



City of Cambridge

Purchasing Department

Cynthia H. Griffin
Purchasing Agent

TO: ALL BIDDERS

FROM: CITY OF CAMBRIDGE

DATE: JUNE 1, 2011

RE: FROST STREET AREA SEWER SEPARATION AND SURFACE
IMPROVEMENT PROJECT – FOREST STREET - FILE NO. 5466

Please note the attached Addendum No. 3.

All other particulars remain unchanged.

CYNTHIA H. GRIFFIN
PURCHASING AGENT

ADDENDUM NO. 3



**Frost Street Area Sewer Separation and
Surface Improvements
Project – Forest Street**

ADDENDUM NO. 3

May 31, 2011

I. GENERAL

The attention of bidders submitting proposals for the above referenced project is called to the following Addendum to the Contract Plans and Specifications. The items set forth herein, whether of omission, addition, substitution, or clarification are all included in the proposed work. Clarifications, Questions and Answers, and Meeting Minutes are issued for the purpose of interpretation only and do not become part of the Contract Documents.

This Addendum consists of numbered Page 1 through 7.

This addendum is comprised of the following:

- Pre-Bid Conference Meeting Agenda and Minutes
- Answers to Bidders' Questions
- Modifications to Specifications
- Modifications to Plans
- Plan Holders List

Inclusion of this Addendum must be acknowledged by inserting its number on page 2 of the Forms for General Bid in the Bid Documents. Failure to acknowledge any or all addenda in the above-specified bid may be cause for rejection of the bid by the Owner on the grounds that it is not responsive.

A. PRE-BID CONFERENCE MEETING AGENDA AND MINUTES

B. Attached

III. ANSWER TO BIDDERS QUESTIONS

From: Pre-Bid Meeting

Date: May 17, 2011

Question: Water Works plan Sheet U-5, section of water main are not sized. What is the size of water main?

Answer: Sheet U-5 will be reissued with the appropriate water main sizes.

From: Pre-Bid Meeting

Date: May 17, 2011

Question: Does existing water main need to be removed on Forest Street since the proposed water main is being relocated?

Answer: Yes. The existing water main on Forest Street will be removed for the proposed sanitary sewer line. All existing water mains shall be removed where new water mains are proposed.

From: Pre-Bid Meeting

Date: May17, 2011

Question: Who pays for police details, does the City or the Contractor?

Answer : The Cambridge DPW will set up an account with the police department to pay for police details. The Contractor is responsible for scheduling all details needed to execute their work.

From: Pre-Bid Meeting

Date: May 17, 2011

Question: Flowable Fill, is there a specific area where this is needed or is this for discretionary use?

Answer: Flowable fill is for discretionary use. Primary use is for areas where proposed pipes or utilities are constructed below existing and required compaction between utilities cannot be achieved.

From: Pre-Bid Meeting

Date: May 17, 2011

Question: There is not a gravel item in the bid form, should there be?

Answer: Gravel backfill has been added to the Bid Form and Technical Specifications as STRUCTURAL FILL, see Modifications to Specifications below.

Addendum No. 3

Frost Street Area Sewer Separation
and Surface Improvements
Project – Forest Street

From: Pre-Bid Meeting

Date: May 17, 2011

Question: There is not a dense graded item in the bid form, should there be?

Answer: Gravel Subbase has been added to the Bid Form and Technical Specifications, see Modifications to Specifications below.

From: Pre-Bid Meeting

Date: May 17, 2011

Question: Is there any flow data for the existing combined sewer system?

Answer: Yes, please find attached a table presenting the estimates for flow rates in the Forest Street Area. Please note that we have not performed flow metering in this area, so dry weather flow rates are based on estimated per capita usage in the upstream networks and wet weather flows are based on estimated modeling results for existing conditions in the combined sewer system. These flow rates flow rates are estimates only of what could be expected during construction.

From: D'Allessandro Corp., Megan Ponte

Date: May 17, 2011

Question: The details show the asphalt base as 2-1/2". Is this correct?

Answer: The asphalt base/binder course shall be 2-1/2" on Forest Street, Frost Street, and Newport Road and 4" on Oxford street, as depicted on the R-sheets.

From: Baker Corp, Kelly Bailey

Date: May 23, 2011

Question: Section 02761: flow Bypass-What are the anticipated maximum daily flows for the:

- I. 24" x 18" Sewer on Forest Street, prior to STA 100+00
- II. 8" Sewer on Newport Road
- III. 15" Sewer on Frost Street (North)

Answer : Estimated flow data has been attached, see above for flow data.

From: Mattuchio Construction Company, Inc., Dan Duvall

Date: May 25, 2011

Question: Item 2615.2, D.I. 12" Gravity pipe, 480 L.F. Where will this be installed? Maybe I missed it but cannot locate on plans.

Answer: Item 2615.2 - 12” D.I. gravity pipe is for the conduit runs between infiltration basins and catch basins; and catch basins and manholes as depicted on the plans and listed in the catch basin and infiltration basin schedules on sheet-GC-3.

From: P. Caliacco Corp., Marc Ciampa

Date: May 25, 2011

Question: In the Invitation to Bid, reference is made to the Utilization of Women Business Enterprises however, Section 00213 only refers to Minority Business Enterprises. Is this an oversight or is it the intent of the City of Cambridge to utilized MBE’s only?

Answer: This is an oversight on the Invitation for Bid. The Utilization of Women Business Enterprises is not required for this project, just Minority Business Enterprises. The Invitation for Bid will be revised and is attached.

IV. MODIFICATIONS TO SPECIFICATIONS

A. **DELETE Section 00020 – INVITATION TO BID** in its **Entirety** and **Replace** it with the attached **Section 00020 ADD3 – INVITATION TO BID**, specifically: Paragraph 15, Item – 8, Delete Item – 8, Women Business Enterprise Participation Plan (MWRA).

B. **DELETE Section 00300 – FORMS FOR GENERAL BID** in its **Entirety** and **Replace** it with the attached **Section 00300 ADD3 – FORMS FOR GENERAL BID**, specifically:

a) Add:

2210.03	1,200	Cubic Yard	Structural Fill _____ Dollars (\$ _____) Per Cubic Yard	\$ _____
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b) Add:

2210.4	700	Cubic Yard	Gravel Subbase _____ Dollars (\$ _____) Per Cubic Yard	\$ _____
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c) Add:

Addendum No. 3
 Frost Street Area Sewer Separation
 and Surface Improvements
 Project – Forest Street

2210.03A	500	Cubic Yard	Bid Alt 1 - Structural Fill _____ Dollars (\$ _____) Per Cubic Yard	\$ _____
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d) Add:

2210.04A	200	Cubic Yard	Bid Alt 1 – Gravel Subbase _____ Dollars (\$ _____) Per Cubic Yard	\$ _____
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C. DELETE Section 02210 – EARTH EXCAVATION, BACKFILL, FILL AND GRADING in its Entirety and Replace with the attached **Section 02210 ADD 3 – EARTH EXCAVATION, BACKFILL, FILL AND GRADING**, specifically:

a) 2.5 STRUCTURAL FILL

A. Structural fill shall consist of gravel and sand consisting of hard durable particles, and free from trash, ice and snow, tree stumps, roots and other organic and deleterious or organic matter. Structural fill shall be used for replacement of soft organic soils below pipe and tank inverts and below structures. **Structural fill shall also be used, in the opinion of the Engineer where there is not sufficient suitable materials from the excavation to complete the backfilling of trenches.** Structural fill shall conform to the following gradation requirements.

b) 2.7 GRAVEL SUBBASE

A. Gravel subbase shall consist of inert material that is hard, durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials. Gravel subbase shall be used, **in the opinion of the Engineer, where there is not sufficient suitable materials from the excavation or reclamation process directly below the proposed pavements and in the upper one foot of trench backfill material immediately below pavements** and graded in accordance with Massachusetts Highway Department (MHD) specification section M1.03.1 as indicated below:

B. Add:

Item 2210.3 – Structural Fill

Item 2210.3A – Structural Fill (BID ALTERNATE 1)

METHOD OF MEASUREMENT:

Measurement for payment for Structural Fill shall be made on the basis of cubic yards placed within the trench width pay limits shown indicated elsewhere in the Construction Documents or as otherwise approved by the Engineer.

BASIS OF PAYMENT / INCLUSIONS:

Payment for Structural Fill shall be based on the cubic yards installed complete for this item in the proposal. Under the per cubic yard price for this item, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals required for Structural Fill. The work includes, but is not limited to; furnish and install Structural Fill under existing utilities, in areas of difficult compaction, and where required by the Engineer; furnishing and installing filter fabric; and material testing.

C. Add:

Item 2210.4 – Gravel Subbase

Item 2210.4A – Gravel Subbase (BID ALTERNATE 1)

METHOD OF MEASUREMENT:

Measurement for payment for Gravel Subbase shall be made on the basis of cubic yards placed within the trench width pay limits shown indicated elsewhere in the Construction Documents or as otherwise approved by the Engineer.

BASIS OF PAYMENT / INCLUSIONS:

Payment for Gravel Subbase shall be based on the cubic yards installed complete for this item in the proposal. Under the per cubic yard price for this item, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals required for Gravel Subbase. The work includes, but is not limited to; furnish and install Gravel Subbase where there is insufficient existing roadway base

material, and where required by the Engineer and material testing.

V. MODIFICATIONS TO PLANS

- A. Sheet U-5, sizes for water main, gate valves, reducers, and couplings have been revised,
Sheet U-5 Reissued, Attached.

VI. PLAN HOLDERS LIST

Attached

Pre-Bid Conference Meeting Agenda and Meeting Minutes

**FOREST STREET SEWER SEPARATION AND SURFACE
IMPROVEMENTS PROJECT**

PRE-BID MEETING AGENDA

MAY 17, 2011 @ 2:00PM

DPW OFFICES, 147 Hampshire Street, Cambridge, MA

- 1. Sign-In-Sheet**
- 2. Project Summary**
 - Sewer and drain construction including manholes and catch basins
 - Water main construction
 - Reconstruction of streets and sidewalks
 - Project Estimated value: \$4.0 million
 - Contract Time is 360 days
- 3. Bid Documents**
 - Plans and specs are available at Purchasing Dept. at City Hall
 - Addendum No. 1 issued- Revised Bid dates
 - Addendum No. 2 issued- Prevailing Wage Rates
 - Bids are due at Purchasing Dept. at City Hall
 - Page 300-1 Quality Requirements
 - Base Bid and Alternate 1
 - 2080.1 Soil and Waste Management – Contractor is responsible for obtaining a staging area
 - Section 00312- Bidder's Qualifications
 - Section 800-17 Superintendence
- 4. Project Plans**
- 5. Standard Work Hours and Holidays**
 - 7 a.m. – 4 p.m. Monday through Friday.
 - No work on City Holidays or declared snow emergencies.
- 6. Questions**
- 7. Addendum**
 - An addendum will be issued with the minutes of this Pre-Bid meeting.

MEETING MINUTES

DATE OF MEETING: May 17, 2011

ATTENDEES: Jim Wilcox, Eric Breen (Cambridge DPW)
Brian Montejunas (KSEA)
Jeff Schmidt (MWH)

RECORDED BY: Brian Montejunas (KSEA)

SUBJECT: Frost Street Area Sewer Separation and Surface
Improvements Project – Forest Street, Pre-Bid Meeting

KLF/S E A No.: 2010031.05-A

On Tuesday, May 17, 2011, a Pre-Bid meeting was held at the City of Cambridge Department of Public Works (DPW) building at 147 Hampshire Street at 2:00 pm. Jim Wilcox, Director of Engineering Services, Cambridge DPW, conducted the meeting and gave an overview of the project. Mr. Wilcox reviewed the agenda (attached) with bidders that included the project summary, review of critical bid documents and standard works hours and holidays. Review of the construction plans was provided by Jeff Schmidt from MWH and Brian Montejunas of KSEA.

Mr. Schmidt gave an overview of the proposed sanitary sewer and storm water drainage improvements within the project limits. Mr. Schmidt informed the bidders that a new sanitary sewer system and storm water drainage system was being constructed to remove the existing combined sewer system on Forest Street, portions of Frost Street, and portions of Oxford Street (as a bid alternate). It was noted that infiltration basins have been shown on the drawings in multiple locations, based on known subsurface conditions. The on-site resident engineer, however, will have the final say on infiltration basin locations and may add or remove as site conditions allow. Mr. Schmidt explained that the contractor will be responsible for making all lateral connections from existing properties to the correct sewer or drain in the street. New storm drain lateral stubs to the back of sidewalk have been shown on the drawings for properties that currently have storm laterals or unconfirmed discharges below grade that may require separation to the new storm drain system. Mr. Schmidt reviewed the limits of the base bid and bid alternate.

Mr. Montejunas gave an overview of the proposed water and surface improvements within the project limits. Mr. Montejunas reviewed the water main improvements on Forest and portions of Frost Streets as the base bid, and Oxford Street as a bid alternate. Mr. Montejunas also reviewed the limits of roadway and sidewalk reconstruction. The bidders were informed that the roadway work would include pulverizing the existing roadway surface and providing full depth reconstruction and full depth reconstruction for all sidewalks within the project limits and that the sidewalks are to be constructed to the requirements set by the Americans with Disabilities Act (ADA), Massachusetts Architectural Access Board (MA AAB) and the City of Cambridge Standards. Mr. Montejunas reviewed the limits of the base bid and bid alternate.



MEETING MINUTES

Bidders were allowed to ask questions following review of the project.

1. Question: Water Works plan, Sheet U-5, section of water main are not sized. What is the size of water main?

Answer: Sheet U-5 will be reissued with the appropriate water main sizes.

2. Does the existing water main need to be removed on Forest Street since the proposed water main is being relocated?

Answer: Yes. The existing water main on Forest Street will be removed for the proposed sanitary sewer line. All existing water mains shall be removed where new water mains are proposed.

3. Question: Who pays for permits, the City or the Contractor?

Answer: The City of Cambridge will reimburse for all permit fees. All DPW fees will be waived on this project. The Cambridge Water Department requires that contractors pay a deposit that will be returned once As-Built Drawings are submitted.

4. Question: Who pays for police details, does the City or the Contractor?

Answer: The Cambridge DPW will set up an account with the police department to pay for police details. The Contractor is responsible for scheduling all details needed to execute their work.

5. Question: Flowable Fill is indicated as a bid item. Is there a specific area where this is needed or is this for discretionary use?

Answer: Flowable fill is for discretionary use. Primary use is for areas where proposed pipes or utilities are constructed below existing pipes with minimal clearance and required compaction between utilities cannot be achieved. Flowable fill may also be necessary for in place pipe abandonment as necessary per the contract documents.

6. Question: There is not a gravel item in the bid form, should there be?

Answer: The design team will review the Contract Documents and an answer will be included in an addendum.



MEETING MINUTES

7. Question: There is not a dense graded item in the bid form, should there be?

Answer: The design team will review the Contract Documents and an answer will be included in an addendum.

8. Question: Is there any flow data for the existing combined sewer system?

Answer: Flow data will be included in an addendum.

Following the question, Mr. Wilcox informed the bidders that an addendum would be sent to all of the plan holders following the formal questions deadline on May 25, 2011. This addendum will include meeting minutes from the pre-bid meeting, responses to all questions, any plan and specification modifications, and plan holders list.

