance on the Basis of Proof Load Tests*—Acceptability of the castings produced in accordance with this specification shall be determined by the results of the proof load test as listed in Sections 5.1. and 5.2. The producing foundry shall provide information about the ultimate strength of the castings to the purchaser upon request.

7.1.2. *Acceptance on the Basis of Separately Cast Test Bar*—Before supplying any castings to a purchaser, the supplier/manufacturer must first submit to the purchaser for acceptance, documentation that a Quality System is in place to ensure material compliance. Thereafter, acceptability of the castings produced in accordance with this specification shall be by certification of the results of material tests conducted on separately cast test bars, and by inspection of the finished castings for freedom from defects. The supplier/manufacturer shall provide certification that the test bars furnished for testing represent the castings furnished for the order. If there are more than three test bar failures in one calendar year, the producing facility shall immediately report the three failing test results to the purchaser and shall discontinue supplying product. In order for the producing foundry to resume supplying product, documentation that a new Quality System is in place to ensure material compliance must be submitted to and accepted by the purchaser. The purchaser shall also have the option of allowing production under Section 7.1.3.

7.1.3. *Acceptance on the Basis of Cast-On Test Bars*—A test bar for determining the class of iron shall be cast on each member at a place where it can be easily broken off with a breakage pattern remaining on the member. Test bars are only to be removed after receipt of permission from the purchaser. Test bars shall be of sufficient size to produce a machined test specimen complying with the dimensional requirements for a Type B test bar as shown in Table 2 of AASHTO M 105. For lots of 15 or less, 30 percent of the test bars selected at random from castings shall be tested by the supplier/manufacturer. For lots of 16 to 100, 10 percent or a minimum of 5 test bars selected at random from castings shall be tested by the supplier/manufacturer. For lots greater than 100, a minimum of 10 percent of all test bars selected at random from castings shall be tested

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by the supplier/manufacturer. All test bars shall conform to the strength requirements specified. If any of those test bars fail to conform to the strength requirements herein specified because of surface or internal defects, additional testing shall be performed at the direction of the purchaser. For lots of 15 or less, all remaining test bars must be tested. For larger lots, an additional 10 or 10 percent, whichever is greater, of the remaining test bars selected at random from the entire lot must be tested. All test results from this additional testing must conform to the strength requirements of this specification for the lot of castings to be acceptable. Each casting that has a test bar removed from it and evaluated must be inspected for mass (weight) and dimensions by the supplier/manufacturer. If the casting does not conform to the mass (weight) and dimensional requirements, the casting will be rejected. If a casting fails to conform to the mass (weight) or dimensional requirements, all remaining castings shall be inspected and all must conform to the requirements for the lot of castings to be acceptable. If the purchaser elects to select a casting for verification of test results, the member shall be furnished by the supplier at no cost to the purchaser. All test specimen preparation and testing shall be paid for by the supplier.

8. CERTIFICATION

8.1. All shipments to the purchaser shall include appropriate certification from the producing foundry. The certification shall state that the castings have been produced in facilities operating in accordance with the applicable laws and regulations of the United States and the appropriate state, province, or local unit of government. This certification shall also state that all samples representing each lot have been tested, inspected, and have been found to meet the requirements of this specification and the applicable ASTM material specifications listed in Section 3. Certifications shall also state country of origin of the castings. If specified in the order, a report of the test results shall be furnished.

9. MARKING

9.1. Each individual casting shall be identified by the foundry showing the following:

9.1.1. Name of producing foundry and country of manufacture preceded by the words "Made in," such as "Made in USA."

9.1.2. AASHTO designation or ASTM designation number.

9.1.3. Class by a number followed by a letter indicating the minimum tensile strength and size of test bar.

9.1.4. Heat identification and cast date (MM/DD/YY).

9.1.5. Casting lettering as required by the purchaser.

9.1.6. Markings as required to meet Federal requirements.

10. RECORDS

10.1. All test results as required by this specification shall be maintained by the producing foundry for seven years and shall be made available to the purchaser upon request.

