



# City of Cambridge

## Purchasing Department

Cynthia H. Griffin  
*Purchasing Agent*

TO: ALL BIDDERS

FROM: CITY OF CAMBRIDGE

DATE: JUNE 16, 2011

RE: CHAPTER 90 CONTRACT 14 RECONSTRUCTION OF SEVEN  
LOCATIONS - FILE NO. 5462

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Please note the attached Addendum No. 5.

All other particulars remain unchanged.

  
\_\_\_\_\_  
CYNTHIA H. GRIFFIN  
PURCHASING AGENT

ADDENDUM NO. 5



CHAPTER 90 CONTRACT 14

**CITY OF CAMBRIDGE MASSACHUSETTS  
CHAPTER 90 CONTRACT 14  
ADDENDUM No 5  
June 14, 2011**

ADDENDUM No 5 Includes:

- A. Revisions for **specifications** and **quantities** for items related to water services and to the installation of water main on Spring St. between Sixth and Third Street. **REVISED SPECIFICATIONS AND REVISED BID TAB ATTACHED**
  
- B. QUESTIONS

CHAPTER 90 CONTRACT 14

**SECTION 00900 – THECNICAL SPECIFICATIONS**

The Following Items are revised:

<b>ITEM 303.06</b>	<b>6-INCH DUCTILE IRON WATER PIPE</b>	<b>FOOT</b>
<b>ITEM 303.07</b>	<b>4-INCH DUCTILE IRON WATER PIPE</b>	<b>FOOT</b>
<b>ITEM 303.08</b>	<b>8-INCH DUCTILE IRON WATER PIPE</b>	<b>FOOT</b>
<b>ITEM 303.12</b>	<b>12-INCH DUCTILE IRON WATER PIPE</b>	<b>FOOT</b>
<b>ITEM 309.00</b>	<b>ADDITIONAL DUCTILE IRON FITTINGS</b>	<b>POUND</b>
<b>ITEM 350.04</b>	<b>4-INCH GATE AND GATE BOX</b>	<b>EACH</b>
<b>ITEM 350.06</b>	<b>6-INCH GATE AND GATE BOX</b>	<b>EACH</b>
<b>ITEM 350.08</b>	<b>8-INCH GATE AND GATE BOX</b>	<b>EACH</b>
<b>ITEM 350.12</b>	<b>12-INCH GATE AND GATE BOX</b>	<b>EACH</b>
<b>ITEM 370.91</b>	<b>16 X 12 INCH TAPPING SLEEVE, VALVE AND BOX</b>	<b>EACH</b>
<b>ITEM 371.01</b>	<b>12-INCH COUPLING</b>	<b>EACH</b>
<b>ITEM 376.01</b>	<b>REMOVE AND REPLACE HYDRANT</b>	<b>EACH</b>
<b>ITEM 376.20</b>	<b>REMOVE AND RESET HYDRANT</b>	<b>EACH</b>

GENERAL

Work to be done under these items shall consist of installing ductile iron water main, relocating hydrants and replacing existing non-standard hydrants with new hydrants as shown on the Drawings and as directed by the Engineer. All work under this Item shall conform to the applicable requirements of the Cambridge Water Department (CWD) portions of which are included herein. In addition, all relocations of hydrants must be approved by the Cambridge Fire Department prior any work on the relocation.

The Contractor shall not operate any hydrants, valves, curb stops, or corporations, nor shall they draw any water from the system, without specific approval of CWD. Only CWD personnel will operate hydrants, valves, corporations and curb stops unless otherwise directed by the CWD.

DESCRIPTION

The Contractor shall furnish all labor, materials, equipment and incidentals required to install new water main, move existing hydrants to new locations, and replace existing hydrants as shown on the Drawings and as directed by the Engineer.

The work associated with new main installation shall also include cutting and capping existing mains to be abandoned in place, as shown on the Drawings.

The work at relocated hydrants will include extending the existing lateral; or abandoning the existing hydrant lateral on the hydrant side of the existing gate valve, or on the sidewalk side of the new curblines, and providing a new lateral; and removing, and reconnecting the hydrant at the

## CHAPTER 90 CONTRACT 14

new location.

### MATERIALS

Pipe: Pipe shall be Class 52 ductile iron cement lined and tar coated, lining shall be a minimum of one eighth (1/8") in thickness. All pipe shall be manufactured to meet AWWA standards. Push on pipe joints unless specified. Standard gaskets shall be supplied. Approved manufactures are U.S pipe and Foundry Company, and Griffin Pipe Company. All others must be approved by CWD.

Pipe fittings: Shall be ductile iron, compact type for sizes 4"-12", cement lined, tar-coated, restrained mechanical joint, and rated for 350 psi working pressure. All nuts and bolts shall be of a type equal to ductile iron of KOR-10 steel T-bolts and nuts.

Couplings: Shall be Smith Blair, Style 441; Dresser, Style 153; Romac, Style 501; or approved equivalent product. Couplings shall be provided with plain, Grade 27, rubber gaskets and with black steel, track-head bolts and nuts.

Gate Valves: Shall be resilient seated and shall meet the requirements of AWWA C-509. Valves shall be rated for 200 psi minimum working pressure and shop tested at 300 psi. Valves shall be iron body, bronze mounted, resilient seated, non-rising stem type fitted with "O" ring seals. The operating nut shall be 2-inches square. Bolts on the bonnet and stuffing box shall be stainless steel (A316). Valves shall have mechanical joint ends and shall be equal to ANSI/AWWA C11/A21.11. Valves shall open right (clockwise). Extensions shall be provided for all gate valves where depth exceeds 6 feet to the top of the operating nut.

Tapping Sleeves and Valves: Tapping sleeves shall be mechanical joint type and shall be Mueller H-615, American Darling 1004 or equal. Tapping valves shall meet the requirements of AWWA C500. The valves shall be flanged by mechanical joint outlets with non-rising stem and designed for vertical burial. Tapping valves shall be rated at 200 psi working pressure and shop tested at 300 psi. Bolts on bonnets and stuffing boxes shall be stainless steel (316 stainless steel), stuffing boxes shall be "O" ring type. The operating nut shall be 2-inches square. The valve shall be provided with oversized seat to permit use of full size cutters. Gaskets shall cover the entire flange surface. Valves shall be Mueller H-667 or equal. Valves shall open right. (clockwise). Multiple taps shall be three (3) feet from flange to flange. Pre-inspection is required for all taps.

Gate Boxes: See above under "Adjustment/Replacement of Gate Boxes".

Hydrants: Hydrants shall conform to the "Standard dry barrel hydrants" ANSI/AWWA C502-85. Hydrants shall be designed for 150 psi service and for installation in a 5 -ft. covered trench. They shall OPEN clockwise and must be marked with an arrow and the word OPEN to indicate the direction of turn of the stem to open the hydrant.

## CHAPTER 90 CONTRACT 14

They shall have one steamer connection, 4- 1/2-inch and two 2-1/2 -inch hose nozzles all with National Standard threads (NST). Hydrant inlet opening on shoe shall have mechanical joints for accepting 6-inch ductile iron or cast iron pipe.

Hydrants shall have a compression type main valve, opening against and closing with water pressure. The main valve opening at the base of the hydrant shall have a minimum area of 39 square inches (5-inch minimum diameter circle).