Bid Form

SECTION 00020

INVITATION TO BID

The City of Cambridge, Massachusetts, the Awarding Authority, invites sealed bids for the project: City of Cambridge, Massachusetts – Frost Street Area Sewer Separation and Surface Improvements Project – Forest Street

Nature and scope of work: The major components of work to be performed under this project include the construction of sewers and drain ranging in size from 8-inch to 36-inch in diameters; the construction of manholes and catch basins; the replacement of existing water mains; relocation of existing utilities; and the reconstruction of sidewalks and streets.

Bidding procedures shall be accordance with M.G.L. c. 30, §39M, as most recently amended, and all other applicable laws.

The estimated project value is: \$4.0 million dollars.

Plans and specifications will be available from 8:30 a.m. to 8:00 p.m. on Mondays, 8:30 a.m. to 5:00 p.m. Tuesday through Thursday and 8:30 a.m. to Noon on Fridays, at the Purchasing Department, City Hall, 795 Massachusetts Avenue, Room 303, Cambridge, MA 02139 from **THURSDAY, APRIL 28, 2011** upon payment of a fee of \$150.00 for each set in the form of a check made payable to the City of Cambridge. For the mailing of the plans and specifications, the bidder must prepay a mailing and handling fee of \$25.00 per set. **NO PARTIAL SETS WILL BE DISTRIBUTED.**

The contract documents may be examined at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 or at the plan room of Dodge Reports, 24 Hartwell Avenue, Lexington, MA 02173.

Sealed bids will be received at the Purchasing Department, City Hall, 795 Massachusetts Avenue, Room 303, Cambridge, MA 02139 until **THURSDAY, JUNE 2, 2011 at 2:00 pm** at which time all general bids will be publicly opened and read aloud.

An original and one copy of the bid forms must be submitted.

All questions must be faxed not later than 2:00pm on WEDNESDAY, MAY 18, 2011 to the City of Cambridge Purchasing Department fax# 617-349-4008.

All general bids shall be accompanied by a bid deposit in the form of a certified, cashier's or treasurer's check (**NO CASH**) issued by a responsible bank or trust company made payable to the City of Cambridge or a bid bond, in an amount not less than five percent (5%) of the value of the bid.

The successful bidder will be required to furnish a Performance Bond and a Labor and Material (Payment) Bond each in the amount of one hundred percent (100%) of the contract sum. Bonds shall be obtained from a surety licensed to do business in the

Commonwealth of Massachusetts and the form shall be satisfactory to the City of Cambridge.

The City of Cambridge reserves the right to reject any or all general bids if it is in the public interest to do so.

No less than the minimum wage rates as set forth in the schedule contained in the Contract Documents must be paid on this project.

Attention is called to the following programs and ordinances of the City of Cambridge:

1. Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program;
2. Minority Business Enterprise Program;
3. Cambridge Employment Plan: minority/women/resident hiring ordinance.
4. Cambridge Responsible Employer Plan
5. Living Wage Ordinance
6. Occupational Safety and Health Administration (OSHA)
7. CORI City Policy

Copies of the above are bound in the bid documents and are fully integral portions of the conditions of the contract with which each contractor and sub-contractor must comply.

A pre-bid conference for all bidders will be held as follows:

Date: **TUESDAY, MAY 17, 2011**

Time: **2:00 p.m.**

Place: **Cambridge Department of Public Works
147 Hampshire Street, Cambridge, Massachusetts 02139**

Cynthia H. Griffin
Purchasing Agent

SECTION 00100
INFORMATION FOR BIDDERS

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

1. DEFINITIONS AND TERMINOLOGY

Article 1, Definitions, of the General Terms and Conditions of the Contract (“General Terms and Conditions”) included in the Project Manual are incorporated by reference as if fully rewritten herein. In the event of a conflict between the within definitions and those found in the General Terms and Conditions, the former govern for the purposes of these Instructions only. All other terms which are not herein defined have their ordinary dictionary meaning.

ADDENDUM (ADDENDA, PLURAL)—An Addendum is a document issued by the City prior to the opening of the General Bids which clarifies, amends, or modifies the Bidding Documents.

ALTERNATE BID—An Alternate Bid (or an Alternate) is an amount that is either added to or deducted from the Base Bid depending on the designation on the Bid form.

BASE BID—A Base Bid is the sum proposed by a Bidder to perform the Work and does not include any Alternate Bids.

BID—A Bid is a proposal to do the Work for a specified sum and includes accompanying forms which are required to be submitted.

BIDDER—A Bidder is a person who or an entity that submits a Bid pursuant to an entity that submits a Bid pursuant to M.G.L. c. 30, §39M or c. 30B, as the case may be. The pronouns “it” or “they” are used herein when referring to a Bidder or Bidders, respectively.

BIDDING DOCUMENTS—The Bidding Documents are comprised of the entire Project Manual, which includes, but is not limited to, the Invitation to Bid (advertisement), the Instructions to Bidders, all the forms (e.g., Bid Forms, sample Agreement form, bond forms), the wage rates, the General Terms and Condition of the Contract, any supplementary terms and conditions, thereto, the Plans, the Specifications, and all addenda.

BUSINESS DAYS—Business days are defined as all days of the week excluding Saturdays, Sundays, and those holidays for which the City offices are closed for observance.

PURCHASING DEPARTMENT—The Purchasing Department refers to the City of Cambridge Purchasing Department located at 795 Massachusetts Avenue, Third Floor, Cambridge, MA 02139.

2. COPIES OF BIDDING DOCUMENTS

A Bidder may obtain complete sets of Bidding Documents upon payment of a nonrefundable fee, the amount of which is set forth in the Invitation to Bid.

No partial sets of Bidding Documents will be issued.

It is the responsibility of the Bidder to insure that it has obtained a complete set of Bidding Documents. Complete sets of Bidding Documents shall be used in preparing Bids. Neither the City nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents in preparing the Bids.

Distribution of the Bidding Documents is for the sole purpose of obtaining Bids and does not confer a license or grant permission for any other use of the Bidding Documents.

3. STATE WAGE RATE REQUIREMENTS

The prevailing wage rates are included with the Bidding Documents and apply to this Project.

4. QUESTIONS AND INTERPRETATIONS

All questions about the meaning or intent of the Bidding Documents shall be received via fax by the Purchasing Agent, Room 303, 795 Massachusetts Avenue, Cambridge MA 02139, fax no (617) 349-4008, no later than **2:00 pm on WEDNESDAY, MAY 18, 2011**. Any questions received after such time will be answered at the discretion of the City.

Written clarifications or interpretations will be issued by the Purchasing Department in the form of an Addendum. Only questions answered by an Addendum will be binding. Oral clarifications or interpretations will be without legal effect. Addenda will either be faxed or mailed to all persons having received Bidding Documents from the Purchasing Department.

Each Bidder shall be responsible for determining that it has received all Addenda issued.

5. THE BID

Bidder's Representations.

In submitting a Bid, the Bidder represents that:

- It has read and examined the Bidding Documents thoroughly;
- It understands the Bidding Documents;
- The Bid is made in accordance with the Bidding Documents;
- It has visited the site, has become familiar with the conditions of the site and the surrounding area, and has familiarized itself with local conditions that may in any

manner affect cost, progress, or performance of the Work;

- It has correlated its own observations with the Bidding Documents;
- It has found no errors, conflicts, ambiguities, or omissions in the Bidding Documents, except for those that it has brought to the Purchasing Department's attention either orally at a pre-bid conference or in writing at least seven (7) calendar days prior to submitting its Bid;
- It is familiar with all of the applicable Federal, State, and City laws, rules, regulations, and procedures affecting its Bid and its Bid is in conformity with those laws, rules, regulations, and procedures; and
- The Bidder has complied with every requirement of these Instructions and that the Bidding Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for the performance of the Work.

Contents of a bid.

The checklists below are included for the bidders' convenience and in no way waive or abridge the City's right to reject any or all bids.

A Bid must include:

- A completed Bid form (City of Cambridge form);
- A Bid deposit;
- MBE Forms 1 and 2 or Forms 3 and 4 (City of Cambridge form);
- General Contractor's Certification Form;
- Sub-Bidders Certification
- Projected Workforce Certification (City of Cambridge form); and
- Statement of Bidder's Qualifications (City of Cambridge form).
- OSHA Certification Form
- CREP General Contractor Certification Form

Right to Waive Informalities and Permit Curative Measures

The City reserves the right to waive any Bid informalities. The City may permit bidders who fail to include all non-statutory, City of Cambridge forms to cure such omission(s) within five days of bid opening, subject to the City's discretion.

Bid Deposits. Unless otherwise stated, every Bid must be accompanied by a Bid deposit in the form of a Bid bond, certified check on, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Cambridge. The Bid bond shall be (a) in a form satisfactory to the City, (b) with a surety company qualified to do business in the Commonwealth and satisfactory to the City, and (c) conditioned upon the faithful performance by the principal of the agreements contained in the Bid. The Bid deposit shall be no less than five percent (5%) of the value of the Bid.

Bid Forms. Each Bid shall be submitted on the Bid form included in the Project Manual. Bid prices must be stated in both dollar figures and words. In the case of a conflict,

written amounts shall control over numbers. All blank spaces must be filled. Do not leave any blanks. Print "N/A" in any space not needed or used. The Bid form shall be completed in ink or by typewriter.

Acknowledgment of Addenda. Each Bidder is required to acknowledge the receipt of all Addenda (the numbers of which are to be filled in on the Bid form by the Bidder). The City, in its sole discretion, may deem a Bidder's failure to acknowledge any Addendum a minor informality.

Submission of a bid.

Prior to the deadline for receipt of Bids, each Bid must be submitted to the Purchasing Department in a sealed envelope which is plainly marked on the outside with the name and address of the Bidder, the title of the Project, and the date and time of the Bid opening. Any hand delivered Bid received after the deadline will not be accepted. Any other Bid received after the deadline will be returned to the addressee. Any Bid submitted to any other office or department of the City and received by the Purchasing Department after the deadline for receipt of Bids will not be accepted. It is the responsibility of the Bidder to ensure that its Bid is received by the Purchasing Department in a timely fashion. The deadline for receipt of Bids can be extended by Addendum only.

Bids may not be submitted orally, by facsimile, by telephone, or by any other method except for the methods described above.

Modification of a bid.

A Bid may be modified only by submitting any such modification in the form of a document executed in the same manner as a Bid, delivered in a sealed envelope in the same manner as a Bid, designated as a modification to the original Bid and submitted to the Purchasing Department prior to the time designated for the opening of Bids.

Withdrawal of a bid.

Prior to Bid Opening. A Bid may be withdrawn before the time designated for opening Bids. The Bidder requesting such withdrawal must make the request in writing and in a specific manner designated by the City if the City so requires. Withdrawal of a Bid prior to the Bid opening time will not prejudice the right of a Bidder to resubmit a Bid. A Bid cannot be withdrawn after the Bid opening time except as provided by law.

After Bid Opening. In the case of death, disability, bona fide clerical error or mechanical error of a substantial nature or other unforeseen circumstances affecting a Bidder, a Bidder may withdraw its Bid after the time designated for Bid opening, if within five (5) days of the date designated for opening its Bid, such Bidder submits a statement under the penalties of perjury to the Purchasing Department detailing the basis for withdrawal. The City will then make a determination as to whether such Bidder has satisfied both the statutory and City requirements for such withdrawal. If the City is satisfied, the Bid Deposit will be returned to such Bidder.

Bid opening.

All Bids received prior to the date and time designated for the Bid opening will be opened publicly and read aloud at a location designated by the Purchasing Department.

Public bid review and inspection.

Upon opening, all Bids become public records except for portions thereof that are not subject to public disclosure as a matter of law.

Bids may be reviewed by the public in a manner set forth by the Purchasing Department.

Any Bidder who objects to a Bid may protest the Bid. In order to be considered, the protest must be received by the Purchasing Department within two (2) business days after the Bid opening date. The protest must be in writing, must state in detail the basis for the protest, and must be signed by the protester.

6. RESERVATION OF RIGHTS TO REJECT BIDS

The City reserves the right to reject any or all Bids, if it is in the public interest to do so.

The City reserves the right to reject any or all Bids, if it determines that the Bidder does not possess the qualifications to perform the Work specified in the Bidding Documents.

The City reserves the right to reject the Bid of any Bidder who the City has determined has not completed a prior project, whether with the City or elsewhere, because of the fault of the Bidder, its Subcontractors or employees; has been declared in default on a prior contract whether with the City or elsewhere; has failed to complete a prior project in a timely fashion whether with the City or elsewhere; based on its work record, is not capable of performing the within Contract whether due to lack of sufficient prior experience, as determined by the City, or any other reason; has a work record of its Subcontractors demanding direct payment from the City; has a work record of its Subcontractors, employees or material suppliers complaining to the City or other awarding authority regarding the Bidder's failure to pay them; has a record of complaints made to the City or other awarding authority by persons offended by the behavior of the Bidder, its Subcontractors or employees; or has a record of its failure to comply with the Commonwealth and/or City laws or requirements. "Work record" or "record" constitutes a minimum of one event in the work history of the Bidder.

The City shall reject every Bid that is not accompanied by a Bid deposit.

7. AWARD OF CONTRACT

The City shall award the contract to the lowest responsible (demonstrably possessing the skill, ability, and integrity necessary to faithfully perform the work called for by the Contract, based upon a determination of competent workmanship and financial soundness) and eligible (able to meet all requirements for Bidders set forth in the Bidding Documents) Bidder within ninety (90) Business Days after the date of the opening of the Bids. If the Bidder selected as the contractor fails to perform its agreement to execute a contract in accordance with the terms of its Bid and furnish a performance bond and a labor and materials or payment bond, if required by the Bidding Documents, an award

shall be made to the next lowest responsible and eligible Bidder. The ninety-day time limit shall not be applicable to a second or subsequent award made after the expiration of the time limit with the consent of the next lowest responsible and eligible bidder, and made because the original award made within the time limit was invalid, or because the bidder failed to execute the Agreement or to provide a performance and labor and materials or payment bond.

Any Bidder who fails to perform its agreement to execute a contract and furnish a performance bond and a labor and materials or payment bond shall forfeit its Bid deposit which shall become the property of the City, but shall not exceed the difference between its Bid price and the Bid price of the next lowest responsible and eligible bidder.

The City will notify the selected Bidder and all other Bidders of the award.

The City will submit to the selected Bidder a Notice of Award and at least four (4) unsigned copies of the Agreement between the City and the Contractor. The selected Bidder will be required to return to the Purchasing Department within ten (10) business days of the date notice of award all of the copies of the Agreement between the City and the Contractor signed, its performance bond, its labor and materials or payment bond and all required certificates of insurance. Failure of the selected Bidder to submit all of the required documents in a timely fashion may result in the withdrawal of the award. The City will return one fully signed copy of the Agreement to the Contractor. Time is of the essence in the performance of the Agreement.

8. COMPLETION TIME

Bidder must agree to commence work on or before ten (10) days following receipt of a written "Notice to Proceed" of the Owner and shall fully complete project within 360 days from the date in the Notice to Proceed thereafter. Bidder must agree also to pay as liquidated damages the sum of \$2,500.00 for each consecutive calendar day thereafter that the work remains unfinished.

