

2012 0541
Blanket Contract

City of Springfield Blanket Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **BLANKET CONTRACTS** during the processing period.
INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			mg	11/14/2011
Housing	<i>gpr</i>		<i>gpr</i>	11/14/11
City Comptroller	<i>[Signature]</i>	11/14/11	<i>[Signature]</i>	11/15/11
Law	<i>[Signature]</i>	11/21/11	<i>[Signature]</i>	11/21/11
CAFO	<i>[Signature]</i>	11/21/11	<i>[Signature]</i>	11/21/11
Mayor	<i>[Signature]</i>	11.21.11	<i>[Signature]</i>	11.21.11
Office of Procurement				

Vendor No.: 5380 Blanket Contract No.: 20120541 Blanket Contract Date:

Blanket Contract Amt.: \$1,343,922.00 Issue Date: Renewal Date:

Appropriation Code1:
 Appropriation Code2:
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source:

Bid No.: 12-141 Requisition No.: PO No.:

Vendor Name: ASSOCIATED BUILDING WRECKERS INC.

Blanket Contract Type:

Blanket Contract Purpose: DEMOLITION /DECONSTRUCTION VARIOUS PROPERTIES

Originating Dept.: OFFICE OF HOUSING

Expiration Date: 10/14/2012 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension



City of Springfield
Office of Procurement
36 Court Street – Room 405
Springfield, MA 01103

November 23, 2011

Associates Building Wreckers Inc.
352 Albany Street
Springfield, MA 01105

**SERVICES: DEMOLITION / DECONSTRUCTION OF VARIOUS ABANDONED PROPERTIES
THROUGHOUT THE CITY OF SPRINGFIELD**

Attached please find one (1) finalized copy of your City Contract with the City of Springfield per the above subject.

This copy is for your records.

Sincerely,

Milly Martin
Office of Procurement

Att:1

Contract No. 20120541

CONTRACT AGREEMENT

This Agreement, made this 2ND day of **November** in the year **2011** at Springfield, in the County of Hampden and Commonwealth of Massachusetts, by and between **Associated Building Wreckers Inc., a Corporation, with a principal places of business at 352 Albany Street, Springfield, Hampden County, Massachusetts, 01105, (hereinafter called the Contractor), and the City of Springfield, a municipal corporation with an address of 36 Court Street, Springfield, Hampden County, MA. 01103, acting by and through Office of Housing, with the approval of its Mayor (hereinafter called the "CITY" or "Owner")**;

WITNESSETH as follows:

ARTICLE I

The Contractor shall perform all work and provide all the apparatus, energy equipment, fuel, labor, light, materials, scaffolding, tools, transportation, insurance, utensils or things required for the construction of the **Services: Demolition / Deconstruction of Various Abandoned Properties throughout the City of Springfield.** in accordance with the Specifications titled **Services: Demolition / Deconstruction of Various Abandoned Properties throughout the City of Springfield.** dated **October 5, 2011** as prepared by **Office of Housing, Springfield, MA,** acting as and in these Contract Documents hereinafter called the Engineers . The said Specifications are hereby referred to and made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided for in said Specifications. Reference is made to all Addenda and modifications issued to execution of this Contract; the said Addenda and modifications are made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided or in said Addenda or modifications. All of the work and labor performed under this Contract shall be performed and all of the materials furnished shall be in strict conformity with the said Drawings, Specifications, Addenda, or modifications and the Contractor accepts and consents to the conditions contained in said Drawings, Specifications , Addenda, or modifications and expressly agrees to comply with every requirement and stipulation therein contained.

The term "**Contract Documents**" or "**Contract** " shall mean the following:

1. The Contract Agreement
2. The Project Manuals & Drawings
3. Addenda 1, 2, 3, 4
4. The Contractor's Bid
5. Corporate Certificates
6. The Contractor's Performance and Labor & Materials Bond
7. The Affirmative Action Plan
8. Contractor's Insurance Certificate
9. The Minority Business Enterprise Commitment
10. The Prevailing Wage Rates
11. Supplemental Equal Employment Opportunity Anti Discrimination and Affirmative Action Program
12. Responsible Employer Ordinance Requirements

In the event that any provisions in any of the Contract Documents conflict with any other provisions thereof, the provision contained in the portion of the Contract Documents first enumerated above in this paragraph will govern, except as may otherwise be specifically stated.

ARTICLE II

Contractor has familiarized himself with the nature and extent of the Contract Documents, and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performances of the Work.

Contractor has given the Engineers written notice of any conflict, error or discrepancy that he has discovered in the Contract documents and the written resolution thereof by Architects is acceptable to Contractor.

Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. The work shall be done under the general direction of the Engineers and the Consultant's decision as to the true construction and meaning of the drawings and specifications shall be final. The Architects shall furnish to the Contractor such further drawings or explanation as may be necessary to detail and illustrate the work to be done, and the Contractor shall conform to the same as part of this contract so far as they may be consistent with the original drawings and specifications referred to in Article I.

ARTICLE III

No alteration shall be made in the work shown or described by the drawings and specifications except upon a written order of the Engineers accompanied by written approval of Department of Office of Housing, and the Mayor of the City. The work shall be performed in accordance with such order, if any, and the value of work so added or omitted shall be computed by the Engineers and the amount so ascertained shall be added or deducted from the contract price. All change orders shall be executed in conformity with Section 4.12.070 of the Springfield Revised Ordinances, 1986, as amended, **and with Chapter 468 of the Acts of 2008**. Contractor has familiarized himself with the nature and extent of the Contract Documents, and Federal and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

Contractor has given Engineers written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by Engineers is acceptable to Contractor.

Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Change order requests shall be in accordance with this Article and the Special Supplementary General Conditions 7.2.3.1.

ARTICLE IV

All work and materials shall comply in every respect with state and local laws and regulations and the directions of state and city inspectors of state and city inspectors of buildings. MGL C. 149 regulates this Contract. The Contractor shall give the proper authorities all required notices relating to this work, obtain all official permits required, and pay all fees for the same. The Contractor shall comply with Section 40, regulations of OSHA. The Contractor shall comply with Section 40, Chapter 82 of the Massachusetts General Laws, which requires contractors to notify public utility companies in writing at least forty eight (48) hours (excluding Saturdays, Sundays and legal holidays) before excavating in any public way.

ARTICLE V

The Owner shall have power to require the Contractor immediately to dismiss any workman, watchman, or other servant of the contractor, who shall in the Owner's opinion be incompetent, disorderly or otherwise unsatisfactory, and the Contractor shall forthwith comply with such requirement.

ARTICLE VI

The Contractor shall not employ any subcontractor for the execution of the same, or any part thereof, without the previous written consent of the Owner, and shall neither assign nor underlet this contract, nor assign, either legally or equitably, any of the monies payable hereunder, or any claims thereto, unless with the previous consent of the City expressed in writing signed in its name by Office of Housing and Neighborhood Services and the Mayor.

ARTICLE VII

A competent foreman shall always be kept upon the premises, to whom all notices and orders may be delivered, and who shall superintend the workmen in the foreman's respective department. A foreman shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order and marked to record all changes made during construction. All of these shall be made available to the Engineers and shall be delivered to the Chief Procurement Officer upon completion of the work.

ARTICLE VIII

The Contractor hereby agrees to and shall at all times defend, indemnify and hold the City and its officers, agents and employees, wholly harmless from any and all losses, cost, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death, and other liabilities of whatever kind or nature, caused by, resulting from, incident to, connected with, or arising directly or indirectly out of the negligent or willful act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable whether or not caused in part by any act or neglect on the part of the City, its officers, employees, agents or servants, or others, including parties indemnified hereunder. This indemnity shall survive termination of the contract.

ARTICLE IX

The Contractor shall provide sufficient safe and proper facilities at all times for the inspection of the work by the Owner and the Architects or their authorized representatives, and shall, within twenty four (24) hours after receiving written notice from the Architects to that effect, proceed to remove from the grounds or buildings all materials condemned by him whether worked or unworked, and to take down all portions of the work which shall be, by written notice, condemned as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall complete such removal or raking down within such reasonable time as may be specified in such notice. In case the Contractor fails to comply with any such notice the City may do the work therein specified and charge the cost thereof to the account of the Contractor.

ARTICLE X

If the Contractor shall at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architects the City may, after three (3) days written notice given to the Contractor by the Engineers, provide any such labor or materials, and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract. If the Engineers shall certify that such refusal, neglect or failure is sufficient ground for such action, or if the Contractor shall be adjudged a bankrupt, or if he shall make a general assignment for the benefit of the contractor's creditors, or if a receiver shall be appointed to take charge of the Contractor's property, the City may terminate the employment of the Contractor for the said work and enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon. The City may employ any other person or persons to finish the work, and may provide the materials thereof, and in case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this contract until the expiration of sixty five (65) days after said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the City in finishing the work, such excess shall be paid by the City to the Contractor. If the expense incurred by the City shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Engineers, whose certificate thereof shall be conclusive on the parties hereto.

ARTICLE XI

The Contractor shall achieve Substantial Completion of the whole of the work comprehended in this contract by the time or times stated, to wit:

(ESTIMATED COMPLETION DATE: OCTOBER 14, 2012)

(WITH OPTION TO RENEW FOR TWO (2) ONE YEAR EXTENSIONS AT THE DISCRETION OF THE CITY OF SPRINGFIELD)

The Contractor will commence the work required within Five (5) calendar days from the date of the NOTICE TO PROCEED, or Contract signing by Mayor, whichever first. The calendar days shall be consecutive. Payment by the Contractor of Two Hundred & Fifty Dollars and 00/100 (\$250.00) for each and every calendar day the Contract extends beyond the stipulated time, as liquidated damages, is hereby agreed to. The Owner may, at its discretion and in writing, extend the time for completion of the work.

The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterrupted and at such rate of progress as will insure full completion thereof within the Contract time stated above, it is expressly understood and agreed, by and between Contractor and Owner, that the Contract time is reasonable for the completion of the Work.

The Contractor further agrees that within **THIRTY (30) days** of Substantial Completion, the project shall achieve Final Completion and Acceptance by Owner, or be subject to liquidated damages as described above.

ARTICLE XII

Should the Contractor be obstructed or delayed in the prosecution or completion of the work by the

act, delay or default of the City, or of any other Contractor employed by the City upon the work, or by any damage which may happen by fire, lightning, earthquake, or cyclone, severe winter weather freezing conditions (as determined by the Engineers and approved by the City) or the abandonment of the work by the employees through no default of the Contractor, then the time herein fixed for the completion of the work may be extended for such period as the Engineers shall determine and certify in writing to the Contractor and to the City to be equivalent to the time lost by reason of any or all of the causes aforesaid. No such allowance shall be made unless a claim therefore is presented in writing to the Engineers and to the City within twenty four (24) hours of the occurrence of such delay, and in no event shall the Contractor have any claim against the City for damages on account of any such delay in the completion of the work.

ARTICLE XIII

All materials used shall be of the best quality of their respective kinds, and all the work performed shall be executed in the most skillful and workmanlike manner, and both materials used and work performed shall be in every respect to the entire and complete satisfaction of the Engineers.

ARTICLE XIV

The Contractor at all times shall keep the construction site free from accumulation of waste materials or rubbish caused by the Contractor's operation. The Contractor shall provide temporary barriers, warning lights and other implements in order to protect areas not requiring construction work. The Contractor shall, upon the completion of said work, remove all the scaffolding, fencing, rubbish, tools, construction equipment, machinery and surplus materials then remaining in or about the said construction site and shall leave the construction site in a perfect and proper condition.

ARTICLE XV

The maximum sum to be paid by the city to the Contractor for said work and materials shall be:

**ONE MILLION AND THREE HUNDRED AND FORTY THREE THOUSAND AND NINE
HUNDRED AND TWENTY TWO DOLLARS AND 00/100 (\$1,343,922.00)**

Said payment shall be subject to the provisions of Massachusetts General Laws chapter 30, section 39K as follows: within fifteen (15) days ... after receipt from the contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Awarding Authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, less:

1. A retention based on its estimate of the fair value of its claims against the contractor, and less
2. A retention for direct payment to subcontractor based on demands for same accordance with the provisions of section thirty nine F, Chapter 30; and less
3. A retention not exceeding five (5%) percent of the approved amount of the periodic payment.

After the receipt of a periodic estimate requesting final payment and within sixty five (65) days after (a) the Contractor fully completes the work or substantially completes the work so the value of the work remaining to be done is, in the estimate of the Awarding Authority, less than one (1%) percent of the original price, (b) the Contractor substantially completes the work and the Awarding Authority

takes possession for occupancy, whichever occurs first, the Awarding Authority shall pay the Contractor the entire balance due on the contract, less:

1. A retention based on its estimate of the fair value of its claims against the Contractor and the cost of completing the incomplete and unsatisfactory items of work; and less
2. A retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty nine F or based on the record of payments by the contractor to the subcontractors under this contract of such record if payment indicates that the contractor has not paid subcontractors as provided thirty nine F.