Hydrants shall be capable of delivering a minimum of 600 GPM. with a maximum of Two (2) psi pressure drop through the hydrant with both 2-1/2 inch hose nozzles open.

Each hydrant shall have " traffic" type ground line construction (breakaway bolts not acceptable) and permit 360 degree movement of the upper barrel to allow for any alignment without shutting down service and/or removing flange bolts and nuts. Hydrant operating nut shall be 1-1/2 inch. Flat to point, pentagonal. Hydrants shall be hydrostatically tested as specified in AWWA C502.

The main valve assembly shall consist of a rubber composition valve with a bronze sub-seat and seat ring. The seal between the set ring and the seat shall consist of two (2) "o-rings" located in the machined groves above and below the drainage channel. There shall be at least two (2) exterior drain ports located one- hundred and eighty (180) degrees apart.

Hydrants shall be delivered without chains and be painted with two coats of weather resistant paint "silver "upper barrel". All iron work to be set below grade shall be painted with two coats of asphalt varnish specified in AWWA C502

Hydrant operating mechanism shall be housed in a compact seal plate assembly with an integral lubrication chamber. An "O-ring" seal shall be used on the hold down nut to prevent direct condensation or atmospheric contamination from entering the lubrication chamber. The hydrant operating mechanism shall be readily available for inspection without removing the seal plate from the barrel.

The design and construction of the hydrant operating mechanism located at the top of the hydrant shall be such that no part of the operating threads will be in contact with the water in the standpipe when the hydrant is in service. "O-ring" seals shall be used to prevent water under pressure from entering the lubricating chamber

Hydrant steamer nozzle center line shall be a minimum of 16 inches from the bury line of the hydrant. The bottom of the operating nut shall be a minimum of 9 inches from the steamer nozzle center line. The overall height (bottom of the operating nut to the bury line) shall be a minimum of 29 inches.

Anchoring Tees: New hydrant tees, if required, shall be anchor type. The branch shall have a plain end with integral gland and rotating mechanical joint restraints (see above).

## CHAPTER 90 CONTRACT 14

### CONSTRUCTION METHODS

#### General Requirements

All construction shall conform to the relevant provisions of Section 300 of the Standard Specifications, the American Water Works Association standards, the detail drawings included in the Specifications, and the requirements of CWD.

See Items 120.10 and 142.00 for technical requirements related to excavation.

Minimum depth of bury shall be 5 feet for all water lines, unless approved by CWD.

#### Relocation of Hydrants / Removing and Replacing Hydrants

Work shall be closely coordinated with the Cambridge Water Department (CWD). The Cambridge Fire Department shall be notified prior to taking an existing hydrant out of service. CWD and Cambridge Fire Departments will have final approval of new hydrant locations.

Hydrants and new laterals shall have at least the same depth of cover as the existing lateral (minimum 5 feet) and shall be bedded on a firm foundation. A drainage pipe 2-feet 6-inches in diameter shall be installed at the new hydrant location, filled with screened gravel and satisfactorily compacted. During backfilling, additional screened gravel shall be brought up around and 6-inches over the drain port prior to placement of backfill.

Each hydrant shall be set in true vertical alignment and shall be properly braced. The hydrant shall be tied to the pipe with suitable rods or clamps, galvanized, painted or otherwise rustproof treated. Concrete thrust blocks shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench. Felt roofing paper shall be placed around the hydrant elbow before placing concrete. Care shall be taken to insure that concrete does not block the drain ports.

After installation of the hydrant, the Contractor shall backfill with gravel borrow up to an elevation equal to the subgrade of the proposed sidewalk or landscape area. Bituminous patching for temporary sidewalk, if required, shall be performed as specified under Item 460.50.

Where existing hydrant branch laterals are no longer to be used, the Engineer will direct the method of abandonment/removal. Abandonment/removal may include either of the following, depending on field conditions:

- 1) Gate valve shall be closed and box removed, and the branch shall be cut and plugged immediately adjacent to the hydrant side of the gate valve. Remaining lateral pipe on hydrant side of valve shall be completely removed and disposed of.

## CHAPTER 90 CONTRACT 14

- 2) Gate and tee shall be cut and removed from water main, and replaced with spool piece. Remaining lateral pipe shall be completely removed and disposed of.

### Pressure and Leakage Testing

Shall be performed on all new lines in accordance with AWWA C600 and CWD requirements. The pressure and leakage tests shall be as specified in ss 301.60.L of the Standard Specifications for Highways and Bridges, AWWA Standard C600-93, ss 4.11 and NFPA standard for underground sprinkler piping. In general, the water pipe shall be given a pressure and leakage test in sections of approved length. For these tests, the Contractor shall provide a method of determining the exact amount of water being pumped into the test section and a pressure gauge. The Contractor shall also furnish and install suitable temporary testing plugs or caps for the pipeline; all necessary pressure pumping, pipe connections and other similar equipment; and all labor required; all without additional compensation. Prices for the appropriate pipe items shall include compensation for testing. The test equipment shall be installed by the Contractor in such a manner that all water entering the section under test will be measured and the pressure in the section indicated and they shall be kept in use during all tests. The scheduling of pressure and leakage tests shall be approved by the CWD and shall be attended by a CWD representative. Unless it has already been done, the section of pipe to be tested shall be filled with water of approved quality, and all air shall be expelled from the pipe.

If the section fails to pass the pressure and leakage test, the Contractor shall do everything necessary to locate, uncover, even to the extent of uncovering the entire section and repair or replace the defective pipe, fitting or joint all at his own expense.

**A report containing calculations and documentation pertaining to the pressure and leakage testing shall be submitted to the CWD.**

## CHAPTER 90 CONTRACT 14

### Disinfection and Flushing

Shall be performed by the Contractor on all new lines in accordance with AWWA C651 after pressure and leakage testing and necessary repairs are complete.

After a section of the main has been pressure tested and found acceptable, it shall be flushed thoroughly by the Contractor. Flushing the completed main is to be followed by sterilization in accordance with the AWWA Standards for Disinfecting Water Mains (ANSI/AWWA C651-92). Test results for chlorine residuals for times as specified in the method of disinfecting must be submitted to the CWD. If the initial treatment fails to produce the desired result, the chlorinating procedure must be repeated. Discharge of chlorinated water shall comply with all Federal, State and Local Standards. DPW must be contacted prior to flushing. De-chlorinating facilities shall be used as required.

### COMPENSATION

#### General

Excavation and backfill to a depth up to 6-feet; pipe couplings, plugs; fittings specifically shown on the drawings, pressure and leakage testing, and disinfection will not be measured for payment, but shall be considered incidental to the appropriate pipe items.

**The Contractor is advised that brick and concrete pavements have been found to exist beneath the existing asphalt on Brookline Street. Test pit logs are included on the drawings.** Excavation of existing hot mix asphalt, brick and concrete pavements as required for the work of this section is included under these items.

Pavement or sidewalk restoration, if required, shall be as specified under Item 460.50 or the appropriate sidewalk item.

Trench excavation greater than a depth of 6 feet will be paid for under Item 142. Rock excavation will be paid for under Item 144. Bituminous pavement patching will be paid for under Item 460.50.

Payment for Items 303.06 and 303.12 will be at the contract unit price bid per foot and shall include full compensation for labor and materials to excavate to a maximum depth of 6 feet, install pipe as specified and indicated on the details, and backfill, and any other incidentals necessary for the satisfactory completion of the work as specified.