END OF INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

SECTION 00210

CAMBRIDGE EMPLOYMENT PLAN MUNICIPAL ORDINANCE SECTIONS 2.66.060, ET SEQ. MINORITY/ WOMEN/ RESIDENT HIRING

HIRING REQUIREMENTS

On any construction project which is funded in whole or in part by City, State or Federal funds, or funds which the City expends or administers in accordance with a federal grant, or on any construction project for which the City is a signatory to the construction contract, the worker hours shall be performed as follows:

1. No less than TWENTY-FIVE PERCENT (25%) of the total employee worker hours shall be performed by BONA FIDE CAMBRIDGE RESIDENTS. A Cambridge resident is any person for whom the principal place where that person normally eats and sleeps and maintains his or her normal personal and household effects is within the City of Cambridge.
2. No less than TWENTY-FIVE PERCENT (25%) of the total employee worker hours shall be performed by MINORITY PERSONS. Minority persons mean and include those persons who are Black, Hispanic, Asian, Native American, or Cape Verdean.
3. No less than TEN PERCENT (10%) of the total employee worker hours shall be performed by WOMEN.

COMPLIANCE, ENFORCEMENT, SANCTIONS

1. All contractors entering into construction contracts shall:
 - a. Certify that they have read the provisions Cambridge Municipal Ordinance 2.66.060, et seq. (a copy of which follows) and that they shall comply with them;
 - b. List all job openings with Employment Resources, Inc. ("ERI") and keep accurate records as to action taken on referrals from that agency;
 - c. Maintain personnel records listing names, addresses, sex and race of their employees; and require their subcontractors to do likewise. All records required to be maintained by this section shall be made available on request to representatives of the Cambridge Community Development Department. All such records shall be maintained for the duration of the construction project and for one year thereafter.
2. Failure to comply with these requirements will result in the imposition of sanctions permitted by the Cambridge Municipal Code and any other applicable laws or provisions.
3. The following standards will be used to determine whether the Contractor has acted in good faith in attempting to meet the requirements of Cambridge Municipal Ordinance 2.66.060, et seq. for hiring residents, minorities and women:

The Contractor must demonstrate that it has done all of the following except where such requirement would conflict with a collective bargaining agreement:

- a. Prior to construction and during construction, when necessary, it posted jobs with ERI and all appropriate trade unions and requested that referrals be made in the proportions necessary to meet the CEP's employment standards;
- b. It interviewed all qualified applicants and returned completed interview forms to ERI within one week of each respective interview;
- c. It provided the City with the name and telephone number of the person designated as Compliance Officer to work directly with the City; and
- d. It has submitted to the City a projection of workforce needs over the course of construction of the project. Such submission shall reflect the needs, by trade, for each month of the construction process.

In addition, at the discretion of the City, contractors may be required to comply with the following:

- a. Place its own ads in local and local minority newspapers or tabloids;
- b. Place a State Department Employment and Training ad.

END OF SECTION 00210

SECTION 00211

CAMBRIDGE RESPONSIBLE EMPLOYER PLAN

ORDINANCE NUMBER 1260

Final Publication Number 2965. First Publication in the Chronicle on July 31, 2002.

City of Cambridge

In the Year Two Thousand and Two

AN ORDINANCE

In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”

Be it ordained by the City Council of the City of Cambridge as follows:

That Title 2 of the Municipal Code entitled “Administration and Personnel” be amended in Chapter 2.66 entitled “Cambridge Employment Plan” by striking out Section 2.66.080 entitled “Contractor qualifications and sanctions” and substituting in place thereof the following new section.

Section 2.66.080 Contractor qualifications and sanctions.

A. All bidders and all subcontractors under the bidder for projects subject to G.L. c. 149, §44A(2) and G.L. c 30 §39M shall, as a condition for bidding, agree in writing that they shall comply with the following obligations:

1. The bidder and all subcontractors under the bidder shall comply with the Cambridge Employment Plan as it currently exists and as it may, from time to time, be amended, and specifically shall comply with the worker hours requirements of Section 2.66.060(A).

2. The bidder and all subcontractors under the bidder must comply with the obligations established under G.L. c. 149 and G.L. c 30 §39M to pay the appropriate lawful prevailing wage rates to their employees.

3. The bidder and all subcontractors under the bidder must maintain or participate in a bona fide apprentice training program as defined by c. 23, §§11H and 11I for each apprenticeable trade or occupation represented in their workforce that is approved by the Division of Apprentice Training of the Department of Labor and Industries and must abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract.

4. The bidder and all subcontractors under the bidder must furnish, at their expense, hospitalization and medical benefits for all their 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 G.L. c. 149, §26 and G.L. c 30 §39M in establishing minimum wage rates.

5. The bidder and all subcontractors under the bidder must maintain appropriate industrial accident insurance coverage for all the employees employed on the project in accordance with G.L. c. 152.

6. The bidder and all subcontractors under the bidder must properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes and income tax withholding in accordance with G.L. c. 149, §148B and G.L. c 30 §39M.

B. All bidders and subcontractors under the bidder who are awarded or who otherwise obtain contracts on projects subject to G.L. c. 149, §44A(2) and G.L. c 30 §39M shall comply with the obligations numbered 1 through 6 as set forth in subsection A of this section for the entire duration of their work on the project, and an officer of each such bidder or subcontractor under the bidder shall certify under oath and in writing on a weekly basis that they are in compliance with such obligations.

C. Any bidder or subcontractor under the bidder who fails to comply with any one of obligations 1 through 6 as set forth in subsection A of this section for any period of time shall be, at the sole discretion of the City Manager, subject to one or more of the following sanctions: (1) cessation of work on the project until compliance is obtained; (2) withholding of payment due under any contract or subcontract until compliance is obtained; (3) permanent removal from any further work on the project; (4) liquidated damages payable to the City in the amount of five percent of the dollar value of the contract.

D. In addition to the sanctions outlined in subsection C of this section, a general bidder or contractor shall be equally liable for the violations of its subcontractor with the exception of violations arising from work performed pursuant to subcontracts that are subject to G.L. c. 149, §44F and G.L. c 30 §39M. Any contractor or subcontractor who has been determined to have violated any of the obligations set forth in subsections A and B of this section shall be barred from performing any work on any future projects for six months for a first violation, for three years for a second violation, and permanently for a third violation.

E. The provisions of this section shall not apply to construction projects for which the low general bid was less than one hundred thousand dollars or to work performed pursuant to subcontracts that are subject to G.L. c. 149, §44F and G.L. c 30 §39M and that were bid for less than twenty-five thousand dollars, or to re-bids for construction projects for which the City receives fewer than three qualified general contract bidders in the original bid. (Ord. 1162, 1995)

In City Council September 9, 2002.

Passed to be ordained.

Yeas 8; Nays 0; Absent 1.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

END OF SECTION 00211

SECTION 00213

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

I. DEFINITIONS

For the purpose of this Contract, "minority" refers to Asians, Blacks, Hispanics, North American Indians, and Cape Verdeans.

II. NONDISCRIMINATION AGREEMENT

During the performance of this Contract, the **Contractor** and all of the Subcontractors (hereinafter, in this Article, collectively referred to as the **Contractor**), all assignees, and successors in interest, agree as follows:

1. In connection with the performance of work under this Contract, the **Contractor** shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin or ancestry, age, sexual orientation, marital status, family status, military status, source of income, or sex. The aforesaid provision shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The **Contractor** shall post notices in conspicuous places, available for employees and applicants for employment, to be provided by the **City** setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. c. 151B).

2. In connection with the performance of Work under this Contract, the **Contractor** shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin or ancestry, age, sexual orientation, marital status, family status, military status, source of income, or sex and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons regardless of race, color, religious creed, national origin or ancestry, age, sexual orientation, marital status, family status, military status, source of income, or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradespersons for this and future **City** public construction projects.

III. NEGOTIATIONS WITH MINORITY SUBCONTRACTORS

If the **Contractor** shall use any subcontractor on any Work performed under this Contract, it shall take affirmative action to negotiate with qualified MBE subcontractors that are certified by SOMWBA. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the Affirmative Action Officer or its designee, while bids are in preparation, of all products, work, or services for which the **Contractor** intends to negotiate bids.

IV. COMPLIANCE WITH REQUIREMENTS

The **Contractor** shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975, M.G.L. c. 151B, as amended, and Chapters 2.66

(Cambridge Employment Plan) of the Cambridge Municipal Code, all of which are herein incorporated by reference and made a part of this Contract.

As part of its obligation of remedial action under the foregoing section the **Contractor** shall maintain on its Project a not less than 25% ratio of minority employee work hours to total work hours in each job category, including, but not limited to, bricklayers, carpenters, cement, masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in M.G.L. c. 149, §44C.

V. NON-DISCRIMINATION

The **Contractor**, in the performance of all Work after the award, and prior to completion of the Contract Work, will not discriminate on grounds of race, color, religious creed, national origin or ancestry, age, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices, in the selection or retention of Subcontractors, or in the procurement of materials and rentals of equipment.

VI. SOLICITATION FOR SUBCONTRACTS AND FOR THE PROCUREMENT OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the **Contractor** either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the **Contractor** of the **Contractor's** obligations under this Contract relative to non-discrimination and affirmative action.

VII. COMPLIANCE-INFORMATION, REPORTS AND SANCTIONS

The **Contractor** will provide all information and reports required by the **City** and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the **City** to affect the employment of personnel. Whenever the **City** believes the **Contractor** may not be operating in compliance with the terms of this Contract, the **City** directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such **Contractor** is operating in compliance with the terms of this Contract. If the **City** or its agent finds the **Contractor** not in compliance, it shall make a preliminary report on the non-compliance and notify such **Contractor** in writing of such steps as will the judgment of the **City** or its agent bring such **Contractor** into compliance. In the event that such **Contractor** fails or refuses to fully perform such steps, the **City** shall make a final report on non-compliance and may impose one or more of the sanctions listed or permitted by law. If, however, the **City** believes the **Contractor** has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance.

Within fourteen (14) days of the issuance of the report, the **City** shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

1. The recovery by the **City** from the General **Contractor** of 1/100 of 1% of the Contract award price or \$1,000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the **City** from the **Contractor**, to be assessed by the **Contractor** as a back charge against the Subcontractor of 1/10 of 1% of the subcontract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;
2. The suspension of any payment or part thereof due under the Contract until such time as the **Contractor** is able to demonstrate its compliance with the terms of the Contract;

3. The termination, or cancellation, of the Contract, in whole or in part, unless the **Contractor** is able to demonstrate within a specified time its compliance with the terms of the Contract; or
4. The denial to the **Contractor** of the right to participate in any future contracts awarded by the **City** for a period of up to three (3) years.

If at any time after the imposition of sanctions as **Contractor** is able to demonstrate that it is in compliance with this Contract, it may request the **City** to suspend the sanctions conditionally, pending a final determination by the **City** as to whether the **Contractor** is in compliance. Upon final determination, the **City** shall either lift the sanctions or reimpose them.

VIII. SEVERABILITY

The provisions of this Article are severable and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

END OF SECTION 00213

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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.

END OF SECTION 00215

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SECTION 00216
LIVING WAGE ORDINANCE FACT SHEET

**CITY OF CAMBRIDGE
LIVING WAGE ORDINANCE
FACT SHEET
CHAPTER 2.121 OF THE CAMBRIDGE MUNICIPAL CODE**

[Note: This fact sheet is a summary of several provisions of the Cambridge Living Wage Ordinance intended to provide an introduction to the matters regulated by the ordinance. All determinations regarding the application of the ordinance to particular individuals or circumstances should be made by reference to the ordinance itself.]

Effective date: The Cambridge City Council enacted the Living Wage Ordinance effective July 2, 1999.

Purpose: The purpose of the ordinance is to assure that employees of the City and employees of contractors, subcontractors, and beneficiaries of assistance from the City earn an hourly wage needed to support a family.

Application: The ordinance applies to (a) City employees, (b) employees of contractors and subcontractors who have Service Contracts with the City in amounts over \$10,000, (a Service Contract does not include contracts for the purchase of goods, products, equipment, supplies, or other property, and does not apply to services which are incidental to the delivery of such products, equipment or commodities), and (c) employees of Beneficiaries of Assistance in the form of grants, loans, tax incentives, bond financing, subsidies, or other forms of assistance over \$10,000, received by or through the authority or approval of the City, including but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans or grants, Enterprise Zone designations awarded after the effective date of the ordinance, and the lease of City owned land or buildings below market value.

Covered Employers: The ordinance applies to the City, any contractor or subcontractor on a Service Contract with the City over \$10,000, and any Beneficiary of Assistance over \$10,000.

Covered Employees: The ordinance applies to any person employed by a Covered Employer, and to any 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 service contract or the activities for which the Beneficiary received Assistance.

Living Wage: \$10.00 per hour subject to annual upward CPI adjustments.

Cuts in non-wage benefits prohibited: No Covered Employer may fund any wage increase required by the ordinance by reducing health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

Waivers: The City Manager may grant waivers to the requirements of the ordinance. There are three types of waivers: (a) *General Waiver*: if the City Solicitor finds that application of

SECTION 00220

AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973

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.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

END OF SECTION 00220

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SECTION 00221
CORI CITY POLICY

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

SECTION 00222
CITY CORI ORDINANCE

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

END OF SECTION 00222

SECTION 00300
FORM FOR GENERAL BID

To the Awarding Authority: CITY OF CAMBRIDGE, MASSACHUSETTS

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

**Frost Street Area Sewer Separation and Surface Improvements Project
– Forest Street**

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.

The bidder may utilize subcontractors' qualifications for responding to the quality 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 bidder must provide references including telephone number and contact names from at least three locations where they are currently providing the same services. References will be used in determining the responsibility of the bidder. The city reserves the right to use itself as a reference.