If the Awarding Authority fails to make payments as herein provided there shall be added to each such payment daily interest at the rate of three (3%) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due in any event, on the amount due on a periodic estimate for final payment until fifteen (15) days (twenty four (24) days in the case of the Commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor. The Awarding Authority may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made as provided herein; provided, that the Awarding Authority may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and in that event the date of receipt of such periodic estimate shall be the date of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working date thereafter. The provisions of section thirty-nine G. shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair, or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the Awarding Authority or to its designee as set forth in writing to the Contractor, and the date of receipt by the Awarding Authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed sub trade and a column listing the amount paid to each filed subcontractor as of the date the periodic estimate is filed. The person making payment for the Awarding Authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate. A certificate of the Engineers to the effect that the Contractor has fully or substantially completed the work shall, subject to the provisions of section 39 J. be conclusive for the purpose of this section.

ARTICLE XVI (Section 39F, C. 30 M.G.L.)

- A. Forthwith after the General Contractor receives payment on account of a periodic estimate, the General Contractor shall pay to each Subcontractor the amount paid for the labor performed and materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.
- B. Not later than the sixty fifth (65) day after each Sub-Contractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the Sub-Contractor less amounts retained by the awarding authority as the estimated cost of

completing the incomplete and unsatisfactory items of work shall be due the Sub-Contractor; and the Awarding Authority shall pay that amount to the general Contractor. The General contractor shall forthwith pay to the Sub-Contractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Sub-Contractor by the General Contractor.

- C. Each payment made by the Awarding Authority to the General Contractor pursuant to subparagraphs A. and B. of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the General Contractor to make such payment to each Subcontractor. If the Awarding Authority has received a demand for direct payment from a Sub-Contractor for any amount which has already been included in a payment to the General Contractor for payment to the Sub-Contractor as provided in subparagraphs (a) and (b), the Awarding Authority shall act upon the demand as provided in this Section.
- D. If, within seventy (70) days after the Sub-Contractor has substantially completed the subcontract work, the Sub-contractor has not received from the General Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the Sub-Contractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the General Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth (70) day after the Sub-Contractor has substantially completed the subcontract work. Within (10) days after the Sub-Contractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the General Contractor, the General Contractor may reply to the demand. The reply shall be sworn statement delivered or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Sub-Contractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount for extra labor and materials to the General Contractor and of the amount due for each claim by the General Contractor and of the amount due for each claim made by the General Contractor against the Sub-Contractor.
- E. Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth (70) day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the sub-contractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (1) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work; (2) specified in any court proceedings barring such payment; or (3) disputed by the General Contractor in the sworn reply; provided that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by paragraph.D. above. The Awarding Authority shall make further direct payments to the Sub-Contractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (1) and (2) of this subparagraph.
- F. The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (3) of subparagraph E. above in an interest-bearing joint account in the

names of the General Contractor and the Sub-Contractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the General Contractor and the Sub-Contractor and shall notify the General Contractor and the Sub-Contractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the General Contractor and the Sub-Contractor or as determined by decree of a court of competent jurisdiction.

- G. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account in a bank pursuant to subparagraph F shall be made out of accounts payable to the General Contractor at the time of receipt of a demand for direct payment from a Sub-Contractor and out of amounts which later become payable to the General Contractor and in the order of receipt of such demands from Sub-Contractors. All direct payments shall discharge the obligation of the Awarding Authority to the General Contractor to the extent of such payment.
- H. The Awarding Authority shall deduct from payments to a General Contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph F, are sufficient to satisfy all unpaid balances of demands for direct payments, and the Sub-Contractor shall have a right in such deductions prior to any claims against such amount by creditors of the General Contractor.
- I. If the Sub-Contractor does not receive payment as provided in subparagraph A or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Sub-Contractor and the Sub-Contractor does not receive payment for same when due less the deductions provided for in subparagraph A, the Sub-Contractor may demand direct payment by following the procedure in subparagraph D, and the General Contractor may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the Sub-Contractor performed or furnished the labor and materials for which the Sub-Contractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter the awarding Authority shall proceed as provided in subparagraphs E, F, G, and H.

ARTICLE XVII (Section 39N, C. 30 M.G.L.)

If during the progress of the work, the contractor or the Awarding Authority discovers that the actual sub surface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the Contractor or the Contracting Authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions.

A request for such an adjustment shall be in writing and shall be delivered by the party making such claims to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor or upon its own initiative, the Contracting Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicate in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Contracting Authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

ARTICLE XVIII (Section 39O, C. 30 M.G.L.)

- A. The Awarding Authority may order the General Contractor in writing to suspend, delay, or

interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay or interruption for fifteen (15) days or more due to a failure of the Awarding Authority to act within the time specified in this contract the Awarding Authority shall make an adjustment in this contract price for any increase in the cost of performance of this contract but shall not include any profit to General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

- B. The General Contractor must submit the amount of a claim under provisions (A) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event not later than the date of final payment under this contract and except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

ARTICLE XIX

No certificate given or payment made under this contract, except the final certificate or final payment, shall be evidence of the performance of this contract, either wholly or in part, or be construed as a waiver of the right of the City either to reject any defective work or material or to require the fulfillment of any of the terms of the contract; and such final certificate or final payment shall not prevent a recovery by the City.

ARTICLE XX

The Contractor shall pay to the City all expenses, losses and damages incurred in consequence of any defect, omission or mistake of the Contractor or the Contractor's Sub-Contractors or the Contractor's employees; and any defects which may appear within twelve (12) months from the completion of the contract due to defective or improper materials or workmanship, shall upon request in writing, be immediately remedied and made good by the Contractor at the Contractor's own costs; and in case of default, the City may recover the cost of making good the same from the Contractor and from the sureties on the bond given to secure the performance of this contract. If the Contractor in the performance of said contract shall either depart from the original plans or substitute any other materials for a material named in the original specifications, by whomsoever the Contract may have been directed to make such departure or substitution the Contractor shall be responsible for any damage resulting therefrom to the City and shall reimburse the City thereof.

ARTICLE XXI

The Contractor further covenants and agrees to hold and save the City, its officers, agents, servants and employees, harmless from and against all demands of any kind for or on account of the use of any patents invention article or appliance included in materials furnished or employed under this contract.

ARTICLE XXII

The Contractor shall comply and the Contractor shall require each of the Contractor's Sub-Contractors employed in the completion of the Project to comply with all applicable Federal, State, Territorial, and Local laws. The Contractor certifies that the work will be carried out in accordance with Chapter 149 of the Massachusetts General Laws. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal

Revenue code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

ARTICLE XXIII

The goals for minority business enterprise (MBE) and women's business enterprise (WBE) participation for this contract is a cumulative goal of twenty per cent (20%) of MBE/WBE participation on the basis of the total dollars paid, minority/ women workforce, or a combination of these, as described in the MBE/WBE Enterprise Program bid documents. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority and women owned business, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the City of Springfield. The Contractor shall require similar reports from its Sub-Contractors. The Contractor agrees to make a good faith best effort to provide opportunities to eligible, bonafide minority and women owned and controlled businesses, as described in the "City of Springfield Minority and Women Business Enterprise Program" attached to this contract and incorporated herein by reference.

The term "a minority business enterprise" means a business at least fifty (50%) percent of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one (51%) percent of the stock which is owned by minority group members. For the purpose of the preceding sentence, "minority business group members" are citizens of the United States who are Black, Hispanic, Asian, American Indian, Alaskan Native, Cape Verdean, Eskimos and Aleuts.

ARTICLE XXIV

In the employment of mechanics, teamsters and laborers in the construction, addition to and alteration of said work preference shall be given (1) to citizens of said City who are veterans as defined in clause forty three of section seven of chapter four, M.G.L., and who are qualified to perform the work to which employment relates; (2) to citizens of said City in general; (3) to citizens of the Commonwealth who are veterans aforesaid in the Armed Forces of the United States and have been discharged or released and are qualified, as aforesaid; (4) to citizens of the Commonwealth generally; and (5) if they cannot be obtained in sufficient numbers then to citizens of the United States.

ARTICLE XXV

The rate per hour of wages to said mechanics and apprentices, teamsters, chauffeurs and laborers employed in the construction addition to or alteration of said work shall not be less than the rate or rates of wages to be determined by the Commissioner of Labor and industries as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal services of the City; provided, further that if in the City a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided, further, that if no such rate or rates have been so established in the City, the wages paid to mechanics and apprentices, teamsters, chauffeurs and laborers on said work, shall not be less than the prevailing wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry in the City. This article and Article XXIV herein, are intended to be in compliance with Chapter 149, Section 26, of the General Laws and any acts in amendments thereof or in addition thereto.

ARTICLE XXVI

A schedule of rates or rates of wages obtained from the Commissioner of Labor and Industries

pursuant to a list submitted to the Commission of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed in connection with said work, is attached hereto and made a part hereof; and it is agreed that said schedule shall be the minimum rate or rates of wages for said employees during the life of the contract. The Contractor shall cause a legible copy of said schedule to be kept posted in a conspicuous place at the site of said works during the life of the contract. This article is intended to be in compliance with Chapter 149, Section 27, of the General Laws and any acts in amendment thereof or in addition thereto.

ARTICLE XXVII

It is agreed that wages paid to reserve police officers in connection with said work shall be at the prevailing rate of wage paid to regular officers in the City. This article is intended to be in compliance with Chapter 149, Section 34B, of the General Laws and acts in amendment thereof or addition thereto.

ARTICLE XXVIII

In case of any dispute as to wages arising under the preceding sections, the Commissioner of Labor and Industries shall investigate and decide what rate of wages in accordance with the preceding sections, shall be paid.

ARTICLE XXIX

The Contractor shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said works, showing the name, address, and occupational classification of each such employee, and shall furnish copies of same in required form and manner to the Commissioner of Labor and Industries and/or the City upon request. The Contractor shall preserve its payroll records for a period of six (6) years from the date of completion of the contract. The Contractor shall furnish to the Commissioner of Labor and Industries within fifteen (15) days after the completion of its portion of the work (as any Sub-Contractor shall within fifteen (15) days after the completion of its portion of the work) a Statement of Compliance, in the form set forth in Chapter 149, Section 27B of the General Laws and any acts in amendment thereof or in addition thereto.

ARTICLE XXX

No laborer, workman, or mechanic, foreman or inspector working within the Commonwealth, in the employ of the Contractor, Sub Contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, except in cases of emergency, or in case any town subject to section thirty one is a party to such a contract, more than eight (8) hours in any one (1) day, except as aforesaid. This article is intended to be in compliance with Chapter 149, Section 34, of the General Laws and acts in amendment thereof or in addition thereto.

ARTICLE XXXI

No Architects or teamster working within the Commonwealth in the employ of the Contractor, Sub-Contractor or other person doing or contracting to do the whole or part of the work contemplated by this contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, except in cases of emergency, or in case any town subject to Section thirty-one is a party to such a contract, more than eight (8) hours in any one day, except as aforesaid.

ARTICLE XXXII

The Contractor shall not, nor shall the Contractor's agents or employees, directly or indirectly require, as a condition of employment in the work provided for by this contract, that any employee shall lodge, board or trade at a particular place or with a particular person. Every employee in public works shall lodge, board and trade where and with whom he (or she) elects; and no person or his agents or employees under contract with the Commonwealth, or county, city or town or with a department, board, commission or officer acting therefore, for the doing of public works shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person.

ARTICLE XXXIII

The Contractor shall procure such policies of insurance as will protect him and the City against claims under the Workmen's Compensation Acts and any other claims for damages for personal injury, including death, which may arise from operation under this contract. Certificates of such insurance, naming the City as a co-insured shall be filed with the City and affixed to this contract, and shall be subject to the approval of the Engineers and the City for adequacy or protection. The Contractor shall, before commencing performance of the contract, at the Contractor's own expense, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty two of the General Laws to all persons to be employed under the contract, and the contractor shall continue at the Contractor's own expense, such insurance in full force and effect during term of the contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen (15) days prior to the intended Notice of Cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested shall be sufficient notice. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of the contractor.

ARTICLE XXXIV

The Contractor shall within five (5) days of Notice of Award furnish the City with a Performance Bond in an amount equal to one hundred percent (100%) of the Contract sum as security for the faithful performance of this Contract and also a Labor & Materials Payment Bond in an amount equal to one hundred percent (100%) of the Contract sum as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The said Performance and Labor and Materials bonds shall be affixed to this contract at its execution and have surety or sureties which are licensed to do business in the Commonwealth of Massachusetts approved by the **Law Department** and **Mayor** of the City.

ARTICLE XXXV

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination

clause.

2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with Sub-Contractor or vendor as a result of such direction by the Department, the contract may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE XXXVI

The City shall have the right to terminate the Contract in whole or in part if:

- A. any representative made by the Contractor to the City in connection with the Contract Documents shall be incorrect or incomplete in any material respect.
- B. The Contractor fails to comply with the essential conditions of this agreement, that it shall diligently pursue the development of this project. It is expressly understood and agreed that the Contractor shall notify both the Engineers and the City in the event delays occur which delays affect the start of on-site labor or accomplishment of the project. Time is of the essence of the completion of this project.
- C. The intent and purpose of the Project is changed substantially so as to significantly affect the accomplishment of the Project as intended.