10.2. Records of casting certifications issued by a producing foundry shall be maintained by the producing foundry for seven years and shall be made available upon request.

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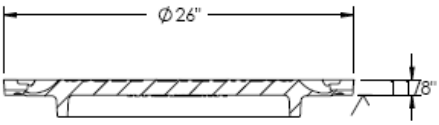

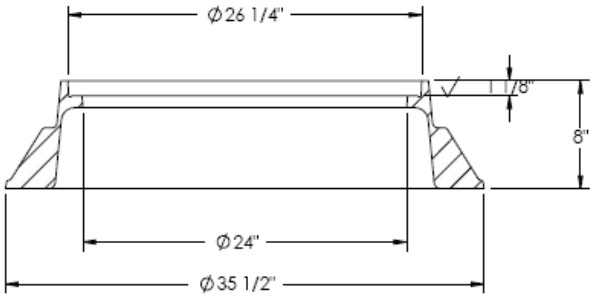

SECTION A-A

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EJIW EAST JORDAN IRON WORKS EST.1883
800-626-4653
www.ejiw.com
MADE IN USA

PRODUCT NUMBER
00211125C02

CATALOG NUMBER
2111

COMBINATION

LOAD RATING
HEAVY DUTY

COATING
UNDIPPED

SPECIFICATION

COVER - GRAY IRON
ASTM A48 CL35B

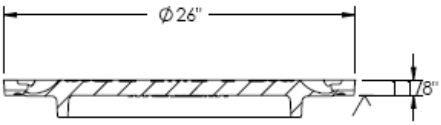
FRAME - GRAY IRON
ASTM A48 CL35B

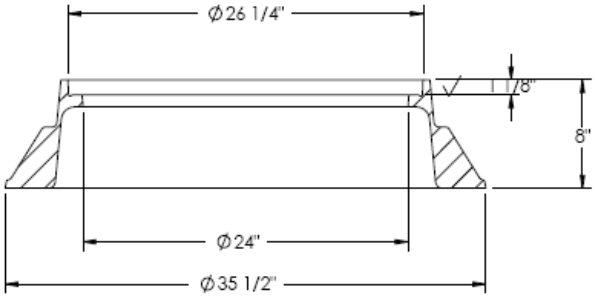
OPEN AREA
N/A

√ DESIGNATES MACHINED SURFACE

DRAWN	DATE
JIJ	03/10/09
LAST REVISED	DATE

REFERENCE INFORMATION
00211125
00211111





SECTION A-A

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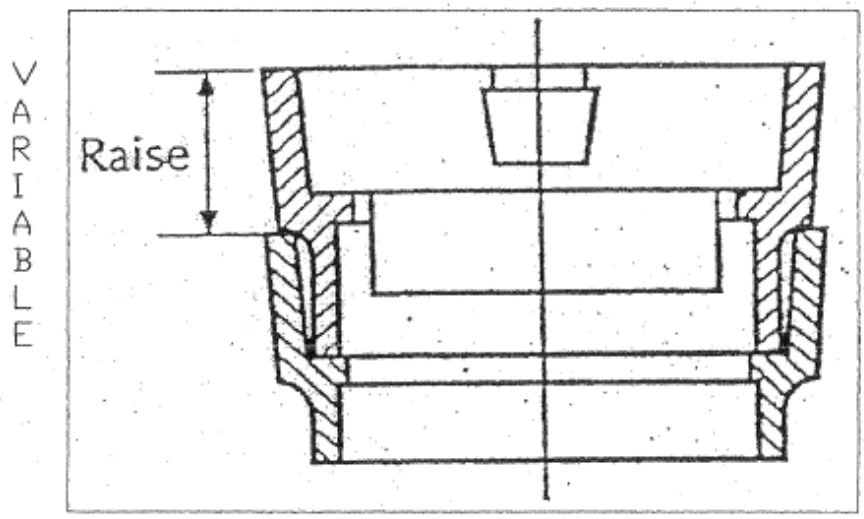
EJIW EAST JORDAN IRON WORKS EST.1883
800-626-4653
www.ejiw.com
MADE IN USA