B. QUALITY REQUIREMENTS

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 been in the business of performing reconstruction of sewers, drains, water mains, sidewalks, and roadways for municipalities or public utilities for at least five (5) years. | YES | NO |
| 2. Bidder has equipment and personnel available to respond within four (4) hours to emergency calls relating to work of this contract 24 hours a day, 7 days a week, throughout the contract period. | YES | NO |

Bidder's Name _____

C. This bid includes addenda numbered _____

D. The Proposed Contract Price for the **Base Bid plus Bid Alternate No. 1** is

DOLLARS

(\$ _____)

E. The subdivision of the Proposed Contract Price is as follows: **(All quantities are approximate)**

F. **Items 2080.1 through 2095.10 and 2890.1 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 additional price. Insertion of 0 is allowable. In that case, the final unit cost will be the minimum unit cost.**

(SEE FOLLOWING PAGES)

Bidder's Name _____

BASE BID ITEMS

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
1200.1	1	Lump Sum	Temporary Utility Support and Coordination _____ Dollars (\$ _____) Per Lump Sum		\$ _____
1505.1	1	Lump Sum	Mobilization (Maximum 5% Base Bid) _____ Dollars (\$ _____) Per Lump Sum		\$ _____
1570.1	1	Lump Sum	Traffic and Pedestrian Management _____ Dollars (\$ _____) Per Lump Sum		\$ _____
1570.2	310	Square Foot	Safety Signing for Construction Operations _____ Dollars (\$ _____) Per Square Foot		\$ _____
1570.3	50	Unit Week	Variable Message Boards _____ Dollars (\$ _____) Per Unit Week		\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2015.1	15	Day	Geotechnical Instrumentation and Monitoring _____ Dollars (\$ _____) Per Day	\$ _____
2051.1	100	Ton	Disposal of Construction Debris as Solid Waste _____ Dollars (\$ _____) Per Ton	\$ _____
2051.2	1,410	Ton	Disposal of Bituminous Concrete _____ Dollars (\$ _____) Per Ton	\$ _____
2051.3	6	Each	Demolition or Removal of Lamp Hole, Manhole, Catch Basin or Other Structure _____ Dollars (\$ _____) Each	\$ _____
2080.1	1	Lump Sum	OHM – Soil and Waste Management Thirty Four Thousand One Hundred and Thirteen and 00/100 + _____ = _____ Dollars (\$ 34,113 + _____ = _____) Per Lump Sum	\$ _____
2080.2	10	Cubic Yards	OHM – Handling Asbestos-Contaminated Soil/Fill Eighty Two and 00/100 + _____ = _____ Dollars (\$ 82.00 + _____ = _____) Per Cubic Yard	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2080.3	10	Cubic Yards	OHM – Handle/Characterize Unknown Materials <u>Thirty Five and 00/100 +</u> _____ = _____ Dollars (<u>\$35.00 +</u> _____ = _____) Per Cubic Yard		\$ _____
2095.1	600	Tons	OHM – Disposal of Soil – Impacted <RCS-1 (Class A-2) <u>Twenty Five and 00/100 +</u> _____ = _____ Dollars (<u>\$25.00 +</u> _____ = _____) Per Ton		\$ _____
2095.2	3,580	Tons	OHM – Disposal of Soil – Daily Cover Unlined Landfill (Class B-1) <u>Thirty and 00/100 +</u> _____ = _____ Dollars (<u>\$30.00 +</u> _____ = _____) Per Ton		\$ _____
2095.3	1,290	Tons	OHM – Disposal of Soil – Daily Cover Lined Landfill (Class B-2) <u>Forty and 00/100 +</u> _____ = _____ Dollars (<u>\$40.00 +</u> _____ = _____) Per Ton		\$ _____
2095.4	330	Tons	OHM – Disposal of Soil - Non-Hazardous Solid Waste Asphalt Batching In-State (Class B-3) <u>Forty Five and 00/100 +</u> _____ = _____ Dollars (<u>\$45.00 +</u> _____ = _____) Per Ton		\$ _____
2095.5	40	Tons	OHM – Disposal of Soil - Non Hazardous Solid Waste Thermal Treatment (Class B-4) <u>Fifty Five and 00/100 +</u> _____ = _____ Dollars (<u>\$55.00 +</u> _____ = _____) Per Ton		\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2095.6	40	Tons	OHM – Disposal of Soil - Non Hazardous Solid Waste Recycling (Class B-5)		
			Forty Five and 00/100 + _____ = _____ Dollars		
			(\$ 45.00 + _____ = _____) Per Ton		\$ _____
2095.7	20	Tons	OHM – Disposal of Soil - Non Hazardous Solid Waste (Class B-6)		
			Seventy Five and 00/100 + _____ = _____ Dollars		
			(\$ 75.00 + _____ = _____) Per Ton		\$ _____
2095.8	20	Tons	OHM – Disposal of Soil – Treat and Dispose of Toxic Lead Soil RCRA Hazardous Waste (Class C-1)		
			One Hundred and Twenty Five and 00/100 + _____ = _____ Dollars		
			(\$ 125.00 + _____ = _____) Per Ton		\$ _____
2095.9	20	Tons	OHM – Disposal of Soil - RCRA Hazardous Waste (Class C-2)		
			One Hundred and Ninety Five and 00/100 + _____ = _____ Dollars		
			(\$ 195.00 + _____ = _____) Per Ton		\$ _____
2095.10	20	Tons	OHM – Disposal of Asbestos Waste		
			One Hundred and Twenty and 00/100 + _____ = _____ Dollars		
			(\$ 120.00 + _____ = _____) Per Ton		\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2095.11	20	Tons	OHM – Disposal of PCB/TSCA Contaminated Soils <u>Two Hundred and Forty and 00/100 +</u> = _____ Dollars (\$ <u>240.00 +</u> = _____) Per Ton		\$ _____ -
2100.1	1	Lump Sum	Tree Protection and Maintenance _____ Dollars (\$ _____) Per Lump Sum		\$ _____
2140.1	30	Day	Treatment of Construction Dewatering _____ Dollars (\$ _____) Per Day		\$ _____
2210.1	300	Cubic Yard	Test Pits _____ Dollars (\$ _____) Per Cubic Yard		\$ _____
2210.2	350	Cubic Yard	Control Density Fill for Backfill _____ Dollars (\$ _____) Per Cubic Yard		\$ _____
2210.3	1,200	Cubic Yard	Structural Fill _____ Dollars (\$ _____) Per Cubic Yard		\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-7

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2210.4	700	Cubic Yard	Gravel Subbase	_____ Dollars (\$ _____) Per Cubic Yard	\$ _____
2252.1.1	16	Each	Manhole – Pre-cast 4-Foot Diameter	_____ Dollars (\$ _____) Per Each	\$ _____
2252.1.3	1	Each	Manhole – Pre-cast 6-Foot Diameter	_____ Dollars (\$ _____) Per Each	\$ _____
2252.2.1	1	Each	Manhole – Pre-cast 6-Foot Diameter, With Sump	_____ Dollars (\$ _____) Per Each	\$ _____
2500.1.1	790	Ton	Bituminous Concrete Base Course – Trench Width	_____ Dollars (\$ _____) Per Ton	\$ _____
2500.1.2	800	Ton	Bituminous Concrete Base Course – Full Width	_____ Dollars (\$ _____) Per Ton	\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-8

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2500.1.3	450	Ton	Bituminous Concrete Top Course – Full Width	_____ Dollars (\$ _____) Per Ton	\$ _____
2500.1.4	100	Ton	Hand Placed Bituminous Concrete	_____ Dollars (\$ _____) Per Ton	\$ _____
2500.2.1	100	Square Yard	Cold Plane 2-in, Full Width	_____ Dollars (\$ _____) Per Square Yard	\$ _____
2500.2.2	3,400	Square Yard	Pavement Reclamation/Pulverizing, Full Width, 8-In Depth	_____ Dollars (\$ _____) Per Square Yard	\$ _____
2500.3	3,400	Square Yard	Final Grading Sub-Base Under Roadways	_____ Dollars (\$ _____) Per Square Yard	\$ _____
2500.4	200	Linear Foot	Hot Poured Rubberized Asphalt Sealer	_____ Dollars (\$ _____) Per Linear Foot	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2500.5	200	Linear Foot	Bituminous Concrete Infrared Pavement Sealing _____ Dollars (\$ _____) Per Linear Foot		\$ _____
2524.1.1	700	Square Yard	4" Cement Concrete Sidewalks _____ Dollars (\$ _____) Per Square Yard		\$ _____
2524.1.2	150	Square Yard	6" Cement Concrete Sidewalks at Driveways _____ Dollars (\$ _____) Per Square Yard		\$ _____
2524.1.3	250	Square Yard	6" Cement Concrete Wheelchair Ramps _____ Dollars (\$ _____) Per Square Yard		\$ _____
2524.2.1	650	Square Yard	Wire Cut Bricks on 4-in Bituminous Concrete Base (Sidewalks and Driveways) _____ Dollars (\$ _____) Per Square Yard		\$ _____
2524.3.1.1	1,000	Linear Foot	Remove and Reset Granite Curb (Straight and Curved) _____ Dollars (\$ _____) Per Linear Foot		\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-10

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2524.3.1.2	100	Linear Foot	Remove and Reset Granite Transition Curb for Wheelchair Ramps (Straight and Curved) _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2524.3.2.1	1,000	Linear Foot	New Granite Curb Type VA-4 (Straight and Curved) _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2524.3.2.2	100	Linear Foot	New Granite Transition Curb for Wheelchair Ramps (Straight and Curved) _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2524.3.2.3	100	Linear Foot	New Granite Back Curb Type VA-3 (Straight) _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2577.2	800	Linear Foot	12-in ReflectORIZED Pavement Markings – White Thermoplastic _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2604.1	10	Each	Catch Basin – Type I Single Grate (4-ft Diameter) _____ Dollars (\$ _____) Per Each	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2604.2	4	Each	Catch Basin – Type II Double Grate (5-ft Diameter)	_____ Dollars (\$ _____) Per Each	\$ _____
2604.4	1	Each	Catch Basin – Type IV Double Grate (3-ft x 4-ft Rectangular)	_____ Dollars (\$ _____) Per Each	\$ _____
2604.6	2	Each	Catch Basin – Type VI Single Grate Infiltration Basin (4-ft Diameter)	_____ Dollars (\$ _____) Per Each	\$ _____
2605.1	12	Each	Infiltration Basin	_____ Dollars (\$ _____) Per Each	\$ _____
2615.2	460	Linear Foot	Pipe – DI (Gravity) 12-inch	_____ Dollars (\$ _____) Per Linear Foot	\$ _____
2615.3	20	Linear Foot	Pipe – DI (Gravity) 16-inch	_____ Dollars (\$ _____) Per Linear Foot	\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-12

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2622.1	200	Linear Foot	Relocate Existing Sanitary Services in Conflict With the Proposed Work or Reinstate Existing Sanitary Services _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2622.3	730	Linear Foot	Pipe – PVC (Gravity) 8-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2622.4	200	Linear Foot	Pipe – PVC (Gravity) 10-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2622.5	400	Linear Foot	Pipe – PVC (Gravity) 12-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2622.6	920	Linear Foot	Pipe – PVC (Gravity) 15-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2622.7	270	Linear Foot	Pipe – PVC (Gravity) 18-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2622.8	40	Linear Foot	Pipe – PVC (Gravity) 21-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2622.9	150	Linear Foot	Pipe – PVC (Gravity) 24-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2630.1	25	Linear Foot	Pipe – DI (Water) 4-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2630.2	60	Linear Foot	Pipe – DI (Water) 6-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2630.3	1,300	Linear Foot	Pipe – DI (Water) 8-inch _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2640.1	2	Each	4-in Gate Valve and Gate Box _____ Dollars (\$ _____) Per Each	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2640.2	4	Each	6-in Gate Valve and Gate Box _____ Dollars (\$ _____) Per Each	\$ _____
2640.3	18	Each	8-in Gate Valve and Gate Box _____ Dollars (\$ _____) Per Each	\$ _____
2645.1	4	Each	New Hydrant _____ Dollars (\$ _____) Per Each	\$ _____
2645.2	3	Each	Remove and Dispose Existing Hydrant _____ Dollars (\$ _____) Per Each	\$ _____
2660.1	200	Linear Foot	½-in to 3-in Water Service Replacement _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2660.2	25	Each	Tie Over Existing Water Service to New Water Main _____ Dollars (\$ _____) Per Each	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2685.1	2,500	Linear Foot	Pipe – Temporary By-Pass Piping _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2761.1	1	Lump Sum	Flow Bypass _____ Dollars (\$ _____) Per Lump Sum	\$ _____
2910.1	19	Each	Tree Planting _____ Dollars (\$ _____) Per Each	\$ _____
2950.1	500	Square Foot	Non-Standard Back of Sidewalk Restoration _____ Dollars (\$ _____) Per Square Foot	\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-16

BID ALTERNATE 1 ITEMS – OXFORD STREET OPTION

Item #	Estimated Quantity	Units	<u>ITEM DESCRIPTION</u>	Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers	
1200.1A	1	Lump Sum	Bid Alt 1 - Temporary Utility Support and Coordination _____ Dollars (\$ _____) Per Lump Sum	\$ _____
1570.1A	1	Lump Sum	Bid Alt 1 - Traffic and Pedestrian Management _____ Dollars (\$ _____) Per Lump Sum	\$ _____
1570.2A	250	Square Foot	Bid Alt 1 - Safety Signing for Construction Operations _____ Dollars (\$ _____) Per Square Foot	\$ _____
1570.3A	25	Unit Week	Bid Alt 1 - Variable Message Boards _____ Dollars (\$ _____) Per Unit Week	\$ _____
2015.1A	5	Day	Bid Alt 1 - Geotechnical Instrumentation and Monitoring _____ Dollars (\$ _____) Per Day	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2051.1A	50	Ton	Bid Alt 1 - Disposal of Construction Debris as Solid Waste _____ Dollars (\$ _____) Per Ton	\$ _____
2051.2A	860	Ton	Bid Alt 1 - Disposal of Bituminous Concrete _____ Dollars (\$ _____) Per Ton	\$ _____
2051.3A	1	Each	Bid Alt 1 - Demolition and/or Removal of Lamp Hole, Manhole, Catch Basin or Other Structure _____ Dollars (\$ _____) Per Each	\$ _____
2080.1A	1	Lump Sum	Bid Alt 1 - OHM – Soil and Waste Management FOUR Thousand Three Hundred and Nine and 00/100 + = _____ Dollars (\$4,309.00 + _____ = _____) Per Lump Sum	\$ _____
2080.2A	10	Cubic Yards	Bid Alt 1 - OHM – Handling Asbestos-Contaminated Soil/Fill Eighty Two and 00/100 + = _____ Dollars (\$82.00 + _____ = _____) Per Cubic Yard	\$ _____
2080.3A	10	Cubic Yards	Bid Alt 1 - OHM – Handle/Characterize Unknown Materials Thirty Five and 00/100 + = _____ Dollars (\$35.00 + _____ = _____) Per Cubic Yard	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2095.1A	60	Tons	Bid Alt 1 - OHM – Disposal of Soil – Impacted <RCS-1 (Class A-2)	<u>Twenty Five and 00/100 +</u> _____ = _____ Dollars (\$ <u>25.00</u> + _____ = _____) Per Ton	\$ _____
2095.2A	350	Tons	Bid Alt 1 - OHM – Disposal of Soil – Daily Cover Unlined Landfill (Class B-1)	<u>Thirty and 00/100 +</u> _____ = _____ Dollars (\$ <u>30.00</u> + _____ = _____) Per Ton	\$ _____
2095.3A	130	Tons	Bid Alt 1 - OHM – Disposal of Soil – Daily Cover Lined Landfill (Class B-2)	<u>Forty and 00/100 +</u> _____ = _____ Dollars (\$ <u>40.00</u> + _____ = _____) Per Ton	\$ _____
2095.4A	40	Tons	Bid Alt 1 - OHM – Disposal of Soil - Non-Hazardous Solid Waste Asphalt Batching In-State (Class B-3)	<u>Forty Five and 00/100 +</u> _____ = _____ Dollars (\$ <u>45.00</u> + _____ = _____) Per Ton	\$ _____
2095.5A	3	Tons	Bid Alt 1 - OHM – Disposal of Soil - Non Hazardous Solid Waste Thermal Treatment (Class B-4)	<u>Fifty Five and 00/100 +</u> _____ = _____ Dollars (\$ <u>55.00</u> + _____ = _____) Per Ton	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2095.6A	4	Tons	Bid Alt 1 - OHM – Disposal of Soil - Non Hazardous Solid Waste Recycling (Class B-5)		
			Forty Five and 00/100 + _____ = _____ Dollars		\$ _____
			(\$ 45.00 + _____ = _____) Per Ton		
2095.7A	3	Tons	Bid Alt 1 - OHM – Disposal of Soil - Non Hazardous Solid Waste (Class B-6)		
			Seventy Five and 00/100 + _____ = _____ Dollars		\$ _____
			(\$ 75.00 + _____ = _____) Per Ton		
2095.8A	3	Tons	Bid Alt 1 - OHM – Disposal of Soil – Treat and Dispose of Toxic Lead Soil RCRA Hazardous Waste (Class C-1)		
			One Hundred and Twenty Five and 00/100 + _____ = _____ Dollars		\$ _____
			(\$ 125.00 + _____ = _____) Per Ton		
2095.9A	3	Tons	Bid Alt 1 - I OHM – Disposal of Soil - RCRA Hazardous Waste (Class C-2)		
			One Hundred and Ninety Five and 00/100 + _____ = _____ Dollars		\$ _____
			(\$ 195.00 + _____ = _____) Per Ton		
2095.10A	3	Tons	Bid Alt 1 - OHM – Disposal of Asbestos Waste		
			One Hundred and Twenty and 00/100 + _____ = _____ Dollars		\$ _____
			(\$ 120.00 + _____ = _____) Per Ton		