Payment for Items 350.06 and 350.12 will be at the contract unit price bid per each and shall include full compensation for labor and materials to excavate to a maximum depth of 6 feet, install gate and gate box, as specified and indicated on the details, and backfill, and any other incidentals necessary for the satisfactory completion of the work as specified.

Payment for Item 376.01 will be at the contract unit price bid per each and shall include full

CHAPTER 90 CONTRACT 14

compensation for labor and materials to excavate to a maximum depth of 6 feet, disconnect and properly dispose of the existing hydrant, furnish and install new hydrant, install screened gravel and concrete thrust blocks, and any other incidentals necessary for the satisfactory completion of the work as specified.

Payment for Item 376.20 will be at the contract unit price bid per each and shall include full compensation for labor and materials to excavate to a maximum depth of 6 feet, disconnect the hydrant from its existing location, reconnect the hydrant in its new location, install screened gravel and concrete thrust blocks, and any other incidentals necessary for the satisfactory completion of the work as specified. Abandonment/removal of existing branch laterals which are no longer required will be considered incidental to this item.

**SECTION 00900 – TECHNICAL SPECIFICATIONS**

The following Items are deleted:

<b>ITEM 347.10</b>	<b>WATER SERVICE REPLACED (0.75" to 1.25")</b>	<b>LINEAR FOOT</b>
<b>ITEM 347.15</b>	<b>WATER SERVICE REPLACED (2")</b>	<b>LINEAR FOOT</b>
<b>ITEM 347.20</b>	<b>WATER SERVICE REPLACED (4")</b>	<b>LINEAR FOOT</b>

**CITY OF CAMBRIDGE**  
**CHAPTER 90 CONTRACT 14**

**June 14, 2011**

**Questions:**

- The second page of the alternate speaks of installing 1375 lf of 8" ductile water pipe on Spring Street from Sixth to Third Street. Please explain where the remainder of the quantity will be installed (415 lf).

**Answer:**

Bid quantity has been adjusted.

**Question:**

- Item # 303.12 12" ductile water pipe 560 lf, also item # 350.12 12" gate valve and box, where will that installed (not shown on plans).

**Answer:**

Bid quantity has been adjusted. To be installed at connections with side street – noted on plans and as directed by engineer.

**Question:**

- Item # 347.10, 347.15 and 347.20 measurement and payment states all addresses to be on Spring Street where the new 8" main is being installed, is that a double dip for these items because of items # 346.10, 346.15 are for new services on Spring Street.

**Answer:**

Items # 347.10, 347.15 and 347.20 have been eliminated.

**Question:**

- Please explain the quantities for item # 363.15 1.5" corporation stop quantity of 75 each, when the pipe item # 346.15 only has 410 lf.

**Answer:**

Bid quantity has been adjusted.

**Question:**

- Are we dealing with all these services 1" and 1.5" (total of 155 each) in that one stretch of Spring Street.

**Answer:**

There are approximately 73 services total ranging from 1" to 4". Bid quantity has been adjusted.

# FORM FOR GENERAL BID

To the Awarding Authority:

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

## Chapter 90 Contract 14

CAMBRIDGE, MA

in accordance with the accompanying plans and specifications including all Labor and Materials, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. **BID SUBMISSION REQUIREMENTS**

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

THE BIDDER MUST PROVIDE REFERENCES INCLUDING TELEPHONE NUMBER AND CONTACT NAMES FROM AT LEAST THREE LOCATIONS WHERE THEY ARE CURRENTLY PROVIDING THE SAME SERVICES FOR A MUNICIPALITY OR OTHER GOVERNMENT ENTITY. REFERENCES WILL BE USED IN DETERMINING THE RESPONSIBILITY OF THE BIDDER. THE CITY RESERVES THE RIGHT TO USE ITSELF AS A REFERENCE

C. This bid includes addenda numbered \_\_\_\_\_

D. The proposed contract price for the BASE BID  
is \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

E. The proposed contract price for ADD ALTERNATE #1 – Spring Street from First Street to Third Street  
is \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

F. Basis of award will be on the prices bid for Base Bid or Base Bid plus Add Alternate #1 at the sole discretion of the City and as funds allow.

G. The subdivision of the proposed contract price is as follows: (All quantities are approximate)

**Item 2 through 9 contain the minimum unit prices. The Contractor shall add to this value an adjustment to provide the final unit price bid for the respective item. The final unit price bid shall be the sum of the minimum unit price and the bidders inputted value. Insertion of 0 is allowable. In that case, the final unit cost will be the minimum unit cost.**

Bidder's Name \_\_\_\_\_  
ADDENDUM No. 5

00300-01  
June 14, 2011

- H. The undersigned agrees if selected as General Contractor, within seven working days after presentation thereof by the City, the Contractor will:
1. execute a contract in accordance with the terms of this general bid;
  2. furnish a performance bond and a labor and materials or payment bond;
    - a. of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the City;
    - b. in the sum of one hundred percent of the contract price;
    - c. premiums for each are to be paid by the General Contractor.
  3. provide an Insurance certificate specifying the City of Cambridge as **Additional Insured**, complying with the Insurance requirements set forth herein in the General Terms and Conditions of the contract, Article 8.

The City of Cambridge further requires that the General Contractor furnish the City with a copy of all insurance policies prior to or with the delivery of its signed Contract to the City.

- I. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any minor informalities in the bidding prices.
- J. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.
- K. The bidder hereby certifies it shall comply with the minority workforce ratios and specific action contained in the Cambridge Employment Plan, the Supplemental Equal Employment Opportunity Program and the Americans with Disabilities Act. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with same.
- L. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.
- M. The bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
- N. The undersigned certifies that it possesses the skill, ability and integrity necessary for the faithful performance of the work; that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the

Bidder's Name \_\_\_\_\_  
 ADDENDUM No. 5

00300-02

June 14, 2011

commonwealth and satisfactory to the awarding authority.

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, joint venture, business, partnership, corporation, or other business or legal entity.

**“I certify under the penalties of perjury that I have complied with all of the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support”.**