PRODUCT NUMBER	00211123C02
CATALOG NUMBER	2111
COMBINATION	
LOAD RATING	HEAVY DUTY
COATING	UNDIPPED
SPECIFICATION	COVER - GRAY IRON ASTM A48 CL35B FRAME - GRAY IRON ASTM A48 CL35B
OPEN AREA	N/A
√ DESIGNATES MACHINED SURFACE	
DRAWN JIJ	DATE 03/10/09
LAST REVISED	DATE
REFERENCE INFORMATION	00211123 00211111

NAME OF BIDDER:_____

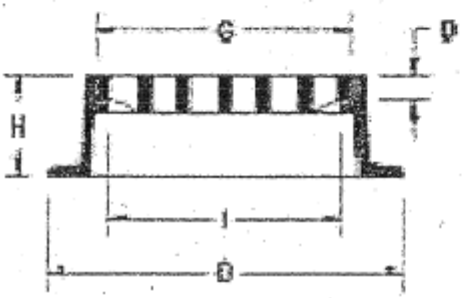


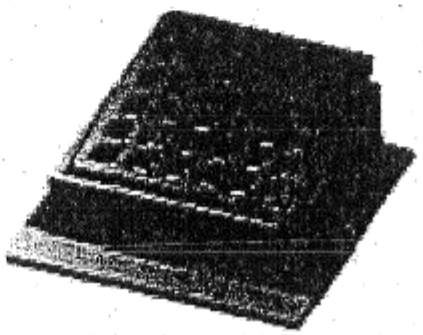
STANDARD ADAPTER

STANDARD ADAPTER
For use in raising our 5 ¼" shaft Buffalo-Type Vavle Boxes.

Diagram for Items 4,5,6

SPECIFICATIONS AND DRAWINGS





Castings shall be Massahcusetts Standard Heavy Duty Type F Square Drain Frame and Grate.

Diagram for Items 1,16

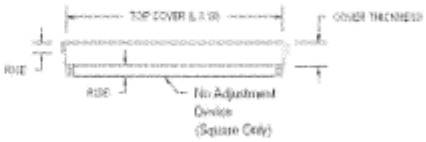
Now in: Extension Rings - STEEL EXTENSION RINGS

previous | up | next

STEEL EXTENSION RINGS

TYPE 5

TYPE 3



TYPE 3
(Square)

STEEL EXTENSION RINGS
SKU:

BELZONA® 4124 Product Specification Sheet

BELZONA
Repair • Protect • Improve

1. PRODUCT NAME

Belzona® 4124 (Bulkfill)
General purpose repair system for repairing and resurfacing concrete and stonework damaged by impact, vibration, chemicals and environmental attack. Designed to be cost effective for large volume repairs. Note that this product is designed to be overcoated with other Belzona materials.

2. MANUFACTURER

Belzona Inc.,
2000 NW 88th Court,
Miami, Florida 33172.

Belzona Polymerics Ltd.,
Claro Road, Harrogate,
HG1 4DS, England.

3. PRODUCT DESCRIPTION

Designed for excellent performance and ease of application. A combination of selected quartz particles and two specially formulated reactive liquid resins which interlink chemically fusing the quartz particles together. Ideally suited for horizontal surfaces. An economical system offering high strength and excellent adhesion, this material is ideal for:

Repairing and rebuilding any structure made from concrete, brick, marble, stone, etc.

4. TECHNICAL DATA

Base Component

Appearance	Hazy Liquid
Colour	Light amber
Viscosity	10 poise at 77°F (25°C)
Density	1.13 g/cm³

Solidifier Component

Appearance	Clear Liquid
Color	Amber
Viscosity	2.2 poise at 77°F (25°C)
Density	1.01 g/cm³

Aggregate Component

Appearance	Coarse granular powder
Color	Buff
Density	2.6 - 2.9 g/cm³

Mixing Ratio
For mixing small quantities the mixing ratio by weight of the component is:-
(Base : Solidifier : Aggregate)
5 : 1 : 42

• ***Shelf Life:***
All components will have a shelf life of at least 5 years when stored between 32°F (0°C) and 86°F (30°C).