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2095.11A	3	Tons	Bid Alt 1 - OHM – Disposal of PCB/TSCA Contaminated Soils <u>Two Hundred and Forty and 00/100 +</u> = _____ Dollars (\$ <u>240.00 +</u> = _____) Per Ton	\$ _____ -
2100.1A	1	Lump Sum	Bid Alt 1 - Tree Protection and Maintenance _____ Dollars (\$ _____) Per Lump Sum	\$ _____
2140.1A	10	Day	Bid Alt 1 - Treatment of Construction Dewatering _____ Dollars (\$ _____) Per Day	\$ _____
2210.1A	100	Cubic Yard	Bid Alt 1 - Test Pits _____ Dollars (\$ _____) Per Cubic Yard	\$ _____
2210.2A	150	Cubic Yard	Bid Alt 1 - Control Density Fill for Backfill _____ Dollars (\$ _____) Per Cubic Yard	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2210.3A	500	Cubic Yard	Bid Alt 1 – Structural Fill	_____ Dollars (\$ _____) Per Cubic Yard	\$ _____
2210.2A	200	Cubic Yard	Bid Alt 1 – Gravel Subbase	_____ Dollars (\$ _____) Per Cubic Yard	\$ _____
2252.1.1A	1	Each	Bid Alt 1 - Manhole – Pre-cast 4-Foot Diameter	_____ Dollars (\$ _____) Per Each	\$ _____
2500.1.1A	30	Ton	Bid Alt 1 - Bituminous Concrete Base Course – Trench Width	_____ Dollars (\$ _____) Per Ton	\$ _____
2500.1.2A	800	Ton	Bid Alt 1 - Bituminous Concrete Base Course – Full Width	_____ Dollars (\$ _____) Per Ton	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2500.1.3A	375	Ton	Bid Alt 1 - Bituminous Concrete Top Course – Full Width _____ Dollars (\$ _____) Per Ton	\$ _____
2500.1.4A	50	Ton	Bid Alt 1 - Hand Placed Bituminous Concrete _____ Dollars (\$ _____) Per Ton	\$ _____
2500.2.2A	3,000	Square Yard	Bid Alt 1 - Pavement Reclamation/Pulverizing, Full Width, 8-In Depth _____ Dollars (\$ _____) Per Square Yard	\$ _____
2500.3A	3,000	Square Yard	Bid Alt 1 - Final Grading Sub-Base Under Roadways _____ Dollars (\$ _____) Per Square Yard	\$ _____
2500.4A	100	Linear Foot	Bid Alt 1 - Hot Poured Rubberized Asphalt Sealer _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2500.5A	100	Linear Foot	Bid Alt 1 - Bituminous Concrete Infrared Pavement Sealing _____ Dollars (\$ _____) Per Linear Foot	\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-23

Item #	Estimated Quantity	Units	ITEM DESCRIPTION	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2524.1.1A	450	Square Yard	Bid Alt 1 - 4" Cement Concrete Sidewalks _____ Dollars (\$ _____) Per Square Yard	\$ _____
2524.1.2A	80	Square Yard	Bid Alt 1 - 6" Cement Concrete Sidewalks at Driveways _____ Dollars (\$ _____) Per Square Yard	\$ _____
2524.1.3A	80	Square Yard	Bid Alt 1 - 6" Cement Concrete Wheelchair Ramps _____ Dollars (\$ _____) Per Square Yard	\$ _____
2524.2.1A	675	Square Yard	Bid Alt 1 - Wire Cut Bricks on 4-in Bituminous Concrete Base (Sidewalks and Driveways) _____ Dollars (\$ _____) Per Square Yard	\$ _____
2524.3.1.1 A	1,000	Linear Foot	Bid Alt 1- Remove and Reset Granite Curb (Straight and Curved) _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2524.3.1.2 A	35	Linear Foot	Bid Alt 1 - Remove and Reset Granite Transition Curb for Wheelchair Ramps (Straight and Curved) _____ Dollars (\$ _____) Per Linear Foot	\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-24

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2524.3.2.1 A	750	Linear Foot	Bid Alt 1 - New Granite Curb Type VA-4 (Straight and Curved) _____ Dollars (\$ _____) Per Linear Foot		\$ _____
2524.3.2.2 A	35	Linear Foot	Bid Alt 1 - New Granite Transition Curb for Wheelchair Ramps (Straight and Curved) _____ Dollars (\$ _____) Per Linear Foot		\$ _____
2577.1A	800	Linear Foot	Bid Alt 1 - 4-in to 8-in Reflectorized Pavement Markings – Yellow & White Thermoplastic _____ Dollars (\$ _____) Per Linear Foot		\$ _____
2577.2A	1,000	Linear Foot	Bid Alt 1 - 12-in Reflectorized Pavement Markings – White Thermoplastic _____ Dollars (\$ _____) Per Linear Foot		\$ _____
2604.1A	1	Each	Bid Alt 1 - Catch Basin – Type I Single Grate (4-ft Diameter) _____ Dollars (\$ _____) Per Each		\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2604.2A	1	Each	Bid Alt 1 - Catch Basin – Type II Double Grate (5-ft Diameter)	_____ Dollars (\$ _____) Per Each	\$ _____
2605.1A	1	Each	Bid Alt 1 - Infiltration Basin	_____ Dollars (\$ _____) Per Each	\$ _____
2622.1A	50	Linear Foot	Bid Alt 1 - Relocate Existing Sanitary Services in Conflict With the Proposed Work or Reinstate Existing Sanitary Services	_____ Dollars (\$ _____) Per Linear Foot	\$ _____
2622.6A	200	Linear Foot	Bid Alt 1 - Pipe – PVC (Gravity) 15-inch	_____ Dollars (\$ _____) Per Linear Foot	\$ _____
2622.9A	280	Linear Foot	Bid Alt 1 - Pipe – PVC (Gravity) 24-inch	_____ Dollars (\$ _____) Per Linear Foot	\$ _____

Bidder's Name _____
 Forest Street
 ADD 3

Item #	Estimated Quantity	Units	ITEM DESCRIPTION		Amount
			Description of the Work and Unit Price Bid Written in Words and Numbers		
2630.2A	10	Linear Foot	Bid Alt 1 - Pipe – DI (Water) 6-inch	_____ Dollars (\$ _____) Per Linear Foot	\$ _____
2630.3A	700	Linear Foot	Bid Alt 1 - Pipe – DI (Water) 8-inch	_____ Dollars (\$ _____) Per Linear Foot	\$ _____
2630.4A	300	Linear Foot	Bid Alt 1 - Pipe – DI (Water) 12-inch	_____ Dollars (\$ _____) Per Linear Foot	\$ _____
2640.2A	1	Each	Bid Alt 1 - 6-in Gate Valve and Gate Box	_____ Dollars (\$ _____) Per Each	\$ _____
2640.3A	8	Each	Bid Alt 1 - 8-in Gate Valve and Gate Box	_____ Dollars (\$ _____) Per Each	\$ _____
2640.4A	4	Each	Bid Alt 1 - 12-in Gate Valve and Gate Box	_____ Dollars (\$ _____) Per Each	\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-27

Item #	Estimated Quantity	Units	<u>ITEM DESCRIPTION</u>	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2645.1	2	Each	New Hydrant _____ Dollars (\$ _____) Per Each	\$ _____
2645.2A	1	Each	Bid Alt 1 - Remove and Dispose Existing Hydrant _____ Dollars (\$ _____) Per Each	\$ _____
2660.1A	125	Linear Foot	Bid Alt 1 - ½-in to 3-in Water Service Replacement _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2660.2A	25	Each	Bid Alt 1 - Tie Over Existing Water Service to New Water Main _____ Dollars (\$ _____) Per Each	\$ _____
2685.1A	1,800	Linear Foot	Bid Alt 1 - Pipe – Temporary By-Pass Piping _____ Dollars (\$ _____) Per Linear Foot	\$ _____
2761.1A	1	Lump Sum	Bid Alt 1 - Flow Bypass _____ Dollars (\$ _____) Per Lump Sum	\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-28

Item #	Estimated Quantity	Units	<u>ITEM DESCRIPTION</u>	
			Description of the Work and Unit Price Bid Written in Words and Numbers	Amount
2910.1A	8	Each	Bid Alt 1 - Tree Planting _____ Dollars (\$ _____) Per Each	\$ _____
2950.1A	500	Square Foot	Bid Alt - Non-Standard Back of Sidewalk Restoration _____ Dollars (\$ _____) Per Square Foot	\$ _____

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-29

Total amount of **BASE BID** based on Engineer's estimate of quantities for Items 1200.1 through 2910.1, inclusive:

(Amount in Words)

(Amount in Figures)

Total amount of **BID ALTERNATE NO. 1- OXFORD STREET OPTION** based on Engineer's estimate of quantities for Items 1200.1A through 2910.1A, inclusive:

(Amount in Words)

(Amount in Figures)

Total amount of **BASE BID PLUS BID ALTERNATE NO. 1 – OXFORD STREET OPTION** based on Engineer's estimate of quantities (**Evaluated for Basis of Award**):

(Amount in Words)

(Amount in Figures)

Also write the amount of the BID, in words and numbers, in the spaces provided for the on Page 00300-2 of the Form for General Bid.

Basis of Award will be on the prices bid for Base Bid and or Bid Alternate 1 at the sole discretion of the Owner.

Bidder's Name _____

Forest Street
ADD 3

FORM FOR GENERAL BID
00300-30

- F. The undersigned agrees if selected as General Contractor, within ten (10) 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; S E A Consultants Inc; and MWH Americas, Inc as **Additional Insured**, complying with the Insurance requirements set forth herein in the General Terms and Conditions of the contract, Article 8.
- G. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any minor informalities in the bidding prices.
- H. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.
- I. The bidder hereby certifies it shall comply with the minority workforce ratios and specification contained in the Cambridge Employment Plan, the Cambridge Responsible Employer Plan, the Living Wage Ordinance, the Supplemental Equal Employment Opportunity Program, the Americans with Disabilities Act, and the MWRA WBE Participation Plan. 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.
- J. 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.
- K. 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.

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 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)

Bidder's Name _____

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.

Signed this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the Principal has submitted to the City of Cambridge, Massachusetts, a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the **Cambridge, Massachusetts, Frost Street Area Sewer Separation and Surface Improvements Project – Forest Street.**

If the Principal fails to perform their agreement to execute a contract and furnish a performance bond and a labor and materials or payment bond as stated in their 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, their 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, their bid bond shall be returned to their.

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

CONTRACTOR AS PRINCIPAL

SURETY

(Signature)

(Signature)

Name and Title:

Name and Title:

SEAL

SEAL

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SECTION 00311
MBE FORMS (CITY OF CAMBRIDGE)

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 Minority and Women Business Assistance (SOMWBA) Certified Minority/Women Business Directory. Only MBE firms approved by SOMWBA will be accepted by the City of Cambridge.
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 Businesses 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 CONTRACT.

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 project price 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 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 subcontract 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 in part.
- E. Any bidder or contractor shall provide such information as is necessary in the judgment 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.

**FORM
1
M.B.E.**

CONTRACTOR CERTIFICATION OF COMPLIANCE

Minority Business Enterprise Requirements

Name and Address of Participating Minority Bus. Enterprise	Name of Participant	Dollar Value
1.		
2.		
3.		
4.		
5.		
6.		
7.	GRAND TOTAL FOR MINORITY BUSINESS COMMITMENT	
	\$ _____	
8.	PERCENTAGE MBE PARTICIPATION (Line 7 Divided by total bid price) _____%	

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.

Date

General Contractor

Authorized Signature

Business Address

LETTER OF INTENT TO PARTICIPATE

Minority Business Enterprise Requirements

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 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

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 ten percent (10%) 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 that said contacts 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. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

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 an 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 M.B.E. 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 NUMBER ON REQUEST-FOR-EXTENSION _____

NAME OF MBE COMPANY CONTACTED _____

ADDRESS OF COMPANY CONTACTED _____

TELEPHONE NO. OF COMPANY CONTACTED _____

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 too high _____; MBE 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

SECTION 00312

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.

3. If a corporation, where incorporated.

4. Does the firm have at least ten (10) years of experience in:

A. The construction and rehabilitation of sewerage and drainage systems under your present firm or trade name?

Bidder's Name: _____

B. The reconstruction of roadways and Architectural Access Board compliant sidewalks under your present firm or trade name?

C. The construction and rehabilitation of municipal sewerage and drainage systems under your present firm or trade name?

D. The reconstruction of municipal roadways and Architectural Access Board compliant sidewalks under your present firm or trade name?

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
---	---	---------------------	--------------------------------	-------------------------------------

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-2

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

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

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

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
---	---	---------------------	--------------------------------	-------------------------------------

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS
00312-3

10. Qualification Requirements – As a minimum, the Bidder must demonstrate that it is qualified to bid on this Contract by adequately providing responses to the following 6 qualification requirements:

Qualification Requirement No 1:

Within the last 10 years, the Contractor must have successfully completed at least 3 projects involving, as a minimum, the construction of water mains, sanitary sewers, storm drains, streets and sidewalks within a crowded urban setting on state highways with heavy volumes of motor vehicle, bicycle, pedestrian and handicap traffic that required coordination and rerouting of traffic and transportation with MBTA, and with state and city police, fire, parking, traffic and handicap compliance departments. The dollar value of each project must have been at least 5 million dollars.

Project #1-1:

Project Name: _____

Start date: _____ Completion date: _____

Name of Owner for Whom the Work was done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Dollar Value of Project #1-1 Contract: _____

State highway and City impacted in urban setting: _____

Description of work performed that demonstrates that the above requirements have been fulfilled:

Project # 1-2:

Project Name: _____

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-4

Start date: _____ Completion date: _____

Name of Owner for Whom the Work was done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Dollar Value of Project #1-2 Contract: _____

State highway and City impacted in urban setting: _____

Description of work performed that demonstrates that the above requirements have been fulfilled:

Project # 1-3:

Project Name: _____

Start date: _____ Completion date: _____

Name of Owner for Whom the Work was done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Dollar Value of Project #1-2 Contract: _____

State highway and City impacted in urban setting: _____

Description of work performed that demonstrates that the above requirements have been fulfilled:

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-5

Qualification Requirement No 2:

Within the last 10 years, the Contractor must have successfully completed at least 3 projects which implemented trenchless technologies for sewer and drain rehabilitation, including Cured In Place Pipe Lining and/or pipe bursting. The dollar value of each project must have been at least 1 million dollars.