- D. The Contractor has violated commitments made by it in its proposal and supporting documents or has violated any of the terms of conditions of this Agreement.
- E. Any official, employee, Engineers attorney, Engineer or inspector of or for the City or any State or local official or representative, becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction for the Project, or in the furnishings of any service to or in connection with the Project, or in any benefit arising therefrom.
- F. The Contractor fails to report immediately to the City any change of authorized representative(s) acting in lieu of or on behalf of the Contractor.
- G. The Contractor fails to fulfill its bonafide minority and women business enterprise commitments outlined in Contract Documents.

Should the City elect to terminate the Contract under clauses A, B, D, or G, the Contractor shall forthwith repay to the City all money received by it under the Contract. The City reserves the right to suspend the Contract and withhold further payment, or prohibit the Contractor from incurring additional obligations pending corrective action by the Contractor or a decision by the City to terminate the Contract unless the Project is completed to the satisfaction of the City.

ARTICLE XXXVII

The Contractor shall establish, maintain and preserve and the Contractor shall require each of its Sub-Contractors to establish, maintain and preserve property management, project performance, financial management, payrolls and reporting documents and systems, and such other books, records and other data pertinent to the Project as the City may require. All such records shall be retained for a period of six (6) years following receipt of final payment. The Contractor shall render and shall require each of its Sub Contractors to render to the City or any authorized representative of the City the right to inspect and monitor all work, materials, payrolls, record and personnel, invoices and other relevant data and records pertaining to the development and construction of the Project. The Contractor shall give the City access to and the right to examine all records, books, papers or documents related to the Project for the entire time period beginning with Project commencement and ending six (6) years after final acceptance and final payment. The Contractor shall provide such information on this Project as is required by the City

ARTICLE XXXVIII

The Contractor shall furnish and install all "weather protection" materials in accordance with M.G.L. c149, s44G, Chapter 497 of the Acts of 1970.

- A. **"Weather Protection"** shall mean the temporary protection of that work adversely affected provide adequate working areas during the months of November through March as determined by the Awarding Authority and be consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations.
- B. Standards for such protection shall be established by the Deputy Commissioner of Planning and Operations in the Executive Office for Administration and Finance.
- C. Responsibility for Weather Protection
 - 1. The entire responsibility for weather protection during construction until Substantial

Completion, shall be assumed by the Contractor, who shall be liable for any damage to any work caused by the Contractor's failure to supply proper weather protection and proper ventilation as required.

2. Any work damaged by frost shall be removed and replaced by the Contractor at the Contractor's own expense and as directed by the Engineers .
3. It is to be specifically understood that the Contractor shall do no work at any time or under any conditions that he or she deems unsuitable to the perfect execution of the Work. This provision shall not be interpreted as constituting any waiver, release or lessening of the Contractor's obligation to bring the Work to Substantial Completion with the period of time set forth in the Agreement.

ARTICLE XXXIX

1. The words defined herein shall have the meaning stated below whenever they appear in this section:

- A. **"Contractor"** means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to section thirty-nine M of chapter 30, Sections forty-four A through H inclusive of chapter one hundred and forty-nine
- B. **"Contract"** means any contract awarded or executed pursuant to section thirty-nine M of chapter thirty, or sections forty-four A through H, inclusive, of chapter one hundred and forty-nine.
- C. **"Records"** means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers, and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- D. **"Independent Certified Public Accountant "** means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of the accountant's residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filling of reports with the Awarding Authority.
- E. **"Audit"**, when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- F. **"Accountant's Report"**, when used in regard to financial statements, means a document in which an independent certified accountant indicates the scope of the audit which said accountant has made and sets forth said accountant's opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed, the reason therefore shall be stated. An accountant's report shall include as part thereof a signed statement by the responsible

corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

G. **"Management"**, when used herein, means the chief executive officers, partners, principal or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

H. **"Accounting terms"**, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

2. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

A. Until the expiration of six (6) years after final payment, the Awarding Authority, the Office of the Inspector General and the Deputy Commissioner of Capital Asset Management shall have the right to examine any books, documents, papers or records of the Contractor or his or her Subcontractor that directly pertain to, and involve transactions relating to the Contractor or his or her Subcontractor, and

B. If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording or recording transactions which materially affect any statements filed with the Awarding Authority, including in the Contractor's description the date of the change and reasons thereof, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and

C. If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth below prior to the execution of the contract, and

D. If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audit financial statement for the most recent completed fiscal year as set forth below.

E. The Contractor shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

1. transactions are executed in accordance with management's general and specific authorization,

2. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets,

3. access to assets is permitted only in accordance with management's general or specific authorization; and

4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

3. The Contractor shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that said accountant has examined

the statement of management on internal accounting controls, and expressing an opinion as to:

- A. Whether the representations of management in response to these paragraphs are consistent with the result of management's evaluation of the system of internal accounting controls; and
- B. Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

The Contractor shall annually file with the Awarding Authority during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

The Office of Inspector General, the Deputy Commissioner of Capital Planning and Operations and the Awarding Authority shall enforce the provisions of this section. The Deputy Commissioner of Capital Planning and Operations may after providing an opportunity for the Inspector General and other interested parties to comment, promulgate pursuant to the provisions of the chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to the authorities. The contractor's failure to satisfy any of the requirements of this section may be grounds for disqualification pursuant to section forty-four C of chapter one hundred and forty-nine.

ARTICLE XL

The Contractor shall not employ any alien in the United States in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to the immigration, exclusion, deportation, or expulsion of aliens.

ARTICLE XLI

The Contractor and its Sub-Contractors shall use raw material mined or produced in the United States and from United States Manufacturers substantially made from materials mined, produced or manufactured in the United States.

ARTICLE XLII

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

ARTICLE XLIII

The Contractor shall give special consideration, consistent with existing applicable collective bargaining agreements and practices to the employment on the Project of qualified disabled veterans defined in 38 USC 2011 (1), and to qualified Vietnam era veterans defined in 38 USC 2011 (2) (A).

ARTICLE XLIV

The laws of the Commonwealth of Massachusetts shall govern this agreement, unless otherwise specified. Any action, whether at law or equity, shall be brought only in the Superior Court of

Hampden County, or the Federal District Court for the district of Massachusetts, sitting in Springfield.

IN WITNESS WHEREOF the City of Springfield has caused these presents to be signed in its name and behalf, by its Office of Housing , with the approval of its **Mayor** and the said Contractor has caused these presents to be signed in the contractor's named and behalf by

its
hereto duly authorized the day and year the same is signed by all necessary parties, on the latest date noted below.

CONTRACTOR

BY: [Signature] ^{President}
ASSOCIATED BUILDING WRECKERS INC.

CITY OF SPRINGFIELD

BY: [Signature]
OFFICE OF PROCUREMENT

^{U/A}
APPROVED AS TO APPROPRIATION
PURSUANT TO M.G.L. c. 44, s31C

BY: [Signature] ^{11/25/11}
COMPTROLLER, ^{Deputy}

APPROVED:

BY: [Signature]
OFFICE OF HOUSING

[Signature] ^{11/21/11}
CHIEF ADMINISTRATIVE AND FINANCIAL OFFICER

APPROVED AS TO FORM

BY: [Signature]
LAW DEPARTMENT

REVIEWED AND APPROVED:

[Signature]
MAYOR

This 2nd day of Nov, 2011

PERFORMANCE/PAYMENT BOND
BID NO. 12- 141 C # 20120541 OOP'12 V 5380

KNOW ALL MEN BY THESE PRESENTS THAT **ASSOCIATED BUILDING WRECKERS INC.**
352 ALBANY STREET, SPRINGFIELD, HAMPDEN COUNTY,

MASSACHUSETTS, 01105. Hereinafter called the PRINCIPAL, as Principal and International Fidelity Insurance Company a corporation duly established by law and having a usual place of business in (NJ) Essex County, hereinafter called the SURETY, as Surety, which is authorized to do a surety, guaranty and indemnity business in the Commonwealth of Massachusetts, and has complied with all the requirements of law for the transaction of such a business in said Commonwealth, are holden and stand firmly bound unto the City of Springfield, a corporation duly established by law in the County of Hampden, in said Commonwealth, hereinafter called the OBLIGEE, in the sum of:

\$1,343,922.00 (ONE MILLION AND THREE HUNDRED AND FORTY - THREE THOUSAND AND NINE HUNDRED AND TWENTY TWO DOLLARS AND 00/ CENTS)

to the payment of which to the said City of Springfield, or its successors or assigns, we hereby jointly and severally bind ourselves, our successors and assigns.

THE CONDITION of this obligation is such _____ that, **WHEREAS** the said Principal has entered into a written contract with the said City of Springfield November 2, 2011.
Services: Demolition/Deconstruction of Various Abandoned Properties Throughout the City of **\$1,343,922.00** (ONE MILLION AND THREE HUNDRED AND FORTY - THREE THOUSAND AND NINE HUNDRED AND TWENTY TWO DOLLARS AND 00/ CENTS)

Springfield, MA

NOW THEREFORE, if the said Principal shall truly and faithfully perform and do all the things which the said Principal agrees, promises and covenants in said contract to do and perform at the times and in the manner in said contract set forth; and if said Principal and said Surety shall jointly or severally indemnify the obligee against any loss or damage directly or indirectly arising by reason of the failure of the Principal to faithfully perform said contract at the time and in the manner aforesaid, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said Principal, has caused these presents to be signed and its official seal hereto affixed in triplicate by _____ its _____ thereunto duly authorized and the said Surety, has caused these presents to be signed and its official seal hereto affixed in triplicate by its attorney-in-fact
In witness we hereunto set our hands and seal this 4th day of November 2011

PRINCIPAL: ASSOCIATED BUILDING WRECKERS INC.

BY: [Signature]
ITS: President

CORPORATE SEAL

(Affix)
(Seal)
(Here)

Approved as to Form:

[Signature]
ASSOCIATE CITY SOLICITOR
Asso

SURETY: International Fidelity Insurance Company
BY: [Signature]
ITS: Attorney-in-Fact

CORPORATE SEAL

(Affix)
(Seal)
(Here)

Approved By:

[Signature]
DOMENIC J. SARNO, MAYOR

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

MICHAEL F. METAYER, LISA KURTZ

Avon, CT.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of November 2011

Assistant Secretary

BID NO. 12-141 OOP'12 C # 20120541 V 5380

CORPORATE CERTIFICATE

I, Virginia St. Onge, a resident of Westfield
in the State of Massachusetts, DO HEREBY CERTIFY: that I am the
Clerk / Secretary of ASSOCIATED BUILDING WRECKERS INC..

a Corporation duly organized and existing under and by virtue of the laws of the State of

Massachusetts and that I have custody of the records of such

Corporation; and that as of the date herein after below recited Andrew Minkin *
(Officer)

is the President of such Corporation and is duly authorized
(Title)

to execute and deliver in the name and on behalf of the Corporation the following:

**SERVICES: DEMOLITION / DECONSTRUCTION OF VARIOUS ABANDONED PROPERTIES
THROUGHOUT THE CITY OF SPRINGFIELD**

Witness WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

of such Corporation this 09th day of November, 2011

(Affix)
(Seal)
(Here)

** Virginia St. Onge
Clerk / Secretary

* THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS
TO SIGN CONTRACTS

** SINCE AN OFFICER CANNOT CERTIFY HIMSELF, THIS MUST BE SIGNED BY
SOMEONE OTHER THAN THE ONE SIGNING THE CONTRACT

Invitation To Bid
Demolition/Deconstruction Price Agreement Contract
City of Springfield, Massachusetts

BC 20120541

POPP

V5380

\$ 1,343,922.00

BID FORM

**DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT
(OCTOBER 15, 2011 – OCTOBER 14, 2012)**

Bid No. 12-141 Opening Date: October 5, 2011

- A. The undersigned proposes to furnish all labor and materials required for the demolition or deconstruction of various properties located in Springfield, Massachusetts, in accordance with the accompanying specifications prepared by the City of Springfield Office of Housing for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. The Contract shall be a Unit Price Agreement with a "Not-To-Exceed Fixed Amount" of Three Million Dollars (\$3,000,000.00) for the calendar period between October 15, 2011 and October 14, 2012. The Contract shall be awarded for a one year period and may include two (2) one-year (\$3,000,000.00) extensions at the discretion of the City of Springfield. The City of Springfield reserves the right, prior to the contract award, to determine the length of the initial contract term and option for renew, if any.
- C. The Contract may be assigned to one and/or multiple bidders at the sole discretion of the City of Springfield.
- D. This bid included addenda numbered 01, 02, 03, 04.
- E. Information and Guidance for Cost Proposal/Unit Price:

- Unit Prices shall be provided by the Contractor as a means of compensation for work performed and shall be based upon the requirements outlined by this IFB as well as the description of work and proposed quantity to be performed under the Contract.
- Costs for each Unit Price shall include all labor, materials, indirect/direct costs, overhead, profit, disposal fees, permits and other incidental costs associated with performance of the work.
- Proposed Quantity – refers to the number of items affected by each task that are included in the determination of the Total Cost.
- Bidders shall multiply the Estimated Quantity by their proposed Unit Price to obtain the Total Cost for each Task item. All Task items shall then be added together to achieve the Total Aggregate Cost for the bid.
- The Contract will be awarded based upon the lowest Total Aggregate Cost.
- For estimating purposes, Bidders shall consider the following description as a typical site to be demolished and deconstructed under the Contract:

Average Lot Size = 8,500 square feet
Average Building Size (Square Footage) = 3,200 SF
Average Building Size (Cubic Yard) = 1,185 CY
Typical Construction (concrete foundation, wood framing, brick walls, shingled roofs)
Adjacent out buildings (shed, garage)
Site Access – Very limited due to adjacent buildings

- Within five (5) business days prior to authorization to proceed on any building demolition, the Contractor shall meet with a representative from the City of Springfield Office of Housing to outline the limits of work and discuss specific requirements.
- Verification of the quantities of materials to be demolished and disposed of for payment will be agreed upon between the City of Springfield and the Contractor.
- Work shall commence within three (3) business days upon authorization to proceed on a specific site, or unless otherwise directed by the City of Springfield.