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provision of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of General Bidder)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
102.50	89	Tree Protection and Maintenance, at _____ _____ Per Each				
102.51	89	Tree Trimming _____ _____ Per Each				
103.00	3	Tree Removed (Diameter Under 2 ft.), at _____ _____ Per Each				
104.00	3	Tree Removed (Diameter 2 ft. and Over), at _____ _____ Per Each				
105.00	3	Stump Removed _____ _____ Per Each				
120.10	3,233	Unclassified Excavation, at _____ _____ Per Cubic Yard				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
125.10	1	Soil and Waste Management, at <u>One Thousand and 00/100+ _____ =</u> _____ Dollars <u>(\$1,000+ _____) = \$ _____.</u> Per Lump Sum				
125.20	158	Handling Asbestos Contaminated Soil / Fill, at <u>Fifty and 00/100+ _____ =</u> _____ Dollars <u>(\$50+ _____) = \$ _____.</u> Per Cubic Yard				
125.40	776	Reuse Excavated Material On-site as Backfill, at <u>Five and 00/100+ _____ =</u> _____ Dollars <u>(\$5+ _____) = \$ _____.</u> Per Cubic Yard				
126.10	153	Disposal of Soil - Background Soils (Class A-1), at <u>Five and 00/100+ _____ =</u> _____ Dollars <u>(\$5+ _____) = \$ _____.</u> Per Ton				
126.20	757	Disposal of Soil - Impacted <RCS-1 (Class A-2), at <u>Ten and 00/100+ _____ =</u> _____ Dollars <u>(\$10+ _____) = \$ _____.</u> Per Ton				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
126.30	152	Disposal of Soil - Daily Cover Unlined Landfill (Class B-1), at  Ten and 00/100+ _____ =  _____ Dollars  (\$10+ _____) = \$ _____ Per Ton				
126.40	152	Disposal of Soil - Daily Cover Lined Landfill (Class B-2), at  Twenty and 00/100+ _____ =  _____ Dollars  (\$20+ _____) = \$ _____ Per Ton				
126.50	502	Disposal of Soil - Non-Hazardous Solid Waste (Class B-3, B-4, B-5 and B-6), at  Twenty and 00/100+ _____ =  _____ Dollars  (\$20+ _____) = \$ _____ Per Ton				
126.90	152	Disposal RCRA Hazardous Waste (Class C-1 and C-2), at  Eighty and 00/100+ _____ =  _____ Dollars  (\$80+ _____) = \$ _____ Per Ton				
126.99	152	Disposal of Asbestos Waste, at  Thirty and 00/100+ _____ =  _____ Dollars  (\$30+ _____) = \$ _____ Per Ton				

Bidder's Name \_\_\_\_\_

ADDENDUM No 5

June 14, 2011

00300-06

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
129.02	15,907	Asphalt Pavement Excavation by Cold-Planer (0-3" Depth), at  _____ _____ Per Square Yard				
129.04	750	Asphalt Pavement Excavation by Cold-Planer (3"-4" Depth), at  _____ _____ Per Square Yard				
141.11	110	Test Pits, at  _____ _____ Per Cubic Yard				
142.00	35	Class B Trench Excavation, at  _____ _____ Per Cubic Yard				
144.00	35	Class B Rock Excavation, at  _____ _____ Per Cubic Yard				
145.00	5	Drainage Structure Abandoned, at  _____ _____ Each				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
146.00	9	Drainage Structure Removed, at _____ _____ Each				
150.	110	Ordinary Borrow, at _____ _____ Per Cubic Yard				
150.1	30	Special Borrow, at _____ _____ Per Cubic Yard				
151.00	2,073	Gravel Borrow, at _____ _____ Per Cubic Yard				
153.00	35	Controlled Density Fill Excavatable, at _____ _____ Per Cubic Yard				
156.20	100	Crushed Stone, at _____ _____ Per Cubic Yard				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
170.00	2,100	Fine Grading and Compacting (Subgrade Areas), at  _____ _____ Per Square Yard				
187.3	22	Removal and Disposal of Drainage Structure Sediments, at  _____ _____ Per Cubic Yard				
187.31	40	Removal and Disposal of Drainage Pipe Sediments, at  _____ _____ Per Foot				
201.00	2	Catch Basin Type 1 - 4 Foot Sump, at  _____ _____ Per Each				
201.03	2	Catch Basin Type 5 - Direct Inlet, at  _____ _____ Per Each				
201.05	26	Catch Basin Type 1 - 6 Foot Sump, at  _____ _____ Per Each				

Bidder's Name \_\_\_\_\_

ADDENDUM No 5

June 14, 2011

00300-09

**CHAPTER 90 CONTRACT 14  
BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
202.20	7	Drain Manhole - Type 1, at _____ _____ Per Each				
202.24	1	Drain Manhole Type 2 - 4-Foot Sump, at _____ _____ Per Each				
220.00	284	Sewer or Drainage Structure Adjusted at, _____ _____ Per Each				
220.20	1	Sewer or Drainage Structure Remodeled at, _____ _____ Per Each				
220.30	14	Drainage Structure Rebuilt at, _____ _____ Per Vertical Foot				
220.50	5	Drainage Structure Change in Type at, _____ _____ Per Each				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
221.00	6	Frame and Cover, at _____ _____ Per Each				
222.00	22	Frame and Grate, at _____ _____ Per Each				
225.52	22	Catch Basin Trap, at _____ _____ Per Each				
234.12	685	12" PVC Drain Pipe, at _____ _____ Per Foot				
238.10	80	10 Inch Ductile Iron Pipe, at _____ _____ Per Foot				
241.12	60	12 Inch Reinforced Concrete Pipe, at _____ _____ Per Foot				
303.06	30	6-Inch Ductile Iron Water Pipe, at _____ _____ Per Foot				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
303.07	50	4-Inch Ductile Iron Water Pipe, at  _____ _____ Per Foot				
303.08	1450	8-Inch Ductile Iron Water Pipe, at  _____ _____ Per Foot				
303.12	30	12-Inch Ductile Iron Water Pipe, at  _____ _____ Per Foot				
346.10	1,750	1" Copper Tubing Type K, at  _____ _____ Per Foot				
346.15	75	1-1/2" Copper Tubing Type K, at  _____ _____ Per Foot				
350.04	3	4-Inch Gate and Gate Box, at  _____ _____ Per Each				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
350.06	3	6-Inch Gate and Gate Box, at _____ _____ Per Each				
350.08	10	8-Inch Gate and Gate Box, at _____ _____ Per Each				
350.12	6	12-Inch Gate and Gate Box, at _____ _____ Per Each				
357.00	9	Water Gate Box Replaced in Roadway, at _____ _____ Per Each				
358.00	25	Water Gate Box Replaced in Sidewalk, at _____ _____ Per Each				
358.1	1	Gate Box Removed and Stacked, at _____ _____ Per Each				

Bidder's Name \_\_\_\_\_

ADDENDUM No 5

June 14, 2011

00300-013

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
358.15	5	Water Gate Box Adjusted with Adapter, at _____ _____ Per Each				
358.20	66	Water Gate Box Adjusted, at _____ _____ Per Each				
363.10	80	1 Inch Corporation Stop, at _____ _____ Per Each				
363.15	5	1 ½ Inch Corporation Stop, at _____ _____ Per Each				
376.01	2	Remove and Replace Hydrant, at _____ _____ Per Each				
376.20	3	Remove and Reset Hydrant, at _____ _____ Per Each				
376.5	6	Hydrant - Adjusted, at _____ _____ Per Each				

Bidder's Name \_\_\_\_\_

ADDENDUM No 5

June 14, 2011

00300-014

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
381.3	51	Service Box Adjusted, at  _____ _____ Per Each				
402.	180	Dense Graded Crushed Stone for Sub-Base, at  _____ _____ Per Cubic Yard				
420.00	310	Hot Mix Asphalt Base Course, at  _____ _____ Per Ton				
440.00	2,100	Calcium Chloride for Roadway Dust Control, at  _____ _____ Per Pound				
443.00	7	Water for Roadway Dust Control, at  _____ _____ Per Million Gallons				
460.00	1,635	Hot Mix Asphalt, at  _____ _____ Per Ton				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
460.10	50	Hot Mix Asphalt Dense Binder, at _____ _____ Per Ton				
460.30	70	Hot Mix Asphalt - Leveling Course, at _____ _____ Per Ton				
463.	15	Bitumen for Prime Coat, at _____ _____ Per Gallon				
464.00	1,297	Bitumen for Tack Coat, at _____ _____ Per Gallon				
464.60	5,670	Hot Applied Asphalt Crack Filler _____ _____ Per Foot				
472.00	76	Hot Mix Asphalt for Miscellaneous Work, at _____ _____ Per Ton				
472.5	40	Hot Mix Asphalt for Patching, at _____ _____ Per Ton				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
482.30	2,670	Sawing Asphalt Pavement, at  Per Foot				
504.00	3,750	Granite Curb Type VA4 - Straight, at  Per Foot				
504.04	102	Granite Curb Type VA4 - Straight 4-Inches, at  Per Foot				
504.10	765	Granite Curb Type VA4 - Curved, at  Per Foot				
509.00	1,155	Granite Transition Curb for Wheelchair Ramps - Straight, at  Per Foot				
509.10	625	Granite Transition Curb for Wheelchair Ramps - Curved, at  Per Foot				