Project #2-1:

Project Name: _____

Start date: _____ Completion date: _____

Name of Owner for Whom the Work was done:

Owner's Representative's Telephone #: _____

Dollar Value of Project #2-1 Contract: _____

City & streets where trenchless sewer rehabilitation work was completed:

Description of work performed that demonstrates that the above requirements have been fulfilled:

Project #2-2

Project Name: _____

Start date: _____ Completion date: _____

Name of Owner for Whom the Work was done:

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Dollar Value of Project #2-2 Contract: _____

City & streets where trenchless sewer rehabilitation work was completed:

Description of work performed that demonstrates that the above requirements have been fulfilled:

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-6

Project #2-3

Project Name: _____

Start date: _____ Completion date: _____

Name of Owner for Whom the Work was done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Dollar Value of Project #2-2 Contract: _____

City & streets where trenchless sewer rehabilitation work was completed: _____

Description of work performed that demonstrates that the above requirements have been fulfilled:

Qualification Requirement No 3:

Within the last 10 years, the Contractor must have successfully completed at least 3 projects that demonstrated sensitivity to community issues, which could include but is not limited to designation of a community liaison, attendance at community meetings, and compliance with OSHA construction standards. The dollar value of each project must have been at least 1 million dollars.

Project #3-1:

Project Name: _____

Start date: _____ Completion date: _____

Name of Owner for Whom the Work was done: _____

Name of Owner's Representative (for Reference): _____

Owner's Representative's Telephone #: _____

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-7

Dollar Value of Project #3-1 Contract: _____

Description of work performed that demonstrates that the above requirement has been fulfilled:

Project #3-2:

Project Name: _____

Start date: _____ Completion date: _____

Name of Owner for Whom the Work was done: _____

Name of Owner's Representative (for Reference):

Owner's Representative's Telephone #: _____

Dollar Value of Project #3-2 Contract: _____

Description of work performed that demonstrates that the above requirement has been fulfilled:

Project #3-3:

Project Name: _____

Start date: _____ Completion date: _____

Name of Owner for Whom the Work was done: _____

Name of Owner's Representative (for Reference):

Owner's Representative's Telephone #: _____

Dollar Value of Project #3-2 Contract: _____

Description of work performed that demonstrates that the above requirement has been fulfilled:

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-8

11. 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

(b) Rented

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

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-9

13. 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.).

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

15. 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

16. Federal Identification No.

17. 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 _____, 20____

(Signature)

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-10

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 on _____, 20__

Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-11

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Bidder's Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

00312-12

Forest Street
ADD 3

SECTION 00313
GENERAL CONTRACTOR'S CERTIFICATION

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

_____ (General Contractor) certifies that:

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

Submit this form with your bid

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SECTION 00315
PROJECTED WORKFORCE CERTIFICATION

THIS FORM MUST BE SUBMITTED WITH YOUR BID

PROJECTED WORKFORCE CERTIFICATION

I, _____

Certify that the following is my projected workforce for this contract:

GENERAL CONTRACTOR	ESTIMATED # OF NEW HIRES

SUBTRADE	ESTIMATED # OF NEW HIRES

Signed under penalties of perjury,

General Contractor

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SECTION 00316
CREP GENERAL CONTRACTOR'S CERTIFICATION FORM

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 sub bidders 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 apprenticeable 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

SECTION 00317

CREP GENERAL CONTRACTOR'S CERTIFICATION – WEEKLY FORM

Project: _____
Contract#: _____

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

_____ hereby certifies that it, (Name of General Contractor)
and all its subcontractors who are not filed sub bidders:

(1) are complying with the Cambridge Employment Plan as it currently exists and as it may be, from time to time, amended, and specifically are complying with the worker hours requirements of §2.66.060(A);

(2) are complying 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) are maintaining or participating in a bona fide apprentice training program as defined by c.23 §§ 11H and 11I for each apprenticeable trade or occupation represented in its workforce that is approved by the Division of Apprentice Training of the Department of Labor and Industries and are abiding by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract;

(4) are furnishing, 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) are maintaining appropriate industrial accident insurance coverage for all its employees employed on the project in accordance with M.G.L. c.152; and

(6) are properly classifying 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.

The General Contractor certifies under oath that it is in compliance with the above obligations.
Signed under the penalties of perjury, week of: _____(date)

Signature of authorized representative of contractor

Print name of authorized representative of contractor

**THIS FORM MUST BE SUBMITTED TO THE CITY OF CAMBRIDGE
PURCHASING DEPARTMENT ON A WEEKLY BASIS FOR THE LIFE OF THE
PROJECT**

SECTION 00321

CREP SUBCONTRACTOR CERTIFICATION – WEEKLY FORM

Project: _____

Contract#: _____

**CAMBRIDGE RESPONSIBLE EMPLOYER PLAN
NONFILED SUBBIDDER’S CERTIFICATION - WEEKLY CONTRACT FORM**

_____ hereby certifies that it, (Name of General Contractor) and all its subcontractors who are not filed subbidders:

(1) are complying with the Cambridge Employment Plan as it currently exists and as it may be, from time to time, amended, and specifically are complying with the worker hours requirements of §2.66.060(A);

(2) are complying 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) are maintaining or participating 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 are abiding by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract;

(4) are furnishing, 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) are maintaining appropriate industrial accident insurance coverage for all its employees employed on the project in accordance with M.G.L. c.152; and

(6) are properly classifying 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.

The General Contractor certifies under oath that it is in compliance with the above obligations.

Signed under the penalties of perjury, week of: _____(date)

Signature of authorized representative of contractor

Print name of authorized representative of contractor

**THIS FORM MUST BE SUBMITTED TO THE CITY OF CAMBRIDGE
PURCHASING DEPARTMENT ON A WEEKLY BASIS FOR THE LIFE OF THE
PROJECT**

SECTION 00322
CORI COMPLIANCE FORM

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

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SECTION 00323
OSHA GENERAL CONTRACTOR CERTIFICATION FORM

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 sub bidders 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 a 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

SECTION 00324
OSHA SUBCONTRACTOR CERTIFICATION FORM

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

NON-FILED SUBBIDDERS CERTIFICATION - BID FORM

_____ (Name of Sub 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 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

SECTION 00325

MASSACHUSETTS DIESEL RETROFIT PROGRAM STATEMENT OF INTENT TO COMPLY

The Department of Environmental Protection has developed the Massachusetts Diesel Retrofit Program (MDRP) in response to increasing health concerns with the emissions from diesels engines and vehicles. To control these emissions, the MADRP has identified oxidation catalyst retrofits as the control technology of choice. These retrofits consist of either an in-line replacement engine muffler system or an add-on control device. Compliance with the MDRP is technology based, such that installation of an EPA-certified (or equivalent) control device will constitute full compliance.

Statement of Intent to Comply

This form must be signed and submitted by the Bidder as part of the bid.

Local Governmental Unit : City of Cambridge Public Works

SRF Project No. :

Contract No. :

Contract Title : CITY OF CAMBRIDGE, MA FROST STREET AREA SEWER SEPARATION AND SURFACE IMPROVEMENTS PROJECT – FOREST STREET.

Bidder : _____

The undersigned, on behalf of the above-named Bidder, agrees that, if awarded the contract, the Bidder will comply with the Massachusetts Diesel Retrofit Program (MDRP) by having all of the off-road (non-registered) diesel vehicles/equipment used on the Contract equipped with, or retrofitted with, after-engine emission controls that are EPA certified or equivalent.

Signed under penalties of perjury.

Signature of authorized representative of contractor

Print name of authorized representative of contractor

Date

MASSACHUSETTS DIESEL RETROFIT
PROGRAM STATEMENT OF INTENT TO COMPLY
00325-1

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MASSACHUSETTS DIESEL RETROFIT
PROGRAM STATEMENT OF INTENT TO COMPLY
00325-2

Forest Street
ADD 3

Section 02210 – Earth Excavation, Backfill, Fill and Grading

SECTION 02210

EARTH EXCAVATION, BACKFILL, FILL AND GRADING

2210.1	TEST PITS	CUBIC YARD
2210.1A	TEST PITS (BID ALTERNATE 1)	CUBIC YARD
2210.2	CONTROL DENSITY FILL FOR BACKFILL	CUBIC YARD
2210.2A	CONTROL DENSITY FILL FOR BACKFILL (BID ALTERNATE 1)	CUBIC YARD
2210.3	STRUCTURAL FILL	CUBIC YARD
2210.3A	STRUCTURAL FILL (BID ALTERNATE 1)	CUBIC YARD
2210.4	GRAVEL SUBBASE	CUBIC YARD
2210.4A	GRAVEL SUBBASE (BID ALTERNATE 1)	CUBIC YARD

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the following:

1. The Work shall consist of excavation of all materials removed within the limits of the Contract in accordance with the Specifications and in close conformity with the lines, grades, thickness and cross sections shown on the plans or established by the Engineer.
2. The Contractor shall comply with all applicable laws, rules, ordinances, and general regulations of the Federal Government, the Commonwealth of Massachusetts, the City of Cambridge, the Cambridge Department of Public Works, DEP, EPA, OSHA, and other regulatory agencies having jurisdiction over the Work.
3. Provide materials for backfilling excavations as indicated and specified.
4. Grade surfaces to meet finished grades indicated. Grade roadway and site as to maintain them in a level unrutted condition and to eliminate puddling of surface and subsurface water.

1.2 SUBMITTALS

A. Shop Drawings: Submit the following in accordance with Section 01300 – SUBMITTALS:

1. Submit an Excavation, Backfilling, Grading and Compaction plan at

least two weeks prior to start of any earth moving activities. The review will be only for the information of the Owner and third parties for an overall understanding of the project relating to access, maintenance of existing facilities and proper utilization of the site. The Contractor shall remain responsible for the adequacy and safety of the means, methods and sequencing of construction. The plan shall include, but not be limited to the following items:

- a. Detailed sequence of work.
 - b. General description of construction methods.
 - c. Numbers, types, and sizes of equipment proposed to perform excavation, backfilling, grading and compaction.
 - d. Details of dust control measures.
 - e. Proposed locations of stockpiled excavation and/or backfill materials.
 - f. Proposed surplus excavated material off-site disposal areas and required permits.
 - g. Erosion and sedimentation control measures, which will prevent erosion and sedimentation during the earth moving and soil stockpile activities.
2. Backfill Materials: Submit a 20 lb. sample, grain size analysis and moisture density curve performed in accordance with ASTM D422 and compaction test results (ASTM D1557 Procedure C) for each proposed source of backfill, imported material and on-site material to be reused, for review by the Engineer at least, one week prior to use of the material. The grain size analysis shall indicate that the backfill material conforms to the gradation requirements specified.
- a. In addition, a certification statement and analytical results shall accompany each physical sample of earth materials to be imported onto the site, including but not limited to crushed stone, loam, bedding sand, gravel sub-base, common fill and structural backfill. At a minimum the certification shall state the point of origin and that the material is free of contaminants. The certification shall include representative sample analysis from each point of origin of backfill to be used on the site. The sample(s) shall be analyzed by a certified laboratory for total metals (EPA priority pollutant metals), volatile organic compounds (EPA Method 8260), semi-volatile organic compounds (EPA Method 8270),

petroleum hydrocarbons (EPA Method 8100), and Total PCBs and pesticides (EPA Method 8081 and 8082). On-site soils defined as suitable for reuse in this Section and in Section 02080 – SOIL AND WASTE MANAGEMENT can be used as backfill without providing the certification required above.

- b. All sampling of soils for chemical testing shall be performed by a person experienced in sample collection and shall be either: 1) a Licensed Site Professional registered in the Commonwealth of Massachusetts; 2) a Professional Engineer registered in the Commonwealth of Massachusetts; 3) a professional Geologist registered in the Commonwealth of Massachusetts; 4) a certified groundwater/environmental professional; or 5) an authorized representative of the one of the persons listed above. Samples of each material shall be submitted to a chemical analytical laboratory, certified by the Massachusetts Department of Environmental Protection.
 - c. Submit additional samples and geotechnical and analytical test data and certifications for every 1000 cubic yards (every 200 cubic yards for moisture density curves) of material imported or reused on-site or anytime consistency of material changes in the opinion of the Engineer. Submit associated chemical laboratory data on the imported materials throughout the course of the Work, if requested by the Engineer, to evaluate the consistency of the source or process, at no additional cost to the Owner.
 - d. Controlled Density Fill Mix Design: Prior to beginning the work the Contractor shall submit for review, controlled density fill mix designs which shall show the proportions and gradations of all materials proposed for each class and type of controlled density fill specified herein.
 - e. Filter Fabric: Submit shop drawings and product data sheets.
- 3. During Construction, submit written confirmation of fill lift thickness, in-place soil moisture content, and percentage of compaction to the Engineer before placing the next lift or constructing foundations.
 - 4. Submit Qualifications of the Contractor's Independent Testing Laboratory as specified in Paragraph 1.5.K, three weeks prior to the execution of any earth excavation, backfilling, filling, or compaction process.

5. Not less than 10 calendar days prior to starting a new phase of the work or any time prior to changing the accepted blast design and procedures, submit in writing to the Engineer the following data of the proposed blasting operations.
 - a. Location, depth, area, anticipated neat lines and relationship to adjacent structures.
 - b. Diameter, spacing, burden, depth, pattern and inclination of blast holes.
 - c. Type, strength, amount in terms of weight and cartridges of explosives to be used in each hole, on each delay and the total for the blast.
 - d. The distribution of the charge in the holes and the priming of each hole.
 - e. Type, sequence and number of delays, delay pattern; wiring diagram for blast; size and type of hookup lines, and lead lines; type and capacity of firing source; type, size and location of safety switches, lightning gaps.
 - f. Scaled range or distance used to calculate the scaled range if the blast will exceed vibration limits.
 - g. Stemming of holes and matting or covering of blast area.
6. Complete, maintain and submit to the Engineer permanent blast reports including logs of each blast. Complete reports after each blast to include the following information:
 - a. Date, time and limits of blast by station.
 - b. Amount of explosives used by weight and number of cartridges.
 - c. Total number of delays used and number of holes used for each delay period.
 - d. On a diagram of the approved blast pattern indicate any holes not drilled, drilled but not loaded, changes in spacing or in pattern of delays or in loading of holes.
 - e. Total number of holes, maximum charge per hole and corresponding delay number.

- f. An evaluation of the blast indicating tights, areas of significant overbreak and any recommended adjustments for the next blast.

1.3 DEFINITIONS

- A. Acceptable Material: Material which does not contain organic silt or organic clay; peat; vegetation; wood or roots; stones or rock fragments over 6-inch in diameter; porous biodegradable matter; loose or soft fill; excavated pavement; or refuse. Stones or rock fragments shall not exceed 40 percent by weight of the backfill material. Clay or silt content shall not exceed 25 percent by weight of the backfill material.
- B. Unacceptable Materials: Materials that do not comply with the requirements for the acceptable material or which cannot be compacted to the specified or indicated density.
- C. Percentage of compaction is defined as the ratio of the field dry density, as determined by ASTM D1556 or ASTM D2922 to the maximum dry density determined by ASTM D1557 Procedure C, multiplied by 100.
- D. Proof Roll: Compaction with a minimum of four passes of a vibratory steel drum roller. Vibratory plate compactors shall be used in small areas where a vibratory steel drum roller cannot be used.
- E. Rock Excavation:
 - 1. Rock excavation in trenches and pits includes removal and disposal of materials and obstructions encountered which cannot be excavated with a 1.0 cubic yard (heaped) capacity, 42-inch wide bucket on track-mounted power excavator equivalent to Caterpillar Model 215, rated at not less than 90HP flywheel power and 30,000 lb. drawbar pull. Trenches in excess of 10 foot 0-inches in width and pits in excess of 30 feet 0-inches in either length or width are classified as open excavation.
 - 2. Rock excavation in open excavations includes removal and disposal of materials and obstructions encountered which cannot be dislodged and excavated with modern track-mounted heavy-duty excavating equipment without drilling, blasting or ripping. Rock excavation equipment is defined as Caterpillar Model No. 973 or No. 977K, or equivalent track-mounted loader, rated at not less than 170HP flywheel power and developing 40,000 lb. break-out force (measured in accordance with SAE J732C).
 - 3. Determination of rock excavation classification will be made by the

Engineer. Typical of materials classified as rock are boulders 1.0 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits. Intermittent drilling, blasting or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation. Do not perform rock excavation work until material to be excavated has been cross-sectioned and classified by Engineer. If the area to be excavated is preblasted prior to the excavation of overburden soils, the Engineer shall be notified at least two days in advance to allow observation of the preblast drilling by the Engineer in order to classify the excavation. Visual observation of the completed excavation may be made by the Engineer to modify the excavation classifications. Removal of rock excavation prior to classification by the Engineer shall be considered as earth excavation unless accepted by the Engineer in writing. Such excavation will be paid on the basis of contract unit rates for this classification.