Invitation To Bid
Demolition/Deconstruction Price Agreement Contract
City of Springfield, Massachusetts

- F. The undersigned as bidder declares that the only persons or parties interested in this proposal as principles are those named therein; that this proposal is made with out collusion with any other firm; that the undersigned has carefully examined the proposed form of contract and the plans and specifications therein referred to; and the undersigned proposes and agrees if this proposal is accepted that he will contract with the awarding authority to provide all necessary machinery, tools, apparatus and other means of construction to do all work and furnish all materials specified in the contract in the manner and time therein described and according to the City's requirements therein set forth.
- G. The undersigned agrees that if he is selected as General Contractor, that within five days, Saturdays, Sundays and legal holidays, excluded, after presentation thereof by Awarding Authority, execute a Contract in accordance with the terms of this bid and furnish a Performance Bond and also a Labor & Materials or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of 100% of the contract price, the premiums for which are to be paid by the General Contractor and are included in the contract price.
- H. The undersigned hereby certified that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations applicable to the awards made subject to section forty-four A.
- I. Emergency Demolition:
- The undersigned agrees that they will respond via phone and/or on-site meeting to all Emergency Demolition requests within sixty (60) minutes of receipt of phone notification from the Building Commissioner and/or his designee.
 - The undersigned agrees full site mobilization of equipment and personnel will occur within ninety (90) minutes or less of receipt of phone notification from the Building Commissioner and/or his designee.
 - The undersigned agrees that the Building Commissioner and/or his designee will determine the equipment and labor requirements and quantities for each emergency demolition. These quantities will be agreed upon prior to full site mobilization. Final determination of emergency equipment and/or labor needs will be at the sole discretion of the Building Commissioner and/or his designee. Only equipment and/or labor time requested by the Building Commissioner and/or his designee will be reimbursed by the City.
 - The undersigned bidder agrees to provide an emergency contact that will be available 24 hours a day and 7 days a week to coordinate mobilization of emergency demolitions sites.
 - The undersigned agrees that if their business headquarters is located further than sixty (60) miles outside of the City of Springfield boundaries, in order to be considered a "responsible bidder" they must include within this bid an emergency response plan for how they intend to be available to mobilize equipment and personnel in the event of an emergency demolition situation.
 - *The undersigned agrees that failure to respond to emergency demolitions in a timely manner, as specified above, will be grounds for immediate termination of this contract.*
- J. The undersigned further certifies under the penalties of perjury that this bid in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection, the "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- K. The undersigned certified under penalties 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 29, or any other applicable debarment provisions of any other chapter of the General laws or any rule or regulations promulgated there under.

Invitation To Bid
Demolition/Deconstruction Price Agreement Contract
City of Springfield, Massachusetts

Date: 10 / 12 / 2011

Associated Building Wrackers Inc. / Andrew Mirkin, President
(Name of General Bidder & Title)

352 Albany Street
(Business Address)

Springfield (City) MA (State) 01105 (Zip Code)

(413) 732 - 3179
(Business Phone)

(413) 734 - 6224
(Fax)

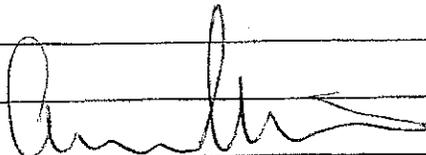
EMERGENCY DEMOLITION

Emergency Contact Person: ANDREW MIRKIN, President
(Name of Emergency Contact & Title)

(413) 427 - 1251
(Emergency Contact Number)

If General Bidder is located further than sixty (60) miles from the City of Springfield, bidder is required to detail an "Emergency Response Plan" for how they will fully mobilize necessary employees and equipment to designated sites within ninety (90) minutes of receiving phone notification from the Building Commissioner:

N/A

By:  - President
Andrew Mirkin (Signature of Person Signing Bid & Title)

- If a corporation, it must be signed and sealed by a duly authorized officer.
- If a partnership, so state, and give names and residential addresses of all partners.
- If an individual, so state, and give residential address if different from business address and sign.

LIST OF UNIT PRICE
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT
(REVISED OCTOBER 2011)

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
TASK 1 - MOBILIZATION/DEMOBILIZATION					
1A	Site Mobilization	Mobilize equipment, labor and supplies to site; Retain required permits; Perform utility disconnects (water, sewer, electric, gas)	40 Sites	\$ 200.00 /Each	\$ 8,000.00
1B	Utility Disconnect (Phone, Cable)	Coordinate utility disconnects	40 Sites	Utility Fees Plus 10%	Not Applicable
1C	Site Demobilization	Completed and approved punchlist; Remove equipment and materials from site; Submit waste disposal bill of lading and/or waste manifests	40 Sites	\$ 200.00 /Each	\$ 8,000.00
1D	Police Detail	Coordinate and provide police detail in four (4) hour increments as authorized by the City of Springfield.	40 Sites	4 Hour Shifts/Cost Plus 10%	Not Applicable
TASK 2 - DEMOLITION - TRADITIONAL					
2A	Demolition of Wood Building Structures (Including Brick Veneer Buildings)	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris down to (4) feet below finish grade. (Estimated 18 Sites) <i>Note: Volume of structure to be measured in-place per cubic yard</i>	11,550 Cubic Yards	\$ 31.50 /Cubic Yard	\$ 363,825.00
2B	Demolition of Masonry and Brick Building Structures	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris down to four (4) feet below finish grade. (Estimated 10 Sites) <i>Note: Volume of structure to be measured in-place per cubic yard</i>	3,960 Cubic Yards	\$ 34.00 /Cubic Yard	\$ 134,640.00

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 2 - DEMOLITION - TRADITIONAL - (Continued)</i>					
2C	Demolition of Concrete & Brick Structures or Foundations	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris below four (4) feet of finish grade. (Estimated 10 Sites) <i>Note: Actual volume of concrete and brick to be measured in-place. Concrete shall be assumed to contain steel reinforcing bars.</i>	350 Cubic Yards	\$ 30.00 /Cubic Yard	\$ 10,500.00
2D	Demolition of Driveways/Walkways	Demolition, excavate, load, haul off-site and legally dispose of <i>Note: Volume of driveway or walkway to be measured in-place per square foot.</i>	30,000 Square Feet	\$.35 /Square Foot	\$ 10,500.00
2E	Provide Structural Fill	Provide new structural fill, haul, spread and compact to specifications. (Estimated 3 Sites) <i>Note: Use of existing soil on-site for structural fill shall be subject to approval of the Owner and shall be included with the work outlined under Items 2A, 2B and 2C above. Compaction Testing to be provided by Owner at no cost to the Contractor.</i>	14,000 Tons	\$ 10.70 /Ton	\$ 149,800.00
2F	General Household Waste Removal	Remove, load, haul off-site and legally dispose of general household waste and debris located at the building interior and within the property lot line. (Estimated 4 Sites) <i>Note: Up to 5% of the volume of the structure will require removal and disposal of general household waste and this work shall be included in Items 2A, 2B & 2C. Item 2F shall apply for any additional material above and beyond 5%.</i>	240 Cubic Yards	\$ 20.00 /Cubic Yard	\$ 4,800.00

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
TASK 3 - EMERGENCY DEMOLITION					
3A	Temporary Fencing	Provide temporary, chain-link fencing along the perimeter of the site prior to and throughout the duration of work.	250 Feet	\$ 5.00 /Linear Foot	\$ 1,250.00
3B	Emergency - Site Mobilization	Mobilize equipment, labor and supplies to site; Assess site; Coordinate utility disconnects (water, sewer, electric, gas)	4 Sites	\$ 1,000.00/Each	\$ 4,000.00
3C	Emergency - Site Demobilization	Completed and approved punchlist; Remove equipment and materials from site; Submit manpower slips.	4 Sites	\$ 1,000.00/Each	\$ 4,000.00
3D	Equipment Rental - Excavator	Provide "50,000lb. - 74,999 lb." Excavator and operator for emergency demolition activities.	15 Hours	\$ 250.00/Hour	\$ 3,750.00
3E	Equipment Rental - Excavator	Provide "75,000 lb and/or greater" Excavator and operator for emergency demolition activities.	4 Hours	\$ 250.00/Hour	\$ 1,000.00
3F	Equipment Rental - Bobcat	Provide Bobcat and operator for emergency demolition activities.	2 Hours	\$ 120.00/Hour	\$ 240.00
3G	Equipment Rental - Man-Lift	Provide Man-Lift and operator for emergency demolition activities. Under 60 Feet.	5 Hours	\$ 120.00/Hour	\$ 600.00
3H	Equipment Rental - Man-Lift	Provide Man-Lift and operator for emergency demolition activities. Over 60 Feet.	5 Hours	\$ 150.00/Hour	\$ 750.00
3I	Labor	Provide additional laborer(s) to stabilize site and assist during emergency demolition activities.	19 Hours	\$ 90.00/Hour	\$ 1,710.00
TASK 4 - SITE RESTORATION					
4A	Approved Topsoil	Provide new topsoil, haul, and spread in-place -3 inch minimum depth. (Estimated 30 Sites)	1,050 Tons	\$ 20.00/Ton	\$ 21,000.00
4B	Approved Seed and Mulch	Provide seed and mulch, spread in-place -- 2 inch minimum depth. (Estimated 30 Sites)	750 Cubic Yards	\$ 20.00/Cubic Yard	\$ 15,000.00

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
TASK 5 - ASBESTOS ABATEMENT - FULL DEMOLITION OF BUILDING AS ACM - (Continued)					
5A	Asbestos Abatement - (Supervisor)	Removal and proper packaging of identified asbestos-containing materials discovered during demolition work. Unit price shall be based upon an eight (8) hour work day (8:00 AM - 4:30 PM)	5 Man Days	\$ 700.00 / Man Day	\$ 3,500.00
5B	Asbestos Abatement - (Worker)	Removal and proper packaging of identified asbestos-containing materials discovered during demolition work. Unit price shall be based upon an eight (8) hour work day (8:00 AM - 4:30 PM)	5 Man Days	\$ 700.00 / Man Day	\$ 3,500.00
5C	Demolition of Wood Building Structures (Including Brick Veneer Buildings)	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris down to four (4) feet below finish grade. All Demolition debris to be disposed of as ACM. (Estimated 4 Sites) <i>Note: Volume of structure to be measured in-place per cubic yard</i>	1,815 Cubic Yards	\$ 56.00 / Cubic Yard	\$ 101,640.00
5D	Demolition of Masonry and Brick Structures	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris down to four (4) feet below finish grade. All Demolition debris to be disposed of as ACM. (Estimated 1 Site) <i>Note: Volume of structure to be measured in-place per cubic yard</i>	454 Cubic Yards	\$ 68.00 / Cubic Yard	\$ 30,872.00
TASK 6 - ASBESTOS ABATEMENT - TRADITIONAL - (40 SITES)					
6A	Asbestos Abatement & Disposal	Layered Paper on Duct	520 Linear Feet	\$ 20.00 / Linear Foot	\$ 10,400.00
6B	Asbestos Abatement & Disposal	Duct Sealant	1,000 Square Feet	\$ 10.00 / Square Foot	\$ 10,000.00

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 6 - ASBESTOS ABATEMENT - TRADITIONAL - (Continued)</i>					
6C	Asbestos Abatement & Disposal	Pipe Fitting Insulation on Fiberglass Lines	115 Each	\$ 35.00 /Each	\$ 4,075.00
6D	Asbestos Abatement & Disposal	Pipe and Fitting Insulation	2,500 Linear Feet	\$ 10.00 /Linear Foot	\$ 25,000.00
6E	Asbestos Abatement & Disposal	Boiler Jacketing	2,000 Square Feet	\$ 25.00 /Square Foot	\$ 50,000.00
6F	Asbestos Abatement & Disposal	Boiler Breaching	1,000 Square Feet	\$ 20.00 /Square Foot	\$ 20,000.00
6G	Asbestos Abatement & Disposal	Hot Water Tank Insulation	1,000 Square Feet	\$ 20.00 /Square Foot	\$ 20,000.00
6H	Asbestos Abatement & Disposal	Floor Tile and Mastic	10,000 Square Feet	\$ 4.25 /Square Foot	\$ 42,500.00
6I	Asbestos Abatement & Disposal	Linoleum and Backing	2,000 Square Feet	\$ 4.00 /Square Foot	\$ 8,000.00
6J	Asbestos Abatement & Disposal	Sheetrock & Joint Compound	7,000 Square Feet	\$ 3.50 /Square Foot	\$ 24,500.00
6K	Asbestos Abatement & Disposal	Wall & Ceiling Plaster	5,000 Square Feet	\$ 4.05 /Square Foot	\$ 20,250.00