Bidder's Name \_\_\_\_\_

ADDENDUM No 5

June 14, 2011

00300-017

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
516.00	6	Granite Curb Corner - Type A, at _____ _____ Per Each				
580.00	1,720	Curb Removed and Reset, at _____ _____ Per Foot				
582.	2	Curb Corner Removed and Reset, at _____ _____ Per Each				
594.00	5,510	Curb Removed and Discarded, at _____ _____ Per Foot				
595.	14	Curb Inlet Removed and Discarded, at _____ _____ Per Each				
596.	13	Curb Corner Removed and Discarded, at _____ _____ Per Each				
655.00	50	Fence Removed and Reset, at _____ _____ Per Foot				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
655.50	50	Wood Fence, at  _____ _____ Per Foot				
655.60	50	Chain Link Fence, at  _____ _____ Per Foot				
701.00	4,591	4" Cement Concrete Sidewalks, at  _____ _____ Per Square Yard				
701.10	890	6" Cement Concrete Sidewalks (Driveways and Intersections), at  _____ _____ Per Square Yard				
701.20	1,095	6" Cement Concrete Pedestrian Ramps, at  _____ _____ Per Square Yard				
701.29	80	Cast-in-Place Detectable Tile, at  _____ _____ Per Square Yard				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
702.	160	Hot Mix Asphalt Walk Surface, at _____ _____ Per Ton				
705.20	38	Flagstone Walk Removed and Reset, at _____ _____ Per Square Yard				
705.30	20	Flagstone Walk, at _____ _____ Per Square Yard				
706.10	90	Cobblestone Walk Removed and Relaid on New Foundation, at _____ _____ Per Square Yard				
706.11	20	Brick Walk Removed and Relaid on New Foundation, at _____ _____ Per Square Yard				
706.14	710	Brick Walk on 4" Concrete base, at _____ _____ Per Square Yard				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
706.16	90	Brick Walk on 6" HMA Base, at _____ _____ Per Square Yard				
706.60	80	Concrete Pavers on Hot-Mix Asphalt Surface, at _____ _____ Per Square Yard				
706.7	25	Brick Paver - Modified, at _____ _____ Per Square Yard				
707.91	2	Bicycle Post Removed and Reset, at _____ _____ Per Each				
707.93	11	Bicycle Rack - In Concrete Surface, at _____ _____ Per Each				
707.94	11	Bicycle Rack - In Brick Surface, at _____ _____ Per Each				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14  
BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
710.4	2	Bound - Plain Granite, at _____ _____ Per Each				
715.1	2	Mail Box Removed and Reset, at _____ _____ Per Each				
748.00	1	Mobilization, at _____ _____ Per Lump Sum				
751.00	160	Loam Borrow, at _____ _____ Per Cubic Yard				
765.00	400	Seeding, at _____ _____ Per Square Yard				
767.6	10	Aged Pine Bark Mulch, at _____ _____ Per Cubic Yard				
775.00	30	Tree Planting _____ _____ Per Each				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
832.10	60	Warning-Regulatory and Route Marker - Alum. Panel (Type A), at  _____ _____ Per Square Foot				
854.2	190	Pavement Marking Removal - Thermoplastic, at  _____ _____ Per Square Foot				
856.12	4	Portable Changeable Message Sign, at  _____ _____ Per Each				
864.01	210	Pavement Arrows and Legends - Reflective White Tape, at  _____ _____ Per Square Foot				
866.02	100	Raised Pavement Marker One Way - Yellow, at  _____ _____ Per Foot				
866.04	500	4" Reflectorized White Line - Thermo., at  _____ _____ Per Foot				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
866.06	600	6" Reflectorized White Line Thermo., at  _____ _____ Per Foot				
866.12	5,020	12" Reflectorized White Line Thermo., at  _____ _____ Per Foot				
866.24	1,100	24" Reflectorized White Line Thermo., at  _____ _____ Per Foot				
867.04	2,840	4" Reflectorized Yellow Line Thermo., at  _____ _____ Per Foot				
867.06	100	6" Reflectorized Yellow Line Thermo., at  _____ _____ Per Foot				
874.00	6	Street Name Sign, at  _____ _____ Per Each				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
874.1	46	Street Sign Removed and Reset, at _____ _____ Per Each				
874.2	85	Traffic Sign Removed and Reset, at _____ _____ Per Each				
874.3	2	Traffic Sign Removed and Stacked, at _____ _____ Per Each				
875.1	4	Parking Meter Removed and Reset, at _____ _____ Per Each				
874.99	3	Memorial Sign Removed and Reset, at _____ _____ Per Each				
877.00	170	Traffic Sign Post, at _____ _____ Per Each				
900.01	2	Bronze Valve Plate stored and reset (\$7,500 if damaged) _____ _____ Per Each				

Bidder's Name \_\_\_\_\_

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
901.	10	4000 PSI, 1.5 IN., 565 Cement Concrete, at  _____ _____ Per Cubic Yard				
903.	3	3000 PSI, 1.5 IN., 470 Cement Concrete, at  _____ _____ Per Cubic Yard				
996.00	1	Tree Grate Removal  _____ _____ Lump Sum				
997.00	1	Light Pole and Luminaire Removed and Reset  _____ _____				
998.00	5	Erosion and Sediment Control Five thousand and 00/100+ = _____ Dollars  (5,000+ ) = \$ _____ Per Each Street				
999.00	1	Construction Staking, at  _____ _____ Per Lump Sum				

Bidder's Name \_\_\_\_\_

ADDENDUM No 5

June 14, 2011

00300-026

**CHAPTER 90 CONTRACT 14**  
**BASE BID**

Grand Total Amount of Base Bid:

\_\_\_\_\_

(Amount In Words)

\$

\_\_\_\_\_

(Amount In Figures)

Bidder's Name \_\_\_\_\_

**Chapter 306 of the Acts of 2004**  
**An Act Relative to the Health and Safety on Construction Projects**

GENERAL CONTRACTOR'S CERTIFICATION - BID FORM

\_\_\_\_\_ (Name of General Bidder) hereby certifies  
that it, and all its subcontractors who are not filed subbidders shall:

(1) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Signed under the penalties of perjury. \_\_\_\_\_ (date)

\_\_\_\_\_  
Signature of authorized representative of contractor

\_\_\_\_\_  
Print name of authorized representative of contractor

**RETURN THIS FORM WITH YOUR BID**

CITY OF CAMBRIDGE, MASSACHUSETTS

**BID BOND**

We, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the CITY OF CAMBRIDGE, a municipality in the County of Middlesex and Commonwealth of Massachusetts, in the penal sum of Dollars (\$\_\_\_\_\_), for the payment of which, well and truly to be made. We hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that the Principal has submitted to the City of Cambridge, Massachusetts, a certain Bid attached hereto and hereby made a part hereof for the Project describe as **CONTRACT 90 CHAPTER 14.**

If the Principal fails to perform his/her/its agreement to execute a contract and furnish a performance bond and a labor and materials or payment bond as stated in his/her/its bid in accordance with the applicable state statute or fails in all other respects to perform the agreement created by the acceptance of said bid, his/her/its bid deposit shall become and be the property of the City of Cambridge as liquidated damages.