1.4 REGULATIONS

- A. The Contractor shall be solely responsible for making all excavations in a safe manner. All excavation, trenching, and related sheeting, bracing, etc. shall comply with the requirements of OSHA excavation safety standards (29 CFR Part 1926 Subpart P) and State requirements. Where conflict between OSHA and State regulations exists, the more stringent requirements shall apply.
- B. Comply with all applicable laws, rules, ordinances, and general regulations of the Federal Government, the Commonwealth of Massachusetts, the City of Cambridge, the Cambridge Department of Public Works, the Cambridge Water Department, DEP, EPA, OSHA, and other regulatory agencies having jurisdiction over the Work.

1.5 QUALITY ASSURANCE

- A. Dewatering and Groundwater Control: Provide and maintain as specified in Section 02140 - DEWATERING.
- B. Excavations shall be performed in the dry, and kept free from standing water, snow and ice during construction.
- C. Temporary Excavation Support Systems: Provide and maintain as specified in Section 02160 – TEMPORARY EXCAVATION SUPPORT SYSTEMS
- D. Do not excavate or fill until the Engineer has reviewed all the required submittals.

- E. Formulate excavation, backfilling, and filling schedule and procedures to eliminate possibility of undermining or disturbing foundations of partially and completed structures, pipelines and embankments or existing structures and pipelines.
- F. Cut pavement and all surface materials to the top of the existing fill material with a saw to prevent damage to remaining pavement without extra compensation. Surface materials may include concrete slabs, cobblestones, rails and other miscellaneous materials. Where pavement is removed in large pieces, dispose of pieces before proceeding with excavation.
- G. Dig test pits considered separate to the normal excavation as required to locate underground utilities, obstructions or water table.
- H. If material for foundation support is found to be unacceptable, as defined in these Specifications, at or below the grade to which excavation would normally be carried in accordance with the drawings and/or specifications, remove such material to the required width and depth as required by the Engineer and replace it with crushed stone.
- I. During progress of work, conduct earth-moving operations and maintain work site so as to minimize the creation and dispersion of dust.
- J. Bedding and backfill material shall not be placed in water. Water shall not be allowed to rise upon or flow over the bedding and backfill material.
- K. Employ an independent testing laboratory to perform particle size and gradation analyses, in accordance with ASTM D422, as well as compaction testing. The independent testing laboratory shall have the following qualifications:
 - 1. Be accredited by the American Associates of State Highway and Transportation Officials (AASHTO) Accreditation Program;
 - 2. Have three years experience in sampling, testing and analysis of soil and aggregates, and monitoring field compaction operations;
 - 3. Able to provide three references from previous work.

1.6 AVAILABLE INFORMATION

- A. Prior to submitting his bid, the Contractor shall review and understand all available information possible. Geotechnical Design Memorandum, prepared by the Engineer, is available upon request and is made available to the Contractor for informational purposes only and shall not be interpreted as a warranty of subsurface conditions whether interpreted from written text,

boring logs, or other data. The subsurface data represent conditions only at the sampling locations at the times the explorations were conducted.

- B. Neither the Owner nor Engineer shall be liable for any error or discrepancy in the subsurface information provided, nor for the Contractor's use or interpretation of the information. Additional test borings, test pits or other exploratory operations may be made by the Contractor with the written approval of the Owner, at no additional cost to the Owner.

1.7 MATERIAL TESTING

- A. Moisture Density - One per source, except for crushed stone. Repeat the moisture density test for every 200 cubic yard of material used, and whenever visual inspection indicates a change in material gradation as required shall be as determined by the Engineer.
- B. Gradation Analysis - A minimum of one per source, for each moisture density test, for every 100 cubic yards of material used, and whenever visual inspection indicates a change in material gradation. For on-site fill soil, the Engineer shall determine frequency of tests required.
- C. Construction Tolerances: Construct finished surfaces to plus or minus 0.5 inches of the elevations indicated. Provide the Engineer with adequate survey information to verify compliance with above tolerances.

1.8 FIELD TESTING

- A. Field Testing and Inspections: By Contractor's independent testing laboratory, acceptable to the Engineer, at Contractor's expense as specified. Location of tests shall be mutually acceptable to testing laboratory and the Engineer or as required by the Engineer. In the event compacted material does not meet specified in-place density, recompact material and retest this area until specified results are obtained at no additional cost to the Owner.
- B. Methods of Field Testing: In-Place Density: ASTM D1556, ASTM D2167, or ASTM D2922; In-Place Moisture Content: ASTM D3017, ASTM D4944, or ASTM D4959; Material Testing Frequency: The following testing frequencies are minimum required for all structural and non-structural fill materials.
- C. Field In-Place Density and Moisture Content - Crushed stone shall be compacted as specified and indicated. For other backfill and fill materials, minimum test frequency shall be as follows, and no less than two tests per lift:
 - 1. Trenches under structures, foundation preparation, or roadways subbase: Every 30 liner ft. per lift.

2. Trenches in areas without structures or roadways: Every 50 lin. ft. per lift
3. Under Structure: Every 300 sq. ft. per lift.
4. Around Structures: Every 100 sq. ft. per lift.

PART 2 – PRODUCTS

2.1 SAND BORROW

- A. Sand borrow shall consist of clean, inert, hard, durable grains of quartz or other hard durable rock free from clay and loam or other deleterious or organic material. Sand borrow shall be used as pipe bedding for all pipe with the exception of Reinforced Concrete Pipe, placed between 6 inches below pipe invert to 6 inches above pipe crown. The sand borrow shall conform to Massachusetts Highway Department (MHD) Specification Designation, M1.04.1, and the following gradation:

Sieve Size	Percent Passing by Weight
½-inch (12.7mm)	100
³ / ₈ -inch (9.525mm)	85-100
No. 4	60-100
No. 16	35-80
No. 50	10-55
No. 200	2-10

2.2 COMMON FILL AND ON-SITE MATERIAL GEOTECHNICALLY SUITABLE FOR REUSE ON-SITE AS BACKFILL:

- A. Common fill and on-site material geotechnically suitable for reuse on-site as backfill shall consist of sand and gravel consisting of hard durable particles, and free from trash, ice and snow, tree stumps, roots and other organic matter. Common fill and on-site material geotechnically suitable for reuse on-site as backfill shall be used from the top of the sand borrow or crushed stone and below the gravel subbase layer.

Common fill and on-site material geotechnically suitable for reuse on-site as backfill shall conform to the following gradation requirements:

Sieve Size	Percent Finer by Weight

Sieve Size	Percent Finer by Weight
6-inch (152.4mm)	100
No. 4	30-80
No. 40	30-50
No. 200	0-25

2.3 CRUSHED STONE

- A. Crushed stone shall consist of durable crushed rock or durable crushed gravel stone, free from ice and snow, sand, clay, loam, or other deleterious or organic material. Crushed stone shall be used as Reinforced Concrete Pipe bedding between 6 inches below pipe invert to 6 inches above pipe crown and initial 12 inches of backfill under structures, as a working mat or as a filter around perforated drain pipe.

Crushed stone shall be wrapped in filter fabric, placed in maximum 6-inch thick layers, loose measure, and compacted with a minimum of four passes of a vibratory plate or roller compactor. The crushed stone shall be uniformly blended and shall conform to the following requirements.

Sieve Size	Percent Passing by Weight
1-inch (25.4 mm)	100
3/4-inch (19.05 mm)	90-100
5/8-inch (15.875 mm)	---
1/2-inch (12.7 mm)	10-50
3/8-inch (9.5 mm)	0-20
No. 4	0-5
No. 8	---

2.4 CONTROLLED DENSITY FILL (CDF)

- A. Controlled density fill shall consist of a cementitious hard excavatable mixture of aggregate, Portland Cement, and air entraining admixtures. The material shall be of the type specified in Massachusetts Highway Department 1995 Standard Specifications for Highway and Bridges, as amended, Type 2E. Controlled density fill shall be used as trench backfill material around structures (not including manholes and catch basins) between the top of the crushed stone layer and the top of the structure. Controlled density fill shall also be used to fill abandoned utilities and around the excavation support systems as required by the Engineer.

2.5 STRUCTURAL FILL

- A. Structural fill shall consist of gravel and sand consisting of hard durable particles, and free from trash, ice and snow, tree stumps, roots and other organic and deleterious or organic matter. Structural fill shall be used for replacement of soft organic soils below pipe and tank inverts and below structures. Structural fill shall also be used, in the opinion of the Engineer where there is not sufficient suitable materials from the excavation to complete the backfilling of trenches. Structural fill shall conform to the following gradation requirements.

Sieve Size	Percent Passing by Weight
3-inch (76.2 mm)	100
No. 4	40-80
No. 40	10-30
No. 200	0-8

2.6 FILTER FABRIC

- A. Filter Fabric used, as a drainage medium shall consist of a nonwoven fabric made from polypropylene or polyethylene filaments or yarns. The fabric shall be inert to organic chemicals commonly encountered in the soil. The fabric shall conform to the following recommended property tests:

Property	Unit	Test Method	Minimum Value
Weight	oz/sy	ASTM D-3776	4.5
Grab Strength	Lbs	ASTM D-4632	120
Grab Elongation	percent	ASTM D-4632	55
Trapezoid Tear Strength	Lbs	ASTM D-4533	50
Mullen Burst Strength	Psi	ASTM D-3786	210
Puncture Strength	Lbs	ASTM D-4833	70

Edges and ends of filter fabric shall overlap a minimum of two feet.

2.7 GRAVEL SUBBASE

- A. Gravel subbase shall consist of inert material that is hard, durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials. Gravel subbase shall be used, in the opinion of the Engineer, where there is not sufficient suitable materials from the excavation or reclamation process directly below the proposed pavements and graded in

accordance with Massachusetts Highway Department (MHD) specification section 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

PART 3 – EXECUTION

3.1 GENERAL

- A. Do not excavate or fill until the Engineer has reviewed all the required submittals.

3.2 SITE MAINTENANCE

- A. Roadway and Site Leveling: Grade roadway and site as to maintain them in a level unrutted condition and to eliminate puddling of surface and subsurface water.

3.3 SUBGRADE PREPARATION AND PROTECTION

- A. Proof roll the subgrade prior to backfilling and filling operation, or placing crushed stone or sand borrow.
- B. Proof roll the pipe trench foundation subgrade prior to backfilling and filling operation.
- C. Over excavate all organic soil at subgrade and replace with compacted structural fill material.

3.4 COMPACTION EQUIPMENT

- A. The compaction equipment shall be selected by the Contractor, and shall be capable of consistently achieving the specified compaction requirements. The selected compaction equipment shall meet the following minimum requirements:
 - 1. Manually operated vibratory plate compactors weighing no less than 200 pounds with vibration frequency no less than 1600 cycles per minute.

2. Vibratory steel drum roller weighing at least 12,000 pounds.
3. Water jetting and puddling will not be allowed.

3.5 COMPACTION REQUIREMENTS

- A. The degree of compaction is expressed as a percentage of the maximum dry density at optimum moisture content as determined by ASTM Test D1557, Procedure C. The compaction requirements are as follows:

Area	ASTM Density Degree of Compaction
Natural subgrade	Proof roll
Crushed stone	As specified herein
Sand Borrow	As specified herein
Gravel subbase	95%
General backfill with CDF adjacent to structures	As specified herein
Trench backfill (on-site fill)	
- below pavements	95%
- below landscaped areas	90%
Other areas	90%

- B. Moisture Control: Fill that is too wet for proper compaction shall be desiccated, harrowed, or otherwise dried to a proper moisture content to allow compaction to the required density. If fill cannot be dried within 24 hours of placement, it shall be removed and replaced with drier fill at no additional cost to the Owner.
- C. Fill that is too dry for proper compaction shall receive water uniformly applied over the surface of the loose layer. Sufficient water shall be added to allow compaction to the required density.
- D. Unfavorable Conditions: In no case shall fill be placed in standing water, over organic silt or peat or material that is frozen. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by heavy rains, fill operations shall not be resumed until the moisture content and the density of the previously placed fill are as specified.
- E. In freezing weather, a layer of fill shall not be left in an uncompacted state at the close of the day's operations. Prior to terminating work for the day, the final layer of compacted fill shall be rolled with a smooth wheeled roller to eliminate ridges of soil left by compaction equipment.

- F. **Compaction Control:** In-place density tests shall be made at the Contractor's expense in accordance with ASTM D1556, D2922 or D2167 as the work progresses, to determine the degree of compaction being attained by the Contractor. Any corrective work required as a result of such tests, such as additional compaction, or a decrease in the thickness of layers, shall be performed by the Contractor at no additional expense to the Owner.
- G. The Engineer's duties do not include supervision or direction of the actual work by the Contractor, his employees or agents. Neither the presence of the Engineer nor any observation and testing performed by him shall excuse the Contractor from defects discovered in his work at that time or subsequent to the testing.
- H. **Placement:** All fill shall be placed in horizontal layers. Fill shall not be placed following the natural contours of the ground. Fill shall be placed starting in the lowest areas working up to finish grades in horizontal layers in the manner specified herein. Each layer of fill should be benched into the existing slope in order to avoid the formation of a shear plane.
- I. **Surfaces:** After backfilling trenches and excavations, the Contractor shall maintain the surfaces of backfill area in good condition so as to present a smooth surface at all times level with adjacent surfaces. The Contractor shall repair any subsequent settling over backfilled area immediately, in a manner satisfactory to the Engineer, and such maintenance shall be provided by the Contractor for the life of this Contract, at no additional expense to the Owner.
- J. The finished subgrade of the fills and filled excavations upon which topsoil is to be placed, or pavements are to be constructed, shall not be disturbed by traffic of other operations and shall be maintained in a satisfactory condition until the finished courses are placed. The storage or stockpiling of materials on finished subgrade will not be permitted.

3.6 SEPARATION OF EXCAVATED MATERIAL FOR REUSE

- A. Carefully remove acceptable material from excavated areas and store separately for further use as backfill material or for disposal or immediately reuse at the area of excavation as backfill.
- B. Reuse surplus acceptable excavated materials for backfill as indicated and in accordance with Section 02080 – SOIL AND FILL MANAGEMENT; deposit neatly and grade.

3.7 BACKFILL MATERIAL SELECTION

- A. **Backfill Material Selection:** Unless otherwise specified or required, material

used for filling and backfilling shall meet the requirements specified under Backfill materials. In general, the material used for backfilling trench excavations within the zone above structures and 6 inches above pipe crowns shall be material removed from the excavation provided that the reuse of these materials result in the required trench compaction and meets the gradation requirements specified for on-site fill. In areas where the bottom of the excavation is in silt and clay, and is below the groundwater table, a working mat and drainage layer of 12 inches of compacted crushed stone wrapped in filter fabric shall be placed.