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 6 - ASBESTOS ABATEMENT - TRADITIONAL - (Continued)</i>					
6L	Asbestos Abatement & Disposal	Cellulose/Vermiculite Wall & Ceiling Insulation	4,500 Square Feet	\$ 5.00 /Square Foot	\$ 22,500.00
6M	Asbestos Abatement & Disposal	Spray-Applied Fireproofing	500 Square Feet	\$ 10.00 /Square Foot	\$ 5,000.00
6N	Asbestos Abatement & Disposal	Acoustical Ceiling Applications	2,000 Square Feet	\$ 3.50 /Square Foot	\$ 7,000.00
6O	Asbestos Abatement & Disposal	Suspended Ceiling Tile	500 Square Feet	\$ 2.00 /Square Foot	\$ 1,000.00
6P	Asbestos Abatement & Disposal	Sink Coating	5 Each	\$ 75.00 /Each	\$ 375.00
6Q	Asbestos Abatement & Disposal	Mastic Behind Wall Board	1,500 Square Feet	\$ 4.00 /Square Foot	\$ 6,000.00
6R	Asbestos Abatement & Disposal	Transite Wall Board	1,000 Square Feet	\$ 3.25 /Square Foot	\$ 3,250.00
6S	Asbestos Abatement & Disposal	Transite Shingles/Siding	10,000 Square Feet	\$ 3.25 /Square Foot	\$ 32,500.00
6T	Asbestos Abatement & Disposal	Transite Pipe	30 Linear Feet	\$ 20.00 /Linear Foot	\$ 600.00

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 6 - ASBESTOS ABATEMENT - TRADITIONAL - (Continued)</i>					
6U	Asbestos Abatement & Disposal	Door and/or Window Caulk	10 Linear Feet	\$ <u>9.50</u> /Linear Foot	\$ <u>95.00</u>
6Z	Asbestos Abatement & Disposal	Boiler Demolition - As ACM (6' long x 4' high x 4' wide)	1 Each	\$ <u>2,400.00</u> /Each	\$ <u>2,400.00</u>
6V	Asbestos Abatement & Disposal	Window Caulking & Glazing (As Whole Unit)	300 Each	\$ <u>95.00</u> /Each	\$ <u>28,500.00</u>
6W	Asbestos Abatement & Disposal	Fire Door(s)	1 Each	\$ <u>150.00</u> /Each	\$ <u>150.00</u>
6X	Asbestos Abatement & Disposal	Foundation Waterproofing	5,000 Square Feet	\$ <u>7.50</u> /Square Foot	\$ <u>37,500.00</u>
6Y	Asbestos Abatement & Disposal	Boiler Demolition - As ACM (4' long x 2' high x 2' wide)	15 Each	\$ <u>1,250.00</u> /Each	\$ <u>18,750.00</u>
6Z	Asbestos Abatement & Disposal	Boiler Demolition - As ACM (6' long x 4' high x 4' wide)	1 Each	\$ <u>2,400.00</u> /Each	\$ <u>2,400.00</u>
6AA	Asbestos Abatement & Disposal	Boiler Demolition - As ACM (8' long x 5' high x 5' wide)	1 Each	\$ <u>3,200.00</u> /Each	\$ <u>3,200.00</u>
6BB	Asbestos Abatement & Disposal	Chimney Fire Packing Material	70 SF	\$ <u>20.00</u> /Square Foot	\$ <u>1,400.00</u>

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
TASK 6 - ASBESTOS ABATEMENT - TRADITIONAL - (Continued)					
6CC	Asbestos Abatement & Disposal	Pipe and Fitting Insulation (via Glove Bag method)	1,000 LF	\$ 10.00 /Linear Foot	\$ 10,000.00
TASK 7 - OIL TANK REMOVAL - ABOVE GROUND STORAGE TANKS (AST)					
7A	Above Ground Storage Tank (AST) (Up to 600 Gallons)	Remove liquid; Clean-out tank and feed lines; Remove and dispose of tank (Includes backfill)	15 Each	\$ 300.00 /Each	\$ 4,500.00
TASK 8 - OIL TANK REMOVAL - UNDERGROUND STORAGE TANKS (UST)					
8A	Underground Storage Tank (UST) (1-1000 Gallons)	Permits; Excavate; Remove liquid; Clean-out tank and feed lines; Disconnect tank; Remove and dispose of tank (Includes backfill)	1 Each	\$ 1,500.00 /Each	\$ 1,500.00
8B	Underground Storage Tank (UST) (1001 - 5000 Gallons)	Permits; Excavate; Remove liquid; Clean-out tank and feed lines; Disconnect tank; Remove and dispose of tank (Includes backfill)	1 Each	\$ 2,500.00 /Each	\$ 2,500.00
8C	Underground Storage Tank (UST) (5001 - 10,000 Gallons)	Permits; Excavate; Remove liquid; Clean-out tank and feed lines; Disconnect tank; Remove and dispose of tank (Includes backfill)	1 Each	\$ 4,000.00 /Each	\$ 4,000.00
8D	Underground Storage Tank (UST) (> 10,000 Gallons)	Permits; Excavate; Remove liquid; Clean-out tank and feed lines; Disconnect tank; Remove and dispose of tank (Includes backfill)	0.1 Each	\$ 7,500.00 /Each	\$ 750.00

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 8 - OIL TANK REMOVAL - UNDERGROUND STORAGE TANKS (UST) - (Continued)</i>					
8E	Oil Disposal	Transport and disposal	50 Gallons	\$ 2.50 /Gallon	\$ 125.00
8F	Oily Sludge	Transport and disposal (Non-Rebatch)	50 Gallons	\$ 5.00 /Gallon	\$ 250.00
8G	Oil Impacted Soil	Transport and disposal (Non-Rebatch)	25 Tons	\$ 75.00 /Ton	\$ 1,875.00
8H	Oily Sludge	Transport and disposal (Rebatch)	50 Gallons	\$ 5.00 /Gallon	\$ 250.00
8L	Contaminated Concrete Removal	Excavate, load and transport for disposal <i>Note: Includes crushing and demolition of concrete walls, slabs, etc. Concrete shall be assumed to contain steel reinforcing bars.</i>	10 Tons	\$ 100.00 /Ton	\$ 1,000.00
8I	Oil Impacted Soil	Transport and disposal (Rebatch)	25 Tons	\$ 75.00 /Ton	\$ 1,875.00
8J	Contaminated Soil Removal	Excavate, dewater and load for proper disposal.	50 Tons	\$ 65.00 /Ton	\$ 3,250.00
8K	Contaminated Soil Removal	Excavate and load for proper disposal.	50 Tons	\$ 50.00 /Ton	\$ 2,500.00

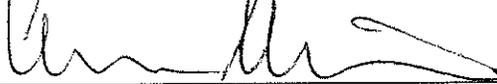
LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
TASK 9 - MISCELLANEOUS HAZARDOUS MATERIALS (Continued)					
9A	PCB-Containing Ballast	Remove and proper disposal	100 Each	\$ 20.00 /Each	\$ 2,000.00
9B	Fluorescent Light Tubes	Remove and proper disposal	100 Each	\$ 4.75 /Each	\$ 475.00
9C	Asbestos Roofing Material	Remove and proper disposal of the non-friable roofing materials in accordance with Massachusetts DEP Regulations and OSHA Regulations. Includes any and all asphaltic roofing material.	300 Cubic Yards	\$ 30.00 /Cubic Yard	\$ 9,000.00
9D	Paint, Thinner, Antifreeze, Household Waste	Remove and proper disposal	20 Gallons	\$ 20.00 /Gallon	\$ 400.00
9E	Hazardous Waste Disposal (Lead)	Loading, transport and proper disposal of demolition debris as lead hazardous waste.	30 Cubic Yards	\$ 250.00 /Cubic Yard	\$ 7,500.00
TOTAL AGGREGATE COST					\$ 13,439.00

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Andrew Mirkin President
(NAME OF PERSON SIGNING BID)



(SIGNATURE)

Associated Building Wreckers, Inc
(COMPANY)

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number 04-2052737

Company: Associated Building Wreckers, Inc.

P.O. Box (if any): _____ Street Address Only: 352 Albany Street

City/State/Zip Code: Springfield, Massachusetts 01105

Telephone Number: 413 732-3179 Fax Number: 413 734-6224

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer is a:

Corporation

Individual _____

Name of Individual: _____

Partnership _____

Names of all Partners: _____

Limited Liability Company _____

Names of all Managers: _____

Limited Liability Partnership _____

Names of Partners: _____

Limited Partnership _____

Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Andrew Mickin (authorized agent) certify under the pains and penalties of perjury that Associated Building Wreckers, Inc. (Bidder/Proposer) to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Associated Building Wreckers, Inc. Bidder/Proposer/Contracting Entity [Signature] Authorized Person's Signature President Date: October 12, 2011

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Andrew Mickin (authorized agent) certify under the pains and penalties of perjury that Associated Building Wreckers, Inc. (Bidder/Proposer) to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Associated Building Wreckers, Inc. Bidder/Proposer/Contracting Entity [Signature] Authorized Person's Signature President Date: October 12, 2011

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Andrew Mickin (authorized agent) certify under the pains and penalties of perjury that Associated Building Wreckers, Inc. (Bidder/Proposer) to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Associated Building Wreckers, Inc. Bidder/Proposer/Contracting Entity [Signature] Authorized Person's Signature President Date: October 12, 2011

Notary Public

STATE OF MASSACHUSETTS

October 12, 2011, 2010

County of Hampton, ss.

Then personally appeared before me [name] Andrew Mickin [title] President of [company name] Associated Building Wreckers, Inc. being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Associated Building Wreckers, Inc.

[Signature] Notary Public

My commission expires: 3-12-2015

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT.

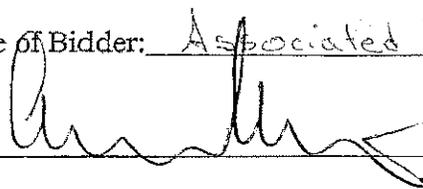
DEBARMENT DISCLOSURE FORM

**PUBLIC CONTRACTS - DEBARMENT
CHAPTER 550, ACTS OF 1991**

The said undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date: 10/12/2011

Name of Bidder: Associated Building Workers, Inc.

By:  Signature

Andrew Mirkin, President

Print Name & Title of Person Signing

352 Albany Street
Address

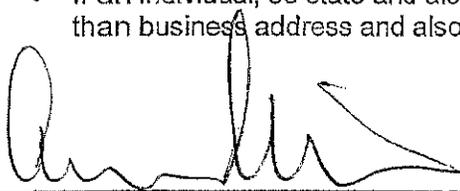
Springfield, MA 01105
City, State, ZIP

Certification of OSHA Training

Please certify by writing your initials in the space provided below 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 shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Please initial: AM

- If a Corporation, signature and seal by duly authorized officer is required.
- If a partnership, so state and names and residential addresses of all partners are required.
- If an individual, so state and also indicate residential address if different than business address and also sign.



(Signature if required per above)

Andrew Mirkin

- President

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

OPTION TO RENEW

THE ORIGINAL CONTRACT PERIOD SHALL BE FOR A TERM OF ONE (1) YEAR. THE CITY OF SPRINGFIELD OFFICE OF PROCUREMENT, UPON THE MAYOR'S APPROVAL AND APPROPRIATION OF FUNDS, RESERVES THE RIGHT AT ITS OPTION TO RENEW THIS PRICE AGREEMENT FOR TWO (2) ADDITIONAL PERIODS OF ONE YEAR EACH.

- A. BIDDER TO INDICATE IF THEY WILL RENEW AGREEMENT FOR THE SECOND YEAR AND THIRD AND FINAL YEAR(S) AT THE ORIGINAL BID PRICE.

YES _____ NO X

- B. IF NO TO "A", THE CONSUMER PRICE INDEX (C.P.I. - U), THE UNITED STATES CITY AVERAGE - ALL CONSUMERS AS DETERMINED BY THE BUREAU OF LABOR STATISTICS, SHALL BE UTILIZED FOR ANY PRICE ADJUSTMENT TO THE PREVIOUS YEAR'S PRICE(S). SUBSEQUENT YEAR'S PRICE(S) WILL NOT INCREASE GREATER THAN THE C.P.I. - U FOR THE PREVIOUS TWELVE (12) MONTHS. THIS INDEX WILL BE COMPUTED TWO (2) MONTHS PRIOR TO THE EXPIRATION OF THE AGREEMENT.

THE CITY OF SPRINGFIELD OFFICE OF PROCUREMENT WILL SUBMIT A RENEWAL IN WRITING APPROXIMATELY SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE PRICE AGREEMENT.

Associated Building Wreckers, Inc.
COMPANY NAME

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.



All bidders should provide a listing of any and all demolition projects and/or jobs in Massachusetts (including the City of Springfield) within the past three years. Listing should also include current contact information for the owner and/or project manager. Bidder understands that the City of Springfield has the right to use provided contact/job information in determining "responsible bidders".