• ***Working Life:***
Will vary according to temperature. At 77°F (25°C), use all mixed material within 30 minutes.

• ***Coverage Rates:***
Each 42 lb unit applied at a thickness of ½ inch (12 mm) will cover approximately 7.5 sq.ft. (0.7 m²).

• ***Volume Capacity:***
The volume capacity of mixed product is 540 cu.ins. (8900 cm³) per 42 lb unit.

• ***Cure Time:***
Will be reduced for thicker sections and extended for thinner applications. At the recommended film thickness of ½ inch (12 mm) allow to solidify for the times shown in the chart below before subjecting it to the conditions indicated.

5. PHYSICAL/MECHANICAL PROPERTIES

Determined after 7 days cure at 68°F (20°C).

• ***Adhesion:***
Positest dolly pull-off
When tested in accordance with ASTM D4541 adhesion will typically be :
Dry concrete >500 psi (3.45 MPa)*
** Cohesive failure of substrate*

• ***Compressive Strength:***
When tested in accordance with ASTM D695 the compressive strength is typically 10,500 psi (72.4 MPa).

• ***Compressive Modulus:***
When tested in accordance with ASTM D695 the compressive modulus is typically 1.84 x 10^5 psi (1268 MPa).

• ***Flexural Strength:***
The flexural strength of the material when tested to ASTM D790 is typically 3,500 psi (24.1 MPa).

• ***Heat Distortion Temperature:***
The heat distortion temperature when tested to ASTM D648 is typically 127°F (53°C).

• ***Heat Resistance:***
For many typical applications, the product is thermally stable to 300°F (150°C) dry and 140°F (60°C) wet, and down to -40°F (-40°C).

CURE TIMES

Temperature	50°F (10°C)	59°F (15°C)	68°F (20°C)	77°F (25°C)
Overcoating	12 hrs	8 hrs	6 hrs	5 hrs
Full mechanical hardness	3 days	2 days	24 hrs	16 hrs

www.belzona.com

Publication No. 45-6-10

BELZONA® 4124 Product Specification Sheet

Pub

6. SURFACE PREPARATION AND APPLICATION PROCEDURES

For proper techniques, refer to Belzona® Instructions For Use which is enclosed with each packaged product.

7. AVAILABILITY AND COST

Belzona® 4124 is available from a network of Belzona Distributors throughout North America for prompt delivery to the application site. For information, consult the Belzona Distributor in your area.

8. WARRANTY

Belzona® guarantees this product will meet the performance claims stated herein when material is stored and used as instructed in the Belzona® Instructions For Use leaflet. Belzona® further guarantees that all its products are carefully manufactured to ensure the highest quality possible and tested strictly in accordance with universally recognised standards (ASTM, ANSI, BS, DIN, etc.). Since Belzona® has no control over the use of the product described herein, no warranty for any application can be given.

9. TECHNICAL SER

Complete technical assista available and includes fully Technical Consultants, tec service personnel and fully research, development an control laboratories.

10. HEALTH AND SA

Prior to using this material consult the relevant Materi Data Sheets.

BELZONA® 4111

Product Specification Sheet

Publication No. 27-6-10 USA

• ***Chemical Resistance:***
This material offers resistance to a broad range of chemicals and will demonstrate excellent resistance for permanent immersion to the following chemical environments.

36% Hydrochloric Acid
50% Sulphuric Acid
Sulphurous Acid
10% Nitric Acid
5% Acetic Acid
10% Lactic Acid
10% Ammonia Solution
Lime Water
20% Potassium Hydroxide
40% Sodium Hydroxide
Diethanolamine
1,1,1, - Trichloroethane
Kerosene
Gasoline
37% Formalin

** For a more detailed description of chemical resistance properties, refer to Product Data Q503.*

• ***Compressive Strength:***
When tested in accordance with ASTM D695 the compressive strength is typically 13,000 psi (914 kgs/cm²).