- B. Place backfill to a maximum loose lift thickness of 9 inches except where used as pipe bedding. Maintain backfill material with a uniform moisture content, with no visible wet or dry streaking, between plus 2 percent and minus 3 percent of optimum moisture content. The final filled soil mass shall be as uniform as possible in lift thickness, moisture content, and effort required to compact soil mass.

3.8 STRUCTURE AND TRENCH BACKFILL

- A. The trenches shall be backfilled as soon as practicable with the material specified herein. All trench backfilling shall be done with special care, in the following manner and as required by the Engineer.
- B. Backfill material for pipe bedding shall be deposited in the trench, uniformly on both sides of the pipe, for the entire width of the trench as indicated on the drawings. Sand borrow bedding shall be placed by hand shovels, in layers not more than 4-inches thick in loose depth, and each layer shall be thoroughly and evenly compacted by tamping on each side of the pipe to provide uniform support around the pipe, free from voids. Crushed stone bedding material shall be placed in layers not more than 6-inches thick in loose measure, and compacted with at least 4 passes using a vibratory plate or roller compactor.
- C. The balance of trench backfill around structures (not including manholes or catch basins) shall be CDF material from the crushed stone layer at the bottom of the structure to the common fill layer at the top of the structure. The common fill material shall be spread in layers not exceeding 9-inches in loose depth and each layer thoroughly compacted by mechanical methods and shall contain no rock, stones or boulders larger than 6-inches in their greatest dimension. The balance of the trench with no structures shall be common fill material placed in 9-inch thick lifts and compacted up to the bottom of the gravel subbase layer.
- D. All trench backfilling shall be done with special care and must be carefully placed so as not to disturb the work at any time if necessary, timber grillage or other suitable method shall be used to break the fall of material. The moisture content of the backfill material shall be such that proper compaction

will be obtained. Backfill shall be made to grades required to establish the proper subgrade for the placement of topsoil or pavement base courses.

- E. In backfilling trenches, each layer of backfill material shall be moistened and compacted to a density as specified herein, and in such a manner as to permit the rolling and compaction of the filled trench or excavation with the adjoining earth to provide the required bearing value.
- F. Any trenches or excavations improperly backfilled or where settlement occurs shall be reopened, to the depth required for proper compaction, then refilled and compacted with the surface restored to the required grade and condition, at no additional expense to the Owner.
- G. During filling and backfilling operations, pipelines will be checked by the Engineer to determine whether any displacement of the pipe has occurred. If the observation of the pipelines shows poor alignment, displaced pipe or any other defects they shall be remedied to meet Engineer and Owner requirements at no additional cost to the Owner.

3.9 BACKFILLING AGAINST STRUCTURES

- A. Backfilling against masonry or concrete shall not be done until permitted by the Engineer. The Contractor shall not place backfill against or on structures until they have attained sufficient strength to support the loads (including construction loads) to which they will be subjected, without distortion, cracking or other damage. As soon as practicable after the structures are structurally adequate and other necessary work has been satisfactorily completed, the Contractor, as required by the Engineer, shall make special leakage tests of the structures. After the satisfactory completion of leakage tests and the satisfactory completion of any other required work in connection with the structures, the backfilling around the structures shall proceed using CDF Material.
- B. Symmetrical backfill loading shall be maintained. Special care shall be taken to prevent any wedging action or eccentric loading upon or against the structures.
- C. In compacting and other operations, the Contractor shall conduct his operations in a manner to prevent damage to structures due to passage of heavy equipment over, or adjacent to, structures, and any damage thereto shall be remedied by the Contractor at no additional expense to the Owner.

3.10 CDF QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. Slump: ASTM C143; one test at point of discharge for each day's placement; additional tests when CDF consistency seems to have changed.

- B. Compression Test Specimen: ASTM C31; one set of four (4) standard cylinders for each compression strength test, plus additional sets for each 100 cu yds more than the first 50 cu yds placed in any one day unless otherwise required.
- C. Compressive Strength Tests: ASTM C39; one set for each day's pour plus additional sets for each 100 cu. yds more than the first 50 cu. yds placed in any one day; two specimens tested at 28 days, and two specimens tested at 90 days.
- D. Test results will be reported in writing to Engineer, Ready-Mix Producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of placement, name of testing service, fill type and class, location of fill batch along route, design compressive strength limits at 28 days and 90 days, fill mix proportions and materials, compressive breaking strength, and type of break for both 28 day tests and 90 day tests.

3.11 TRENCH EXCAVATION

- A. For pipe installation in a cradle or within bedding, excavate trench by machinery to, or just below designated subgrade. If material remaining at bottom of trench is disturbed, recompaction shall be required.
- B. When pipe is to be laid directly on bottom of trench, do not excavate lower part of trenches by machinery to subgrade. Remove remainder of material to be excavated by use of hand tools just before placing of pipe. Form a flat or shaped bottom, true to grade, so pipe will have a uniform and continuous bearing. Support on firm and undisturbed material between joints, except for limited areas where use of pipe slings have disturbed bottom.
- C. Excavate trenches to depths so as to permit pipe to be laid at elevations, slopes, or depths of cover indicated on drawings, and at uniform slopes between indicated elevations.
- D. Make trenches as narrow as practicable and do not widen by scraping or loosening materials from the sides. Make every effort to maintain sides of trenches firm and undisturbed until backfilling has been placed and compacted.
- E. Excavate trenches with approximately vertical sides between springline of pipe and elevation 1 ft. above top of pipe.

3.12 EXCAVATION NEAR EXISTING STRUCTURES

- A. Discontinue digging by machinery when excavation approaches pipes, conduits, or other underground structures. Continue excavation by use of

hand tools. Include such manual excavation in work to be done when incidental to normal excavation and under items involving normal excavation.

- B. Excavate test pits when determination of exact location of pipe utilities or other underground structures is necessary for doing work properly.
- C. Execution of any earth excavation shall not commence until the related dewatering, soil and fill management, excavation support systems, and required backfill and fill materials submittals are reviewed by the Engineer and all Engineers' comments addressed.
- D. Carry out program of excavation, dewatering, and excavation support systems to eliminate possibility of undermining or disturbing foundations of existing structures or utilities of the work previously completed under this contract.
- E. Excavate to widths that give suitable room for constructing structures or laying and jointing piping.
- F. Do not plow, scrape or dig by machinery near to finished subgrade in a manner that would result in disturbance of subgrade.
- G. Excavate to lines and grades indicated in an orderly and continuous program.
- H. Establish limits of excavation to allow adequate working space for installing forms and for safety of personnel.
- I. Excavate to elevations indicated, or deeper, as required by the Engineer, to remove unacceptable subgrade material.
- J. Exercise care to preserve material below and beyond the lines of excavations.
- K. Boulders, rock fragments, and concrete less than one-half cubic yard encountered during excavation shall not be included for payment as rock.

3.13 REMOVAL OF SUBSURFACE OBSTRUCTIONS

- A. Remove indicated or approved subsurface structures and related obstructions to complete the work.
- B. Promptly notify the Engineer when any unexpected subsurface facilities are encountered during excavation such as utility lines and appurtenances, walls and foundations.

3.14 UNAUTHORIZED EXCAVATION

- A. When the bottom of any excavation is excavated beyond limits indicated or specified, backfill with crushed stone wrapped with non-woven geotextile fabric. No additional payment will be made for the excavation of backfill or unauthorized excavation.

3.15 SUBGRADE PREPARATION AND PROTECTION

- A. As required by the Engineer, over-excavate any unacceptable materials below the subgrade, and replace with compacted structural fill.
- B. Utilize excavating equipment equipped with a toothless or smooth edged, excavating bucket to expose the pipe trench subgrade to avoid disturbance of the bearing surface.
- C. Backfill the overexcavation with crushed stone and compact as previously indicated.
- D. Proof roll with a vibratory plate compactor or double drum roller (4 passes) the exposed subgrade prior to backfilling and filling operation, or placing soil-supported pipeline.

3.16 CARE AND RESTORATION OF PROPERTY

- A. Do not use or operate tractors, bulldozers, or other power-operated equipment on paved surfaces when their treads or wheels of which are so shaped as to cut or otherwise damage such surfaces. Restore surfaces damaged by the Contractor's operations to a condition at least equal to that in which they were found immediately before work commenced. Use suitable materials and methods for such restoration.

3.17 POLLUTION CONTROL

- A. During progress of work, conduct earth-moving operations and maintain work site so as to minimize the creation and dispersion of dust.
- B. Separation of Excavated Material for Reuse: Remove only existing pavement and all other surface materials, which may include concrete slabs, cobblestones, rail ties, by saw cutting that is necessary for prosecution of work.

PART 4 – COMPENSATION

Item 2210.1 - Test Pits

Item 2210.1A - Test Pits (BID ALTERNATE 1)

METHOD OF MEASUREMENT:

Measurement for payment for Test Pits will be based on the actual cubic yards of material displaced during test pit excavation as required and measured by the Engineer. Depth of

Forest Street

ADD 3

EARTH EXCAVATION,
BACKFILL, FILL, AND GRADING

02210-19

excavation will be measured to the average depth of the excavation. Irregularly deep parts of the excavation will not be used as the excavation depth. The width of the excavation will be measured to an average width across the excavation. Irregularly wide parts of the excavation will not be considered the width of the excavation. Test Pits, completed for the Contractor's convenience, not approved by the Engineer, will be at the Contractor's expense and at no additional cost to the Owner.

BASIS OF PAYMENT / INCLUSIONS:

Payment for Test Pit shall be based on the cubic yards excavated complete for this item in the proposal. Under the per cubic yard price for this item, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals required for Test Pits. The work includes, but is not limited to; saw cutting bituminous and cement concrete; excavate and backfill such materials as necessary to locate pipe, utilities and other possible obstructions as indicated on the Drawings, as required by the Owner or Engineer, or as approved by the Owner or Engineer prior to performing the test pit; temporary excavation support; furnishing and placing backfill per one of the approved methods; compaction and compaction testing; coordination with utility companies/owners; survey of existing conditions including horizontal and vertical utility alignments and reflecting the actual conditions on the Project's As-built Drawings; and construction dewatering and all work incidental thereto and all work not specifically included for payment under other items.

EXCLUSIONS:

Test Pits completed for the purpose of soil characterization shall not be paid for under this item. Pre-trenching prior to the installation of temporary support of excavation or for any other purpose shall not be paid for herein unless approved by the Owner and Engineer prior to the pre-trenching or test pitting.

Item 2210.2 - Controlled Density Fill for Backfill

Item 2210.2A - Controlled Density Fill for Backfill BID ALTERNATE 1)

METHOD OF MEASUREMENT:

Measurement for payment for Controlled Density Fill for Backfill shall be made on the basis of cubic yards placed within the trench width pay limits shown indicated elsewhere in the Construction Documents or as otherwise approved by the Engineer.

BASIS OF PAYMENT / INCLUSIONS:

Payment for Controlled Density Fill for Backfill shall be based on the cubic yards installed complete for this item in the proposal. Under the per cubic yard price for this item, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals required for Controlled Density Fill for Backfill. The work includes, but is not limited to; furnish and install controlled density fill for backfill under existing utilities, in areas of difficult compaction, and where required by the Engineer; temporary bulkheads and forms; furnishing and installing filter fabric; and material testing.

EXCLUSIONS:

Controlled Density Fill used for the abandonment of pipes and structures will not be paid for under this item.

Item 2210.3 – Structural Fill

Item 2210.3A – Structural Fill (BID ALTERNATE 1)

METHOD OF MEASUREMENT:

Measurement for payment for Structural Fill shall be made on the basis of cubic yards placed within the trench width pay limits shown indicated elsewhere in the Construction Documents or as otherwise approved by the Engineer.

BASIS OF PAYMENT / INCLUSIONS:

Payment for Structural Fill shall be based on the cubic yards installed complete for this item in the proposal. Under the per cubic yard price for this item, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals required for Structural Fill. The work includes, but is not limited to; furnish and install Structural Fill under existing utilities, in areas of difficult compaction, and where required by the Engineer; furnishing and installing filter fabric; and material testing.

Item 2210.4 – Gravel Subbase

Item 2210.4A – Gravel Subbase (BID ALTERNATE 1)

METHOD OF MEASUREMENT:

Measurement for payment for Gravel Subbase shall be made on the basis of cubic yards placed within the trench width pay limits shown indicated elsewhere in the Construction Documents or as otherwise approved by the Engineer.

BASIS OF PAYMENT / INCLUSIONS:

Payment for Gravel Subbase shall be based on the cubic yards installed complete for this item in the proposal. Under the per cubic yard price for this item, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals required for Gravel Subbase. The work includes, but is not limited to; furnish and install Gravel Subbase where there is insufficient existing roadway base material, and where required by the Engineer and material testing.

END OF SECTION 02210

Revised Sheet U-5

PLAN HOLDERS LIST

List of companies that have requested plans and specs for

Frost Street Area Sewer Separation and Surface Improvemens Project - Forest Street - As of 06/01/2011

GENERAL

Vendor Name	Address	Phone Number
A.R. Belli Inc.	271 Nevada Street Newtonville, MA 02460	(617) 332-8855x000
Albanese Bros, Inc.	28 Loon Hill Road Dracut , MA 01826-4031	978-454-8850
Albanese D & S, INC.	66 Silva Lane Dracut, Ma 01826	978-937-0909
Baltazar Contractors	83 Carmelina's Circle Ludlow, MA 01506	413-583-6160
D'Allessandro Corporation	41 Ledin Drive Avon, Ma 02322	508-559-6400
DeFelice Corporation	386 Broadway Road Dracut, MA 01826	(978) 452-6967
Fed Corp.	1039 East Street Deham, Ma 02026	1-781-329-1044
Mattuchio Construction Company Inc.	323 Commercial Street Malden, Ma 02148	(781)322-1955
Newport Construction Corporation, Attn: Noel Farah	164 Burke Street Suite 1A Nashua, NH 03060	(603) 882-1700x000
P. Caliacco Corp.	1373 Washington St Weymouth, Ma 02189	(781) 340-0400
P. Gioioso & sons, Inc.	50 Sprague Street Hyde Park, Ma 02136	(617) 364-5800x000
Revoli Construction	90 Earls Way Franklin, Ma 02038	508-520-2350
Strada Construction Company	1236 Eastern Avenue Malden, Ma 02148	(781) 322-8335x000
Wolsey Associates, LLC	P.O. Box 366 Goffstown , NH 03045	603-497-5511

GENERAL Count 14

CONSTRUCTION PUBLICATIONS

Vendor Name	Address	Phone Number
Construction Data Company	One Oakbrook Terrace Oak Brook Terrace , IL 60181	800-872-7878 x2429
Cprojects.com	30 Controls Drive Shelton, CT 06484	203-925-0444 X223
Reed Construction Data	30 Technology Parkway South Suite 500 Norcross, GA 30092	(800) 424-3996

CONSTRUCTION PUBLICATIONS Count 3

SUB SUB-BIDDER

Vendor Name	Address	Phone Number
Concrete Systems Inc.	9 Commercial Street Hudson, NH 03051	(800) 342-3374x341
Dagle Electrical Construction	P.O. Box 760982 Melrose , MA 02176	781 937 7676
E.J. Prescott Inc.	162 North Main Street Middleton, MA 01949	(978) 777-7738x000

SUB SUB-BIDDER Count 3