The City retains the right to determine what constitutes a "responsible bidder". In determining whether a bidder is a responsible bidder, the City reserves the right to review the bidder's prior history regarding performance, management, administration (including payment requests), competency and responsibility as to the bidder's prior jobs and projects. The City will consider whether the bidder performed the work in accordance with the contract plans, specifications, and schedule; whether the bidder performed the work without the need of significant oversight or requests to perform by the Owner; whether the bidder's requests for payments were reasonable and consistent with the contract terms, requirements, and scope of work performed; and whether the bidder's history discloses and other factors warranting the City's determination that the bidder is not responsible. The City reserves the right to use itself, and past experience with bidders, as a reference.

Project Location	Owner/Project Manager	Contact #
104 State Street	City of Springfield	413 347-5453 - Richard Wilk
1349-1351 Worcester Street	City of Springfield	413 787-6785 - Maria Gomez
Tornado 2011	City of Springfield	413 787-6500 - Tina Quiglato
Mairble Street Properties	City of Springfield	413 374-5453 - Richard Wilk
674 Carew Street	City of Springfield	413 787-6500 - Tina Quiglato
1122 St. James Ave	City of Springfield	413 427-8459 - Wallace Kissell
Chapman Valve	City of Springfield	978 977-0110 - Brian McCormick
Mary Dryden Elementary School	City of Springfield	508 458-0368 - Dean O'Ho



CITY OF SPRINGFIELD
OFFICE OF PROCUREMENT
36 COURT STREET- ROOM 405, SPRINGFIELD MASSACHUSETTS 01103

September 26, 2011
Addenda # 1, Bid No. 12-141: Demolition/Deconstruction of Abandoned
Properties throughout the City of Springfield
Opening Date: October 5, 2011 at 2:00 PM

Ladies and Gentlemen:

This is an addendum to the above bid. Special attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request. Bid responses must acknowledge this and all addenda, failure to acknowledge may result in rejection of your bid.

This addendum provides a copy of the Davis Bacon Act Wage Rates, which along with the Commonwealth of Massachusetts Prevailing Wage Rate Schedule which will become part of any contract issued against this bid.

The addendum also includes a memo from the Springfield REO Monitoring Committee, which provides information to assist contractors with REO compliance waiver requests should they become the successful bidder.

If you have sent your response, you may send any changes to the Office of Procurement before the time for opening. These must be sealed with the name of your firm and the bid number clearly marked on the envelope.

Sincerely,
Lauren Stabilo
Chief Procurement Officer

Please acknowledge receipt of this addendum by signing below and returning to this office via fax to (413) 787-6295.

Signed: _____

(Title)

Company: (please print) _____

Associated Building Wreckers



CITY OF SPRINGFIELD
OFFICE OF PROCUREMENT
36 COURT STREET- ROOM 405, SPRINGFIELD MASSACHUSETTS 01103

October 3, 2011
Addenda # 2, Bid No. 12-141: Demolition/Deconstruction of Abandoned
Properties throughout the City of Springfield
Opening Date: October 5, 2011 at 2:00 PM (see new date below)

Ladies and Gentlemen:

This is an addendum to the above bid. Special attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request. Bid responses must acknowledge this and all addenda, failure to acknowledge may result in rejection of your bid.

Please note that this addendum changes the opening date of this bid. Bid responses are now due on Thursday, October 13, 2011.

This addendum also includes clarifications, additions and revisions as provided herein.

If you have sent your response, you may send any changes to the Office of Procurement before the time for opening. These must be sealed with the name of your firm and the bid number clearly marked on the envelope.

Sincerely,
Lauren Stabilo
Chief Procurement Officer

Please acknowledge receipt of this addendum by signing below and returning to this office via fax to (413) 787-6295.

Signed: [Signature] president
(Title)

Company: (please print) Associated Building Workers Inc



CITY OF SPRINGFIELD
OFFICE OF PROCUREMENT
36 COURT STREET- ROOM 405, SPRINGFIELD MASSACHUSETTS 01103

October 12, 2011

Addenda # 3, Bid No. 12-141: Demolition/Deconstruction of Abandoned Properties throughout the City of Springfield

Opening Date: October 13, 2011 at 2:00 PM (see new date below)

Ladies and Gentlemen:

This is an addendum to the above bid. Special attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request. **Bid responses must acknowledge this and all addenda, failure to acknowledge may result in rejection of your bid.**

Please note that this addendum changes the opening date of this bid. Bid responses are now due on Thursday, October 20, 2011.

If you have sent your response, you may send any changes to the Office of Procurement before the time for opening. These must be sealed with the name of your firm and the bid number clearly marked on the envelope.

Sincerely,
Lauren Stabio
Chief Procurement Officer

Please acknowledge receipt of this addendum by signing below and returning to this office via fax to (413) 787-6295.

Signed: _____

(Title)

president

Company: (please print) _____

Associated Building Wreckers, Inc.



CITY OF SPRINGFIELD
OFFICE OF PROCUREMENT
36 COURT STREET- ROOM 405, SPRINGFIELD MASSACHUSETTS 01103

October 13, 2011
Addenda # 4, Bid No. 12-141: Demolition/Deconstruction of Abandoned
Properties throughout the City of Springfield
Opening Date: October 20, 2011 at 2:00 PM

Ladies and Gentlemen:

This is an addendum to the above bid. Special attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request. Bid responses must acknowledge this and all addenda, failure to acknowledge may result in rejection of your bid.

Please note that this addendum changes the calculation used to determine volume of structures for indicated, per FEMA requirements.

It also includes REVISIONS to the "Estimated Quantities" in the Bid Form, List of Unit Prices, herein.

If you have sent your response, you may send any changes to the Office of Procurement before the time for opening. These must be sealed with the name of your firm and the bid number clearly marked on the envelope.

Sincerely,
Lauren Stabilo
Chief Procurement Officer

Please acknowledge receipt of this addendum by signing below and returning to this office via fax to (413) 787-5295.

Signed: _____

(Title)

Company: (please print) _____

Associated Building Wreckers

BIDDER'S/PROPOSER'S CERTIFICATION

(This form is to be completed for all bids/proposals)

The undersigned *bidder/proposer* hereby certifies he/she will comply with the minority/women workforce percentage ratio and specific affirmative action steps contained in this program and will make good faith best efforts to comply with the Minority/Women Business Enterprise goals under these contract provisions, as well as all other requirements deemed necessary by the Contract Compliance Officer for this type of contract.

Bidder will include in any contract with a subcontractor the following conditions:

"The subcontractor agrees that he/she shall make good faith best efforts to comply with the Minority/Woman Workforce Ratio and the Minority/Women Enterprise compliance specified in the City of Springfield's Minority/Women Business Enterprise Program attached to the project specification."

Associated Building Wreckers, Inc.
Name of firm

 Pres. dent
Andrew Mizkin
Signature of Bidder/Proposer (authorized representative)

President
Title

October 12, 2011
Date

THE AWARDING AUTHORITY MAY REJECT ANY BID/PROPOSAL NOT ACCOMPANIED BY THIS CERTIFICATION.

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

MBE/WBE UTILIZATION REPORT

The City of Springfield in its commitment to pedal opportunity for all its citizens and businesses, through the policies of the City requires all bidders on this project to make good faith best efforts to achieve the MBE/WBE participation goals. Bidder certifies that it intends to use the following utilization of such MBE/WBE's which shall include subcontractors, consultants, materials and supplies contracts. Bidder certifies that it will make substitution only as approved by the awarding authority in accordance with applicable law.

Name and address Telephone # Nature of Work \$ value
Of MBE/WBE to be performed of work

MBE/WBE _____

MBE/WBE _____

MBE/WBE _____

MBE/WBE _____

Minority/Females Employees (check here) _____

\$Value of Work _____

Project Name _____ Project Bid # _____ Total Bid Amount: _____

Total MBE % _____ Total WBE % _____ Total MBE/WBE % _____

Should you need assistance in procuring MBE/WBE's please contact the City's Contract Compliance Officer at (413) 787-7762.

(Company Name) Associated Building Workers (Address) 377 Albany St Springfield, MA
(Telephone) 413 732-3179 (Authorized Signature) *Andrew Melvin* (Date) 10-12-11

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT Revolution of Abandoned Properties BID NO. 12-141
in the City of Springfield

A.) Bidder shall include Company Policy Statement which sets forth the Chief Executive Officer's attitude on equal employment opportunity.

B.) Company's Officer Virginia St. Ouge

NAME OF FIRM Associated Building Workers Inc.

NAME Andrew Martin

POSITION OR TITLE President

BUSINESS ADDRESS 352 Albany Street

CITY Springfield, Massachusetts 01105

TELEPHONE 413 732-3179

C.) What is the total number of employees that is currently employed by your company?

25
Please provide a profile of your workforce.

D.) What is your anticipated work force for this project/service? 8-10

Number of Minorities 4-5 Number of Females 2

E.) Is your company a member of a union Yes No . If yes what union local number and location. _____

F.) Describe company's advertising, recruiting efforts, and systematic contact with minority group organization, etc. and evidence that minority group members are being sought from all recruitment sources. our methods of recruitment include newspaper ads, employee referrals and walk-ins.

G.) Is your company at least 51% owned and controlled by one of the following groups members? If yes, would you kindly circle the appropriate categories.

MALE--FEMALE: Black, Hispanic, Asian, American Indian,
Alaskan Native, Cape Verdean, Caucasian.

AUTHORIZED SIGNATURE  DATE October 12, 2011
Andrew Mirkin, President

FIRM Associated Building Workers, Inc

ADDRESS 352 Albany Street Springfield, Massachusetts 01105

TELEPHONE NO. 413 732-3179

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

MBE/WBE LETTER OF INTENT

(To be completed by each MBE/WBE listed in the Bidder/Proposer's MBE/WBE Utilization Report (Form 2).

MBE/WBE Company Name _____ MBE/WBE Address _____

MBE/WBE Telephone _____

Project Name: Revelation/Deconstruction Project Location: Springfield, MA
of Abandoned Properties

Please identify whether the above company is an: MBE _____ or WBE _____

1. The MBE/WBE company has been certified by SOMWBA (State Office of Minority/Women Business Assistance) and it has not changed its women/minority ownership, control, or management without notifying SOMWBA within thirty (30) days of such change.
2. I understand that if we are awarded the contract by the City of Springfield, we agree to negotiate an agreement in good faith with the above mentioned company. I also understand that our company, as Bidder, certifies that it will make substitution only as approved by the awarding authority in accordance with applicable law.

Bidding Company Associated Builders & Workers, Inc

Authorized Person's Signature [Signature] President

Andrew Martin

Date October 12, 2011

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

INFORMATION ON UNSUCCESSFUL CONTACT
OF MBE/WBE

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

- 1. NAME OF MBE/WBE COMPANY CONTACTED: _____
- 2. ADDRESS OF COMPANY: _____
- 3. TELEPHONE NO.: _____
- 4. DATE CONTACTED: _____

How was contact made? (Check appropriate answer) Telephone # _____ In person _____

MBE/MBE Firm Declined Job: _____ Offer declined by: _____
(Name & Title)

MBE/WBE Firm offered to do the job at the price of \$: _____ which was determined to be too high based on our price : \$ _____

MBE/WBE Company price was satisfactory, but the MBE/WBE Company was judged by our company to be unqualified for the job. Based on what factors? Please explain.

I certify under the pains and penalties of perjury that to my best knowledge and belief the above information is accurate and complete.

Bidding Company Associated Building Workers Inc.

Authorized Person's Signature  Date October 12, 2011

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

ASSOCIATED BUILDING WRECKERS, INC.

352 Albany Street
Springfield, MA 01105
Tel: 413-732-3179/ (800) 448-2822
Fax: 413-734-6224
www.buildingwreckers.com

EQUAL EMPLOYMENT OPPORTUNITY POLICY AND AFFIRMATIVE ACTION POLICY STATEMENT

The employment policies and practices of Associated Building Wreckers, Inc., are to recruit and employ qualified job applicants without discrimination based on race, creed, color, religion, age, sex, national origin, handicap or sexual orientation. Such actions shall include, but not be limited to the following:

Employing, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

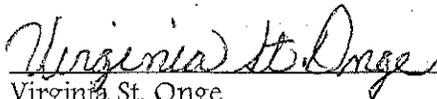
Associated Building Wreckers, Inc. recommitts itself to this policy to assure compliance with the Civil Rights Act of 1964, as amended Presidential Executive Orders No. 11246 and 11375, and all other applicable laws, which pertain to equal employment opportunity.

Associated Building Wreckers, Inc. recognizes that the effective application of the policy requires that certain positive steps be taken and it will therefore; undertake a program of Affirmative Action to make known its commitment in this regard.

Virginia St. Onge, 69 Pochassic Street, Westfield, Massachusetts, is our Clerk and has been named as our Equal Employment Opportunity Officer.

Associated Building Wreckers, Inc. will additionally assert its leadership within the community to achieve full employment and effective utilization of the capabilities and productivity of all persons without regard for race, creed, color, religion, age, sex, sexual orientation, national origin, or handicap.

ASSOCIATED BUILDING WRECKERS, INC.