• ***Compressive Modulus:***
When tested in accordance with ASTM D695 the compressive modulus is typically 1.16×10^5 psi.

• ***Electrical Properties:***
Dielectric Strength
Tested to ASTM D149 is typically 142.5 volts/mil (5700 volts/mm).

Loss Tangent
Tested to ASTM D150 is typically 0.038 at 1MHz.

Permittivity:
The permittivity of the material when tested in accordance with ASTM D150 is typically 4.25.

Surface Resistivity
Tested to ASTM D257 is typically 3.98×10^{14} ohms.

Volume Resistivity
Tested to ASTM D257 is typically 1.0×10^{13} ohm cms.

• ***Flexural Strength:***
The flexural strength of the material (binder/aggregate matrix), when tested to ASTM D790 is typically 5,500 psi (387 kgs/cm²).

The flexural strength of the polymeric binder when tested to ASTM D790 will be typically 13,000 psi (914 kgs/cm²).

• ***Flexural Modulus:***
When tested in accordance with ASTM D790 the flexural modulus is typically 1.01×10^6 psi.

• ***Heat Distortion Temperature:***
The heat distortion temperature when tested to ASTM D648 is typically 97°F (36°C).

• ***Heat Resistance:***
For many typical applications, the product is thermally stable to 300°F (149°C) dry and 140°F (60°C) wet, and down to -40°F (-40°C).

• ***Shrinkage:***
The material, when tested in accordance with ASTM C157, will show no measurable shrinkage during cure.

• ***Thermal Conductivity:***
The thermal conductivity of the material, when tested in accordance with BS 874 or similar test method is typically 1.9 W/M°K.

• ***Thermal Expansion:***
Tested to ASTM E228 the coefficient of thermal expansion is typically 28.2ppm/°C.

6. SURFACE PREPARATION AND APPLICATION PROCEDURES

For proper techniques, refer to Belzona® Instructions For Use which is enclosed with each packaged product.

7. AVAILABILITY AND COST

Belzona® 4111 is available from a network of Belzona® Distributors throughout the world for prompt delivery to the application site. For information, consult the Belzona® Distributor in your area.

8. WARRANTY

Belzona® guarantees this product will meet the performance claims stated herein when material is stored and used as instructed in the Belzona® Instructions For Use leaflet. Belzona® further guarantees that all its products are carefully manufactured to ensure the highest quality possible and tested strictly in accordance with universally recognised standards (ASTM, ANSI, BS, DIN, etc.). Since Belzona® has no control over the use of the product described herein, no warranty for any application can be given.

9. TECHNICAL SERVICES

Complete technical assistance is available and includes fully trained Technical Consultants, technical service personnel and fully staffed research, development and quality control laboratories.

10. HEALTH AND SAFETY

Prior to using this material, please consult the relevant Material Safety Data Sheets.