If said Bid shall be rejected because of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the Principal, his/her/its bid bond shall be returned to him/her/it.

The Surety, for value received, hereby agrees that its obligations and its bond shall in no way be impaired or affected by an extension of the time in which the City of Cambridge may accept such bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and have caused this bond to be signed by their proper officers on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
SURETY

## MINORITY BUSINESS ENTERPRISE REQUIREMENTS

### GENERAL

On June 30, 1983 the city of Cambridge put into effect a city wide Minority Business Enterprise (MBE) Program. To comply with the requirements of this program, a general contractor must submit the appropriate MBE Forms with its bid. The process is explained below. Failure to meet the requirements may result in automatic disqualification of the bidder. Upon request or upon its own initiative, the City may grant an extension of time for submission of the appropriate MBE Forms. Extensions shall be granted only upon a finding by the City that the bidder's failure to submit the appropriate MBE forms was excusable.

### PROCEDURE

Steps you should take to comply with the City's MBE requirements are as follows:

1. Secure a copy of the State Office for Minority and Women Owned Business Assistance (SOMWBA) Certified Minority/Women Business Directory. Only MBE firms approved by SOMWBA will be accepted by the City of Cambridge. Copies of the directory are available at the City's Purchasing Department.
2. Attempt to develop a bid that includes at least ten percent (10%) of your total bid price in the form of work subcontracted to (or materials purchased from) one or more Minority Businesses.
3. To make the attempt to secure at least 10% Minority business participation, you (the General Contractor) must contact as many of the subcontractors or suppliers in the SOMWBA directory as necessary. Please note that MBE FORM #3 - CONTRACT REQUEST-FOR-EXTENSION and MBE FORM #4 - INFORMATION ON UNSUCCESSFUL MBE CONTACT require you to provide a list of each firm contacted and other related information.
4. If you are successful in securing 10% or more Minority Business participation, you must:
  - A: Complete and submit MBE FORM #1 CONTRACTOR CERTIFICATION OF COMPLIANCE.
  - B: Have your participating Minority Business each fill out MBE FORM #2 - LETTER OF INTENT TO PARTICIPATE, to be submitted with your bid.
5. If, after contacting all SOMWBA-approved firms in the trades or materials categories you should include in your bid, you have not been able to secure 10% Minority business participation, then complete and submit with your bid MBE FORM #3 - CONTRACTOR REQUEST FOR EXTENSION and MBE FORM #4 - INFORMATION ON UNSUCCESSFUL MBE CONTACT.
6. If you have any questions about the above steps, please call Duane Brown, Minority Business Compliance Officer, at (617) 349-4332.

# MINORITY BUSINESS ENTERPRISE PROGRAM

## COMPLIANCE DETAILS

PERCENTAGE OF MBE PARTICIPATION - percentage of MBE participation shall be that percentage of the total bid price represented by the amount to be paid to MBE(s). The General Bidder's compliance with the percentage requirement shall continue to be determined by reference to the above-described method throughout the term of the contract, even though the actual may be greater or less than the bid price. The General Bidder shall submit to the Minority Business Compliance Officer signed copies of its subcontracts with all MBE's involved in meeting the percentage of Minority Business Enterprise Requirement.

ROLE of the MBE REVIEW COMMITTEE - The MBE Review Committee shall have referred to it by the Purchasing Agent and the Minority Business Compliance Officer all questions of interpretation of the MBE Program that arise during the Program's operation. The MBE Review Committee shall have the responsibility and authority to respond with binding answers to these questions. It also has the responsibility and authority to recommend to the City Manager whatever improvements it believes can be made in the program, based on operating experience.

CHANGES OF MBE STATUS - Any change or substitution of the officers or stockholders in a participating MBE company that reduces the minority ownership or control to less than the requisite percentage will immediately rescind the MBE designation previously given by SOMWBA. The General Bidder (Prime Contractor) shall immediately notify the Minority Business Compliance Officer upon learning of such a change in MBE status. In this event, the Prime Contractor shall submit to the Minority Business Compliance Officer a revised Contractor Certification of Compliance with MBE Requirements, showing how the lost MBE participation will be replaced.

## SANCTIONS

- A. If the Prime Contractor does not comply with the terms of the Minority Business Enterprise requirements of the contract, the City may (1) suspend any payment for the activity that should have been performed by the MBE pursuant to the contract, or (2) require specific performance of the Prime Contractor's obligation by requiring the Prime Contractor to sub contract with any MBE for any contract or specialty item at the contract price established for that item in the proposal submitted by the Prime Contractor.
- B. To the extent that the Prime Contractor has not Complied with the MBE requirements of the contract, the City may retain an amount determined by multiplying the bid price of this contract by the required percentage of MBE participation, less the amount of paid to MBEs for work performed under the contract and any payments already suspended under "A" above.
- C. In addition, or as an alternative, to the remedies under "A" and "B" above, the City may suspend, terminate, or cancel this contract, in whole or in part, or may call upon the Prime Contractor's surety to perform all terms and conditions in the contract, unless the Prime Contractor is able to demonstrate its compliance with the MBE requirements, and may further deny to the Prime Contractor the right to participate in any future contracts awarded by the City for a period of up to three years.

- D. In any proceeding involving the imposition of sanctions by the City, no sanctions shall be imposed if the City finds that the Prime Contractor has taken every possible measure to comply with MBE requirements, or that some other justifiable reason exists for waiving the MBE requirements in whole or part.
- E. Any bidder or contractor shall provide such information as is necessary in the judgement of the City to ascertain its compliance with the MBE Requirements.
- F. No sanctions shall be imposed by the City except in an adjudicatory proceeding under Chapter 30A of the General Laws.
- G. A Prime Contractor shall have the right to request suspension of any sanctions imposed by the City upon showing that it is once again in compliance with the MBE Requirements.

CONTRACTOR CERTIFICATION OF COMPLIANCE  
Minority Business Enterprise Requirements

FORM  
1  
M.B.E.

Name & Address of Participating Minority Bus. Enterprises	Name of Participant	Dollar Value Participation
--	---------------------	-------------------------------

The below-signed bidder certifies that it will honor the above Minority Business Enterprise Commitment and that it understands that a breach of this commitment constitutes a breach of the contract.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. GRAND TOTAL FOR MINORITY BUSINESS COMMITMENT

\$ \_\_\_\_\_

8. PERCENTAGE MBE PARTICIPATION (Line 7 divided by total bid price)

% \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Contractor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Business Address

LETTER OF INTENT TO PARTICIPATE  
 Minority Business Enterprise Requirements

FORM  
2  
 M.B.E.