Virginia St. Onge
E.E.O. Officer

Associated Building Wreckers Inc.
352 Albany Street, Springfield MA 01105

Afirmative Action Plan Workforce Profile Item #C

Cacausian	16
African American	2
Hispanic	7
	25



The Commonwealth of Massachusetts

Executive Office for Administration and Finance

Division of Capital Asset Management

One Ashburton Place

Boston, Massachusetts 02108

Tel: (617) 727-4050

Fax: (617) 727-5363

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JAY GONZALEZ
SECRETARY, ADMINISTRATION
& FINANCE

DAVID B. PERINI
COMMISSIONER

Certificate of Eligibility

Contractor: ASSOCIATED BUILDING WRECKERS, INC.

#10- 0395

352 ALBANY STREET

SPRINGFIELD

MA 01105

This Certificate Shall Be Used For Submitting Prime/General Bids Only

In accordance with M.G.L. Chapter 149, Section 44D and 810 CMR 4.00, you are hereby certified to file bids under Chapter 149, Section 44A in the following categories:

Demolition



Average Project Rating: 90

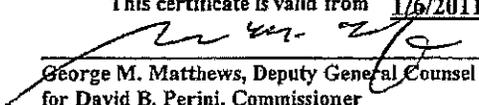
Number of Projects Evaluated: 32

Number of Projects Below Passing: 2

Your Single Project Limit is: \$2,208,000

Your Aggregate Work Limit is: \$10,000,000

This certificate is valid from 1/6/2011 to 1/6/2012


George M. Matthews, Deputy General Counsel
for David B. Perini, Commissioner

Date

Official DCAM Amendments

Date

Authorization

Extension to: _____

Name: _____

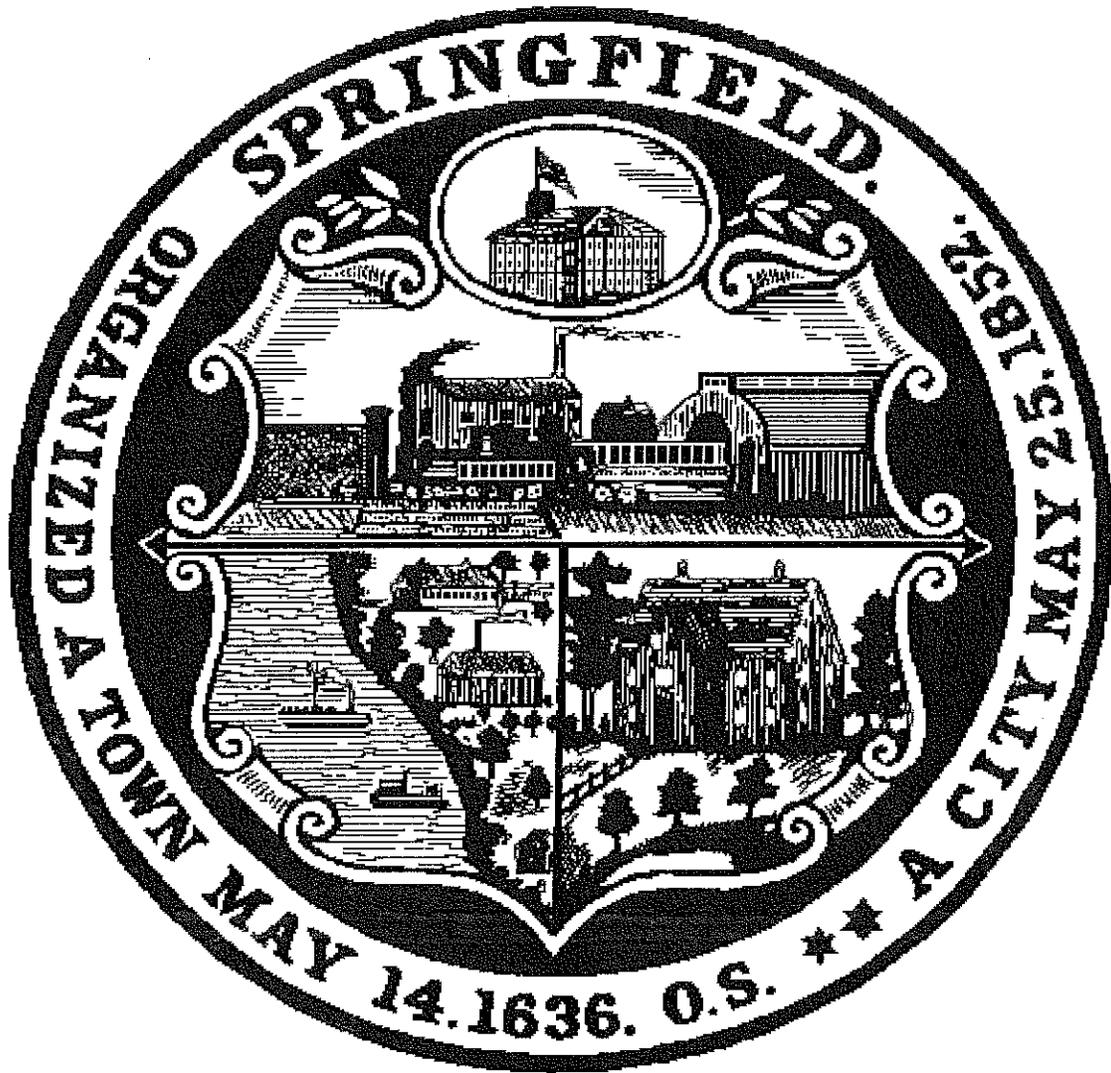
SPL: _____

GBC SPL: _____

AWL: _____

Category: _____

Address: _____



City of Springfield, Massachusetts

**Invitation to Bid
For
Demolition/Deconstruction Price Agreement Contract
Bid No. 12-141**

October 5, 2011

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Invitation To Bid
Demolition/Deconstruction Price Agreement Contract
City of Springfield, Massachusetts

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ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT

Services: Demolition/Deconstruction of Abandoned Properties throughout the City of Springfield
Per Bid No. 12-141

Sealed Bids for: The General Contract will be accepted until 2:00 PM on October 5, 2011

Springfield Office of Procurement
Attention: Lauren Stabilo, Chief Procurement Officer
36 Court Street - Room 405, Springfield, MA 01103
Phone (413) 787-6285 Fax 787-6295

Bid documents will be available September 21, 2011 at www.biddocsonline.com (may be viewed electronically and hard copy requested) or at Nashoba Blue Inc. at 433 Main Street, Hudson, MA 01749, (978-568-1167). A refundable deposit of \$50.00, in the form of a certified or cashier's check to the order of "BidDocs ONLINE Inc." is required. The deposit will be refunded to all who return the documents complete and in good condition to Nashoba Blue within 30 days of the opening of bids. If not returned, the deposit becomes the property of the awarding authority. Deposits may be paid electronically or must be by a certified or cashier's check. One set only is available for the refundable deposit. Additional sets may be purchased for \$50.00.

Bidding procedures are per Massachusetts General Laws (M.G.L.) Chapter 149 as amended, and other applicable statutes. The contract shall be a Unit Price Agreement with a "Not-To-Exceed Fixed Amount" of Three Million Dollars (\$3,000,000.00) dollars. The contract period is October 15, 2011 through October 14, 2012. The contract shall be awarded for a one year period and may include a two year option to renew at the discretion of the City of Springfield.

The Contract may be assigned to more than one bidder solely at the discretion of the City of Springfield. A certified check, treasurer's check, cashier's check, or bid bond, made payable to the City of Springfield in the amount of 5% of the total "Not-To-Exceed Fix Amount" of Three Million Dollars (\$3,000,000.00) must accompany each bid.

All bidders are advised that the minimum wage rate schedule, issued by the Division of Occupational Safety is included in the specifications and shall prevail in the work on this project. All bidders are advised that the City of Springfield encourage the use of Minority and Women owned Business (MWBE). The City's goal is twenty percent MWBE participation.

The City reserves the right to waive any informality in, or to revoke, any or all bids if it be in the public interest to do so.

City of Springfield, MA Office of Procurement
Lauren Stabilo, Chief Procurement Officer

Note to Newspaper: Please publish the above only under the heading "Legal Advertisements" on the following date: September 21, 2011. Please refer to Bid No. 12-141 when invoicing.

BID No. 12-141

Open: October 5, 2011

Subject: Price Agreement for the Demolition/Deconstruction of Abandon Properties throughout the City of Springfield

CONTENTS, REQUIREMENTS, SCHEDULE

NOTE: asterisk (*) indicates submission requirements- documents that must be completed and included in your bid package when submitted.

___(*) (No document in bid) Bid Security- Bond 5% of bid value

___(*) Form for General Bid

INFORMATION FOR BIDDERS

(This) Contents, Requirements & Schedule

Advertisement

Notice to Bidders Terms and Conditions

Insurance for Construction contracts

Sample City Contract

Performance Bond sample 100%

Labor & Materials Payment Bond sample 100%

Prevailing Wage Rate Schedule (DBA and Commonwealth of MA)

CERTIFICATIONS

___(*) Collusion or Fraud Statement

___(*) Tax Certification Affidavit

___(*) Debarment

___(*) OSHA Safety Training

___ () Statement of Bidder Qualifications

___(*) DCAM Certificate of Eligibility

___(*) DCAM Update Statement

___(*) Minority / Women Business Enterprise Program (MWBE)- NOTE- ALL BIDDERS FOR THE PRIME/GENERAL CONTRACT MUST COMPLETE AND SUBMIT WITH THE BID ALL FIVE DOCUMENTS ATTACHED.

___(*) City of Springfield Responsible Employer Ordinance (REO) Packet

BID DOCUMENTS

Specifications Packet

NOTE- ALL QUESTIONS REGARDING THE SPECIFICATIONS OR PROCESS OF THIS PROCUREMENT MUST BE IN WRITING, FACSIMILE TRANSMISSIONS ACCEPTABLE (413 787-6295), TO THE ATTENTION OF

The Office of Procurement

Lauren Stabilo, Chief Procurement Officer

City Hall, room 405

36 Court Street, Springfield MA 01103

Bid No. 12-141

Bid Schedule

September 21, 2011	Published in the Central Register
September 21, 2011	Published in Republican
September 21, 2011	Bid Packages Available
September 27, 2011	GC Question due to Office of Procurement by 4:00 P.M.
September 30, 2011	Questions Answered/Addendum
October 5, 2011	General Contract Bids due 2:00 P.M.
October 15, 2011	Estimated Start Date
October 14, 2012	Estimated Completion Date

GENERAL REQUIREMENTS/PROCEDURES

1. The City of Springfield is soliciting bids for the demolition of abandoned properties throughout the City of Springfield. The Work shall involve demolition of various sites to be identified at a future date during the contract period by the City of Springfield.
2. The Contract shall be a Unit Price Agreement with a "Not-To-Exceed Fixed Amount" of **Three Million Dollars (\$3,000,000.00)**. The Contract shall be awarded for a one year period and may include two (2) one-year (**\$3,000,000.00**) extensions at the discretion of the City of Springfield. The City of Springfield reserves the right, prior to the contract award, to determine the length of the initial contract term and option for renew, if any.
3. The City reserves the right to award the Contract to a single and/or multiple vendors, at the sole discretion of the City of Springfield.
4. The Contractor shall be compensated for each completed site in accordance with the provisions outlined herein and the agreed upon Unit Prices provided on the Bid Form of the Demolition/Deconstruction Price Agreement Contract.
5. Within five (5) business days prior to authorization to proceed on any building demolition, the Contractor shall meet with a representative from the City of Springfield Office of Housing to outline the limits of work and discuss specific requirements. In addition, verification of the quantities of materials to be demolished and disposed of for payment will be verified and agreed upon between the City of Springfield and the Contractor. Demolition or deconstruction cannot proceed until authorized by the City of Springfield, through its' Office of Housing. This meeting shall occur no later than five (5) business days from the City's initial request.
6. Work shall commence within three (3) business days upon authorization to proceed on a specific site, or unless otherwise directed by the City of Springfield. All work is to be completed within timeframe established between the City of Springfield Office of Housing and the Contractor during the site meeting. Payment by the Contractor of five hundred fifty (\$550) dollars for each and every calendar day the Contract extends beyond the agreed upon stipulated time, as liquidated damages, is hereby agreed to. The City may, at its discretion and in writing, extend the time for completion of the work.
7. The conditions of employment and minimum wage rates, as set forth by the Massachusetts Division of Occupational Safety shall prevail in the execution of the work under this contract. The Wage Schedule is attached to these specifications.