11. APPROVALS/ ACCEPTANCES

U.S.D.A.
GENERAL MOTORS
G.E. NUCLEAR ENERGY
FORD
FLORIDA DEPARTMENT OF TRANSPORT
RHODE ISLAND DEPARTMENT OF TRANSPORT

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Q 09335
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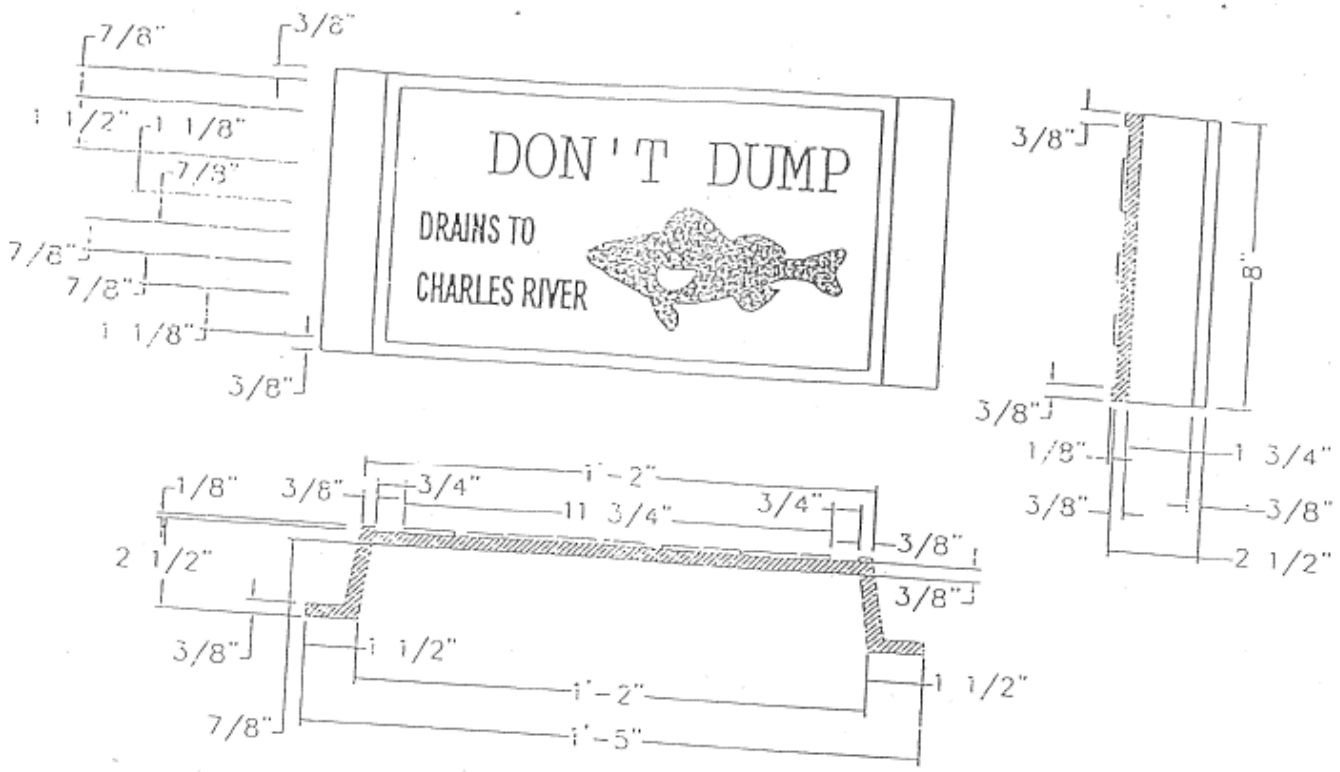
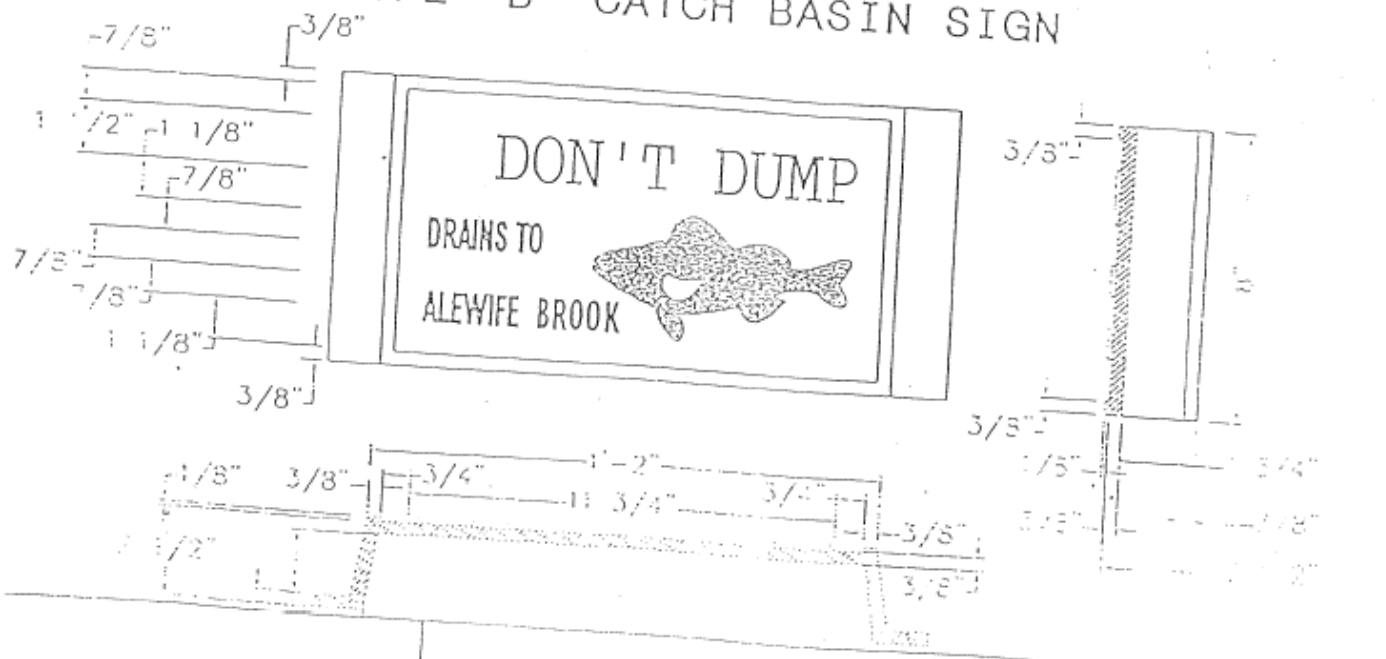
BELZONA
Repair • Protect • Improve