TO: \_\_\_\_\_  
 (Name of General Bidder)

1. My company intends to perform work under the above-identified contract as:

- \_\_\_\_\_ an individual
- \_\_\_\_\_ a partnership
- \_\_\_\_\_ a corporation
- \_\_\_\_\_ a joint venture with \_\_\_\_\_
- \_\_\_\_\_ other (explain) \_\_\_\_\_

2. My company has been certified by the State Office of Minority and Women-Owned Business Assistance (SOMWBA) as a Minority Business Enterprise and is listed as such in the most recently issued SOMWBA Minority/Women Business Directory. I hereby certify that my company's qualification as a Minority Business Enterprise have not changed since its application was submitted to SOMWBA. I further certify that my company will give immediate notification in writing to both SOMWBA and your Company in the event that its minority ownership, control, or management should change.

3. My company understands that if your company is awarded the contract, your company intends to enter into an agreement with my company to perform the activity described below for the prices indicated. My firm also understands that your firm, as General Bidder, will make substitutions and quantity changes only as allowed or required by the provisions of the contract with the City of Cambridge.

Item No.	Description of My Company's Activity	Quantity	Unit Price	Amount

TOTAL AMOUNT \_\_\_\_\_

\*Description of Activity should include notations such as "Labor Only", "Material Only", etc.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 MBE Name

\_\_\_\_\_  
 MBE Authorized Signature

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

Business Address

**FORM**

**3**

**M.B.E.**

**CONTRACTOR REQUEST FOR EXTENSION**

Minority Business Enterprise Requirements

CONTRACTOR REQUEST-FOR-EXTENSION OF MINORITY BUSINESS ENTERPRISE REQUIREMENTS

The below-signed General Bidder certifies that it made a good faith effort to develop the required \_\_\_\_\_ % Minority Business Enterprise participation in this contract, but was able to develop only \_\_\_\_\_ %.

The below-signed General Bidder further certifies that it contacted the below-listed firms from the SOMWBA MINORITY/WOMEN BUSINESS DIRECTORY available for viewing at the City of Cambridge Purchasing Department with the Bidding Documents; that said contracts were bona fide efforts to develop the required Minority Business Enterprise participation in the above-identified contract but were unsuccessful due to circumstances beyond the control of the General Bidder; and that the information given on the following pages about each contract has made is accurate and complete.

MBE Companies Contacted

- |           |           |
|-----------|-----------|
| 1. _____  | 11. _____ |
| 2. _____  | 12. _____ |
| 3. _____  | 13. _____ |
| 4. _____  | 14. _____ |
| 5. _____  | 15. _____ |
| 6. _____  | 16. _____ |
| 7. _____  | 17. _____ |
| 8. _____  | 18. _____ |
| 9. _____  | 19. _____ |
| 10. _____ | 20. _____ |

The below-signed General Bidder therefore requests that the City of Cambridge grant an extension of ten working days in order to provide the General Bidder and opportunity to secure the required percentage of Minority Business participation.

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Contractor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Business Address

**FORM**  
**4**  
**M.B.E.**

**INFORMATION ON UNSUCCESSFUL MBE CONTACT**

Minority Business Enterprise Requirements

Additional copies of this information form shall be prepared by the General Bidder in the quantity necessary to comply with bidding requirements.

ITEM NO. ON REQUEST-FOR-EXTENSION \_\_\_\_\_

NAME OF MBE COMPANY CONTACTED \_\_\_\_\_

ADDRESS OF " " \_\_\_\_\_

TELEPHONE NO. " " \_\_\_\_\_

DATE OF INITIAL CONTACT \_\_\_\_\_

HOW WAS CONTACT MADE? (Check appropriate answer) TELEPHONE \_\_\_\_\_ IN PERSON

SUB-CONTRACT WORK OFFERED TO THIS MBE COMPANY

\_\_\_\_\_

RESULT OF CONTACT (Check appropriate answer) MBE FIRM DECLINED JOB \_\_\_\_\_;  
MBE FIRM OFFERED TO DO JOB AT PRICE OF \$ \_\_\_\_\_, WHICH WAS DETERMINED BY  
OUR COMPANY TO BE TO HIGH \_\_\_\_\_; MBE COMPANY OFFERED TO DO THE JOB AT A  
PRICE OF \$ \_\_\_\_\_, WHICH WAS SATISFACTORY, BUT THE MBE  
COMPANY WAS JUDGED BY OUR COMPANY TO BE UNQUALIFIED FOR THE JOB

\_\_\_\_\_  
NAME AND TITLE OF THE MBE COMPANY OFFICER WHO CAN VERIFY ABOVE  
INFORMATION AS TO MBE COMPANY'S RESPONSE

\_\_\_\_\_ It is  
certified herewith by the below-signed officer of the General Bidder that the above information is accurate  
and complete.

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Contractor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Business Address

**STATEMENT OF BIDDER'S QUALIFICATIONS  
AND  
QUALITY REQUIREMENTS**

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

THE BIDDER MAY UTILIZE SUBCONTRACTOR'S QUALIFICATIONS FOR RESPONDING TO QUALITY REQUIREMENTS. PLEASE RESPOND 'YES' IF SUING SUBCONTRACT TO MEET THE QAULITY REQUIREMENTS. HOWEVER, THE BIDDER IS SPECIFICALLY ADVISED THAT ANY PERSON, FIRM OR OTHER PARTY TO WHOM IT PROPOSES TO AWARD A SUBCONTRACT UNDER THE TERMS OF THIS CONTRACT MUST BE ACCEPTABLE TO THE OWNER AND TO THE COMMONWEALTH OF MASSACHUSETTS.

THE CITY OF CAMBRIDGE WILL REJECT ANY BID THAT DOES NOT MEET THE QUALITY REQUIREMENTS. A "NO" RESPONSE OR A FAILURE TO RESPOND TO ANY OF THE FOLLOWING QUALITY REQUIREMENTS WILL RESULT IN A REJECTION OF YOUR BID.

- |   |     |    |
|---|-----|----|
| 1. Bidder has worked under contract with the Commonwealth of Massachusetts or City of Cambridge within the past five (5) years to perform bituminous concrete excavation by cold-planing, full depth excavation and placement of roadway pavement meeting the 1988 MHD Standard Specifications. | YES | NO |
| 2. Bidder has paving equipment with a spreader which is a minimum of ten (10) feet wide, two (2) mechanical and rubber tire rollers weighing a minimum of ten (10) tons each and back up equipment in the event of breakdown.   | YES | NO |
| 3. Bidder has an emulsion truck equipped with a tachometer pressure gauge, volume measuring devices and a thermometer for reading the temperature of tank contents.   | YES | NO |
| 4. Bidder has appropriate equipment and tools and competent personnel to perform the work of this contract and will submit employee qualifications if requested by the Office of the City Engineer.   | YES | NO |
| 5. Bidder has a minimum of three (3) years of Municipal experience in thermoplastic pavement markings work.   | YES | NO |
| 6. Bidder has performed sidewalk reconstruction and pedestrian ramps in conformance with the ADA Act.   | YES | NO |
| 7. Bidder has a minimum of five (5) years experience constructing municipal water main  | YES | NO |
| 8. Bidder can provide, upon request, proof of financial solvency.   | YES | NO |

Bidder's Name \_\_\_\_\_  
ADDENDUM No. 5 June 14, 2011

00312-01

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. The names, titles, residences of all persons and parties interested in this Proposal as principals are as follows:

Note: Give the first and last names in full. In the case of corporation, give names of officers and directors; in the case of a partnership, give names of all partners.