TYPE "B" CATCH BASIN SIGN

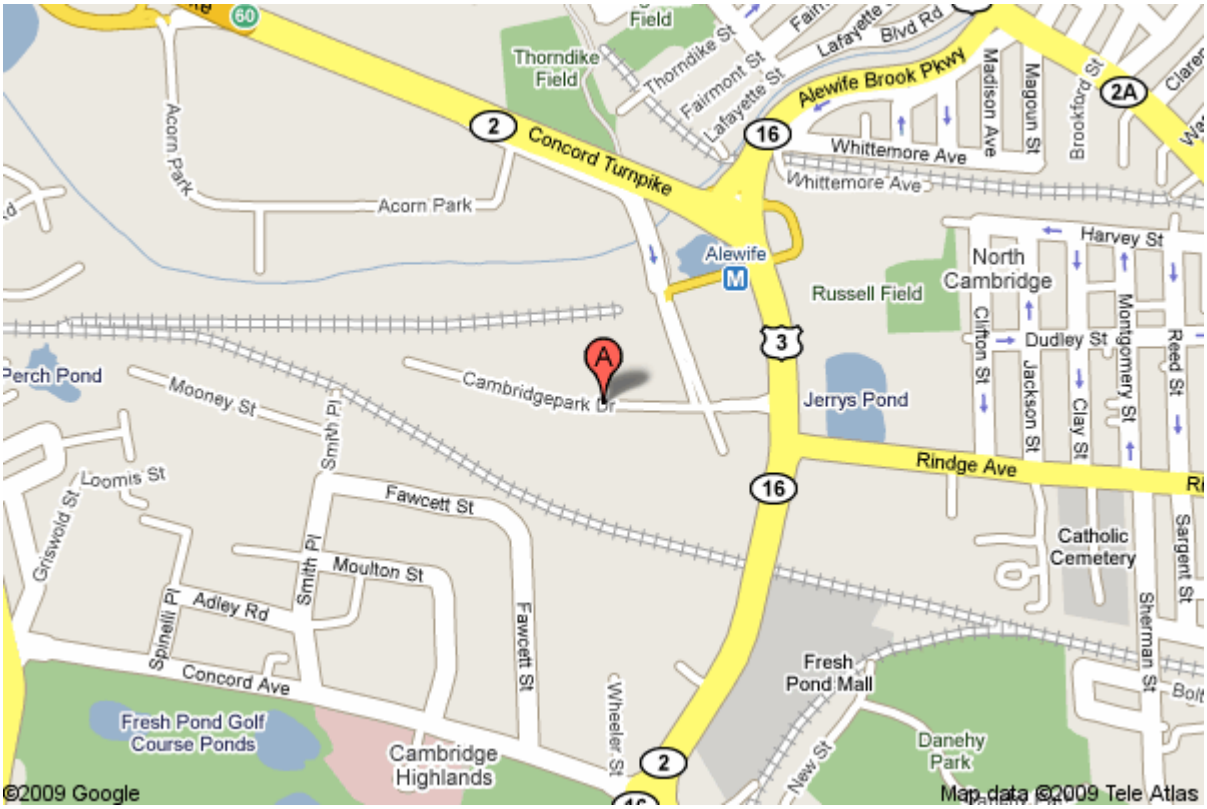


8" x 14" CATCH BASIN SIGN

SCALE: N.T.S.

UPDATED | DETAIL NO.

Diagram #3 for Items 3,4



DPW STORAGE AREA

Americans With Disabilities Act (42 U.S.C. 12131)

Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

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

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Signature

_____
(Name of person signing bid)

_____
(Name of Business)

Address:_____

_____

Zip Code:_____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below**.

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

_____ _____
(Typed or printed name of person signing quotation, bid or proposal) Signature

_____
(Name of Business)

NOTE:
The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid.

NAME OF BIDDER:_____

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.

8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record.* If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;
    (e) Seriousness and specific circumstances of the offense;
    (f) The number of offenses;
    (g) Whether the applicant has pending charges;
    (h) Any relevant evidence of rehabilitation or lack thereof;
    (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.

12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose
2.112.062 Definitions
2.112.063 CORI-Related Standards of the City of Cambridge
2.112.064 Waiver
2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-
D. Margaret Drury
City Clerk

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

2.121.010	**Title and Purpose**
2.121.020	**Definitions**
2.121.030	**Living Wage**
2.121.040	**Waivers and Exceptions**
2.121.050	**Notification Requirements**
2.121.060	**Duties of covered Employers**
2.121.070	**Community Advisory Board**
2.121.080	**Enforcement**
2.121.090	**Severability**
2.121.100	**Effective Date**

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:
(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:
(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least $10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and
(2) any service contract, as defined herein, of at least $10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.
(3) any service subcontract, as defined herein, of at least $10,000.

(c) "Beneficiary" means:
(1) any person who is a recipient of Assistance;
(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

(e) "Covered Employee" means:
(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j)

of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than $10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to $10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be

segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;

(3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and

(4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons

who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;
(2) a summary of the provisions of this ordinance;
(3) a description of the enforcement provisions of the ordinance;
(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;
(2) a local contact name, address, and phone number for the Beneficiary;
(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
(4) a list of Covered Employees under the contract with the employees' job titles;
(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

(1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
(2) a description of the purpose or project for which the Assistance was awarded;
(3) the name, address, and phone number of a local contact person for the Covered Employer;
(4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of

labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of $300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for

asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.100 Effective Date.

This law shall be effective sixty (60) after final passage.

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is $10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is $ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is $11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is $11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is $11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is $11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is $12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is $12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is $12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is $13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is $13.69.

For calendar year 2009 the CPI-U increased by 6.9 %. Therefore the new living wage, as of March 1, 2010 will remain at $13.69

For calendar year 2010 the CPI-U increased by 1.57 %. Therefore the new living wage, as of March 1, 2011 is $13.90

City Of Cambridge
Articles of Agreement

Commodity:
File Number:

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Contractor").
Address:
Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning _____ and ending on _____**.**

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI . Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of ___**0%**____ of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. The Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

_____

Donald A Drisdell
City Solicitor

_____

Robert W. Healy
City Manager

The Contractor:

_____

Signature and Title

_____

Cynthia H. Griffin
Purchasing Agent

Sample