IMPORTANT: Be sure residences are listed below.

Name	Title	Home Address

2. When organized.

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3. If a corporation, where incorporated.

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4. How many years have you been engaged in the **Reconstruction Streets and sidewalks and minor drainage work** business under your present firm or trade name?

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5. What projects similar to this one is your organization currently performing? Provide the following information:

Name and Address of Owner for Whom Work is Being Done	Whether Work Being Done as Contractor or Sub-contractor	Description of Work	Approximate Amount of Contract	Approximate Completion Date of Work

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6. What is the general nature of work normally performed by your company?

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7. Has your present organization ever failed to complete any work awarded to it? If so, state when, where, and why.

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8. Has your present organization ever defaulted on a contract? If so, state when, where, and why.

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9. What project has your present organization completed of character similar to that proposed? Provide the following information:

Name and Address of Owner for Whom Work is Being Done	Whether Work Being Done as Contractor or Sub-contractor	Description of Work	Approximate Amount of Contract	Approximate Completion Date of Work
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10. Describe equipment available for the performance of this contract by setting forth make, model and year, size, number, and type for each such piece of equipment (a) owned, (b) currently rented or (c) to be rented. Bidder must set forth description of all equipment it plans to use whether rented or owned.

(a) Owned

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(b) Rented

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11. Background and experience of the principal member of your organization, including the officers.

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12. Who will be the contractor's on site project manager ? State such person's qualifications. Also list names of employees who will be participating in this contract and their qualifications (years of experience, etc.).

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13. Give below the name and address of one or more banks which have information that would enable them to advise regarding the financial ability of your company.

Name of Bank

Address

\_\_\_\_\_

14. Indicate Name of all Subcontractors that will be working on this project.

\_\_\_\_\_

\_\_\_\_\_

15. Employer Identification No. (Treasurer's No.)

\_\_\_\_\_

16. Name, Signature, and Title of officer preparing this proposal.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Cambridge Department of Public Works in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_

(Signature)

Tel. No. \_\_\_\_\_

BY \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )

as:

County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn,

deposes and says that he is

\_\_\_\_\_ of

\_\_\_\_\_

(Name of Organization)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_

\_\_\_\_\_

(Notary Public)

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

General Contractor's Certification

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

**GENERAL CONTRACTOR'S  
CERTIFICATION**

\_\_\_\_\_ certifies that:  
(General Contractor)

1. it shall obtain from each of its subcontractors and submit to the contracting or administering agency prior to the performance of any work under said subcontract a certification by each subcontractor, regardless of tier, that it will comply with the minority/women/resident workforce ratio;

2. it read, understands and shall comply with the Minority/Women/Resident hiring requirements set forth in the Cambridge Employment Plan, Cambridge Municipal Code §2.66.060, et seq.;

3. it is aware that failure to comply with the Cambridge Employment Plan will result in, at minimum, the following: 1) it will be ineligible to bid for future contracts with the City of Cambridge and 2) the City of Cambridge will notify DCAM of such failure which may affect the contractor's future qualification to bid for public contracts throughout the commonwealth.

4. it has read, understands and shall comply with all the pertinent provisions of the Americans with Disabilities Act and will be subject to sanctions for failure to do so.

5. it has read, understands and shall comply with all the provisions of the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program and will be subject to sanctions for failure to do so.

Signed under the penalties of perjury:

\_\_\_\_\_  
Signature of authorized representative of contractor

\_\_\_\_\_  
Print name of authorized representative of contractor

Dated: \_\_\_\_\_



**CAMBRIDGE RESPONSIBLE EMPLOYER PLAN  
GENERAL CONTRACTOR'S CERTIFICATION - BID FORM**

\_\_\_\_\_ hereby certifies that it, (Name of General Bidder)  
and all its subcontractors who are not filed subbidders shall:

- (1) comply with the Cambridge Employment Plan as it currently exists and as it may be, from time to time, amended, and specifically shall comply with the worker hours requirements of §2.66.060(A);
- (2) comply with the obligations established under M.G.L. c.149 and G.L. c30§39M to pay the appropriate lawful prevailing wage rates to its employees;
- (3) maintain or participate in a bona fide apprentice training program as defined by c.23 §§ 11H and 11I for each apprenticable trade or occupation represented in its workforce that is approved by the Division of Apprentice Training of the Department of Labor and Industries and shall abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract;
- (4) furnish, at its expense, hospitalization and medical benefits for all its employees employed on the project and/or coverage at least comparable in value to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by M.G.L. c.149, §26 and G.L. c30§39M in establishing minimum wage rates;
- (5) maintain appropriate industrial accident insurance coverage for all its employees employed on the project in accordance with M.G.L. c.152;
- (6) properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance, unemployment taxes, social security taxes and income tax withholding; and
- (7) certify under oath and in writing on a weekly basis for the entire duration of its work on the project, that it is in compliance with the above obligations.

Signed under the penalties of perjury. \_\_\_\_\_ (date)

\_\_\_\_\_  
Signature of authorized representative of contractor

\_\_\_\_\_  
Print name of authorized representative of contractor

THIS CERTIFICATE APPLIES ONLY TO GENERAL BIDS OVER \$100,000 INCLUDING ALL  
ALTERNATES, IF ANY.

**RETURN THIS FORM WITH YOUR BID**

**CAMBRIDGE RESPONSIBLE EMPLOYER PLAN  
NON-FILED SUB-CONTRACTOR'S CERTIFICATION - BID FORM**

\_\_\_\_\_ hereby certifies that it shall:  
(Name of Sub-Contractor)

- (1) comply with the Cambridge Employment Plan as it currently exists and as it may be, from time to time, amended, and specifically shall comply with the worker hours requirements of §2.66.060(A);
- (2) comply with the obligations established under M.G.L. c.149 and G.L. c30§39M to pay the appropriate lawful prevailing wage rates to its employees;
- (3) maintain or participate in a bona fide apprentice training program as defined by c.23 §§ 11H and 11I for each apprenticable trade or occupation represented in its workforce that is approved by the Division of Apprentice Training of the Department of Labor and Industries and shall abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract;
- (4) furnish, at its expense, hospitalization and medical benefits for all its employees employed on the project and/or coverage at least comparable in value to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by M.G.L. c. 149, §26 and G.L. c30§39M in establishing minimum wage rates;
- (5) maintain appropriate industrial accident insurance coverage for all its employees employed on the project in accordance with M.G.L. c. 152;
- (6) properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance, unemployment taxes, social security taxes and income tax withholding; and
- (7) certify under oath and in writing on a weekly basis for the entire duration of its work on the project, that it is in compliance with the above obligations.

Signed under the penalties of perjury. \_\_\_\_\_ (date)

\_\_\_\_\_  
Signature of authorized representative of contractor

\_\_\_\_\_  
Print name of authorized representative of contractor

THIS CERTIFICATE APPLIES ONLY TO SUB-BIDS OVER \$25,000 INCLUDING ALL ALTERNATES, IF ANY.

**RETURN THIS FORM WITH YOUR BID**

## 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.**