Invitation To Bid
Demolition/Deconstruction Price Agreement Contract
City of Springfield, Massachusetts

8. The Contractor shall be responsible for conducting the demolition or deconstruction work; the removal and disposal of all demolition and deconstruction materials and site debris, including any and all hazardous materials identified herein in accordance with local, state and federal regulations.
9. A Hazardous Materials Inspection of the specified buildings will be conducted by the Owner prior to the start of the work for a specific site. The Contractor shall refer to Sections 02080, 02081 and 02082 of this Invitation to Bid (IFB) for specific procedures and requirements prior to commencing building demolition under the Contract. The results of the testing for each prescribed building to be demolished will be provided to the Contractor prior to the start of the work.
10. In some situations, a Hazardous Materials Inspection will not be performed for a site building due to emergency circumstances such as fire and/or public safety. In those cases, all demolition materials and associated debris shall be disposed of as asbestos-containing material as specified in Section 02080 and as directed by the Owner's Representative. In addition, all other hazardous materials identified during the actual demolition process by the Owner's representative shall be removed and disposed of properly by the Contractor as part of the work of this contract.
11. The Contractor shall refer to Sections 02083 and 02084 for demolition and site restoration requirements.
12. The Contractor shall digitally photograph in sufficient quantity and quality each demolition site that is assigned to them and surrounding properties to document the conditions that exist prior to the commencement of demolition activities. A copy of digital photographs shall be submitted on a CD to the city prior to the commencement of demolition activities.
13. The Contractor shall conduct a thorough search of each building prior to demolition or deconstruction to ensure the building is vacant.
14. Upon completion of the work, the City of Springfield Office of Housing shall review and approve all completed demolition and deconstruction work and all associated paperwork prior to release of payment to the Contractor.
15. **EMERGENCY DEMOLITION**
 - Events will arise (i.e. fire, acts of nature, etc.) where the City of Springfield through its Building Commissioner and/or his designee will require immediate, on call, demolition services be provided by Contractor. Due to this need, it will be required that the Contractor provide an emergency contact who will be available twenty-four (24) hours a day/seven (7) days a week to respond to emergency demolition situations.
 - Upon notification of an emergency demolition need, the Contractor will be required to respond to such requests from the Building Commissioner and/or his designee within sixty (60) minutes either by phone and/or at an on-site meeting. The determination for the need of response via phone and/or on-site meeting will be at the sole discretion of the Building Commissioner and/or his designee and will be communicated at the time of the initial request.
 - The Building Commissioner and/or his designee will determine the equipment and/or labor requirements and quantities for each emergency demolition. These quantities will be agreed upon prior to full site mobilization. Final determination of emergency equipment and/or labor needs will be at the sole discretion of the Building Commissioner and/or his designee. Only equipment and/or labor time requested by the Building Commissioner and/or his designee will be reimbursed by the City.
 - Upon notification of an emergency demolition need, the Contractor must be able to provide full site mobilization, including equipment and personnel within ninety (90) minutes.

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- Contractors submitting a bid whose main headquarters are located further than sixty (60) miles from the City of Springfield limits must provide an "Emergency Response Plan" that details how they intend to fully mobilize an emergency demolition site within ninety (90) minutes of being notified of an emergency demolition need by the Building Commissioner.
- Failure to respond to an Emergency Demolition notification by the Building Commissioner and/or his designee within a timely manner will be considered grounds for the immediate termination of this contract.
- Failure to adhere to the provided Emergency Response Plan without prior approval from the City of Springfield will be considered grounds for immediate termination of this contract.

INSTRUCTIONS TO BIDDERS – NOTICE TO BIDDERS – TERMS AND CONDITIONS

General

1. The City of Springfield, acting through its Chief Procurement Officer, hereinafter called the Awarding Authority, will receive sealed Bid Proposals for the Demolition/Deconstruction Price Agreement Contract until **2:00 P.M. OCTOBER 5, 2011** at which time and place all bids will be publicly opened and read aloud in the Office of Procurement Bid Room. No bids will be accepted after the time and date specified.
2. The Contract shall be a Unit Price Agreement with a "Not-To-Exceed Fixed Amount" of **Three Million Dollars (\$3,000,000.00)** for the calendar period between October 15, 2011 and October 14, 2012. The Contract shall be awarded for a one year period and may include two (2) one-year (**\$3,000,000.00**) extensions at the discretion of the City of Springfield. The City of Springfield reserves the right, prior to the contract award, to determine the length of the initial contract term and option for renew, if any.
3. The City of Springfield reserves the right to award the contract to a single vendor or to multiple bidders at the sole discretion of the City of Springfield. It is anticipated that the contract will be awarded to at least the two lowest qualified bidders.
4. A certified check, treasurer's check, cashier's check, or bid bond, made payable to the City of Springfield in the amount of 5% of the total "Not-To-Exceed Fix Amount" of **Three Million Dollars (\$3,000,000.00)** must accompany each bid.
5. To be given consideration, all General bids must be accompanied by:
 - a). **CERTIFICATIONS:**
 - **Bid Form (completed & signed)**
 - **Collusion or Fraud Statement**
 - **Tax Certification Affidavit**
 - **Debarment Disclosure Form**
 - **Certification of OSHA Training**
 - **DCAM Update Statement & Certificate of Eligibility**
 - **EQUAL EMPLOYMENT OPPORTUNITY**

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- **Minority/Women Business Enterprise Program (MWBE) – NOTE – All Bidders for the General Contract MUST COMPLETE and submit with the bid ALL DOCUMENTS list in the MWBE Checklist, Section “A” – Forms for General Bidder**
 - **City of Springfield Responsible Employer Ordinances (REO) Packet**
6. Any bids may be withdrawn prior to the respective time scheduled for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for one-hundred and eighty (180) calendar days after opening of the bids. No telephone or telegraphic bid, change in bid or withdrawal of bid will be received or recognized.
 7. A Performance Bond and Labor and Materials Payment Bond in the amount of 100% of the total dollar award is required of the successful bidder.
 8. Any prospective bidder requesting a change in, or interpretation of, existing specifications or terms and conditions must do so within seven (7) business days (Saturdays, Sundays and holidays excluded) before scheduled bid opening date. All requests are to be in writing. No changes will be considered or any interpretation issued unless request is delivered to the Chief Procurement Officer, Lauren Stabilo, Office of Procurement, 36 Court Street, Springfield, MA 01103 within 7 days (Saturdays, Sundays and holidays excluded) BEFORE scheduled bid opening date.
 9. Bids which are incomplete, not properly endorsed, or signed or otherwise contrary to these instructions will be rejected as informal by the Chief Procurement Officer. **CONDITIONAL BIDS WILL NOT BE ACCEPTED.**
 10. By signing the bid, the Bidder certifies that no official or employee of the City of Springfield is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise there from and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
 11. Bidding procedures will be in accordance with the General Laws, Chapter 149, Section 44A to 44L inclusive, as amended by Acts of 1956, Chapter 590, Acts of 1957, Chapters 692 and 771, Acts of 1960, Chapter 604, Acts of 1961, Chapter 579, Acts of 1980, Chapters 484, Acts of 1984 and other applicable laws.
 12. If mailed, General Bids should be sent to the Department of Purchase, 36 Court Street, Room 405, Springfield, MA 01103, Attention Lauren Stabilo, Chief Procurement Officer, and the outside of the envelope shall be clearly marked “General Bid for Demolition – **Bid No. 12-141** in the lower left-hand corner.

DRAWINGS AND SPECIFICATIONS

1. A complete set of specifications and bid package will be available September 21, 2011 at www.biddocsonline.com (may be viewed electronically and hard copy requested) or at Nashoba Blue Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167). A refundable deposit of \$50.00, in the form of a certified or cashier's check to the order of “BidDocs ONLINE Inc.” is required. The deposit will be refunded to all who return the documents complete and in good condition to Nashoba Blue within 30 days of the opening of bids. If not returned, the deposit becomes the property of the awarding authority.

EXISTING CONDITIONS

1. Before submitting a quotation, each bidder must make a careful study of these specifications and proposal and fully assure himself as to the quality of the materials and the character of the workmanship required.

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2. Specific sites to be demolished and deconstructed have not been provided under this IFB and therefore are not available for review. However, all bidders are required to submit their proposals upon the following express conditions, which shall apply to and become a part of every bid received.
3. Bidders shall refer the Bid Form for the List of Unit Prices and additional requirements specified under this IFB.
4. Bidders are required to inform themselves fully relative to conditions under which the work is to be performed, and the Contractor must employ as far as possible such methods and means in the carrying out of his work as will not cause any interruption or interference with existing service and conditions.
5. All work material must comply in every respect with the Public Building Laws, City Regulations and Massachusetts State Department of Public Safety Regulations.

PREPARATION OF GENERAL BIDS

1. All bids must be on blank form for Bid Proposal annexed hereto, give the price for each item of work proposed in figures and must be signed by the bidder.
2. All General bids must be accompanied by the Bidder's DCAM Certificate of Eligibility and an DCAM Update Statement to be given consideration as well as a completed and signed Debarment Disclosure Form.
3. **BID SECURITY**
 - a. Each bid must be accompanied by a Bid Bond or Certified Check, drawn on a national bank or trust company, for not less than five percent (5%) of the total dollar amount made payable to the "City of Springfield". Said security to be returned to the bidder unless forfeited under the conditions herein stipulated. The security should be enclosed in the sealed envelope containing the bid. Such security shall be returned to all except the three lowest, responsible and eligible bidders within five (5) days, Saturdays, Sundays and legal holidays excluded, after formal opening of the bids.
 - b. The remaining security will be returned to the selected lowest, eligible bidders within three (3) days after the Owner and accepted bidder have executed a General Contract. If no contract has been so executed, the bid security will be returned at any time thereafter upon demand by the bidder so long as he has not been notified of the acceptance of his bid.
 - c. If all bids are rejected, all bid securities will be returned forthwith.
4. Bids may be withdrawn at any time prior to the designated time for the opening of bids. No bid may be withdrawn within one-hundred and eighty (180) calendar days after the actual date of the opening thereof.
5. If bid is withdrawn after the bid opening and prior to the one-hundred and eighty (180) calendar days the bidder shall forfeit deposit on bid as liquidated damages.
6. Bids will be compared on the basis of Total Aggregate Cost per Unit Price and Proposed Quantity as stated in the proposal.
7. The bidder shall agree to commence the overall contract within five (5) calendar days from the date of execution of the contract or issuance of the notice to proceed. The term of the Contract shall be

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awarded for a one year period and may include two (2) one-year extensions at the sole discretion of the City of Springfield.

8. The Awarding Authority may reject those informal bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures not properly initialed, alterations or irregularities of any kind; or the Awarding Authority may waive such formalities.
9. The Chief Procurement Officer, the Awarding Authority, reserves the right to reject any and/or all bids if it is in the public interest to do so.

SPECIAL JOB REQUIREMENTS

1. All components, materials, parts and labor executed under this contract shall be warranted for a period of no less than one (1) year from the date of substantial completion, except warranties in excess of one (1) year that are required by the contract Documents.

GENERAL CONTRACT AWARD

1. A Performance Bond and Labor and Materials Payment Bond in the amount of 100% of the total dollar award is required of the successful bidder.
2. The party to whom the Contract is awarded will be required to present forthwith the name of the surety company to be offered and to execute the contract and furnish a bond duly executed by a satisfactory surety company, within the limit stated in the proposal, after notification that the contract is ready for signature.
3. If this bid shall be accepted by the Authority, and the bidder shall fail to contract as aforesaid and to give bonds in the amount as specified in Section 3, within five (5) days (Saturdays, Sundays and legal holidays excluded) after presentation by the Awarding Authority, the Authority may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying the proposal shall become the property of the Authority as liquidated damages. After execution of the Contract and acceptance of the bond by the owner, the check or bid bond accompanying the proposal of the successful bidder shall be returned.
4. The Contractor shall not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto without previous written consent of the City of Springfield after presentation by the Awarding Authority.

ALTERNATES (If Any)

Not Applicable

ADDENDA AND INTERPRETATIONS

1. No interpretations of the meaning of the Specifications and Bid Package will be made by any bidder orally. Every request for such interpretation shall be in writing, addressed to Lauren Stabilo, Chief Procurement Officer, 36 Court Street, Springfield, MA 01103, Phone (413)787-6291, FAX (413)787-6295 and, to be given consideration, must be received at least seven (7) days prior to the date fixed for opening of the bids.
2. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the specifications and, if issued, will be sent to all prospective bidders at the respective addresses furnished for such purposes. Failure of any bidder to receive any Addenda or interpretations shall not relieve such bidder from any obligations under his bid as submitted.
3. All addenda so issued shall become part of the Specifications and Bid Package.

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MINORITY AND WOMEN BUSINESS ASSISTANCE REQUIREMENTS

1. *All bidders shall submit with their proposals an affirmative action plan, and all other required forms as set forth in the EEO section of the specifications. These requirements are mandatory and shall not be waived.*
2. The City of Springfield Department of Purchase hereby requires all bidders show a good faith effort in providing opportunities to eligible, bona fide minority and women owned and controlled businesses.
3. The Contractor shall supply the owner with the appropriate report forms that substantiate the Contractor's compliance with the minority business contract requirements.

PREVAILING WAGE RATES

- A. The conditions of employment and minimum wage rates as set forth by the Massachusetts Division of Occupational Safety, shall prevail in the execution of the work under the contract. The Wage Rate Schedule is contained in the Specifications.

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- B. In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the Commonwealth, or by the County, Town or District, or by persons contracting or subcontracting for such works (preference shall be given first to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months) at the commencement of their employment who are veterans as defined in clause forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such public work shall contain a provision to this effect. Each County, Town or District in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such Town, County, or District.

INSURANCE

1. The Contractor will be required to indemnify and save harmless the City of Springfield and their Consultants from all bodily injury and property damages that may occur due to his negligence or that of his employees, subcontractors, etc., during work under this contract, or all extra work covered by this contract in accordance with the following insurance policy limitations:

- A. Prior to Contract execution by the successful Bidder the Contractor shall secure and maintain for the duration of the project Comprehensive General Liability for bodily injury and property damage with a \$2,000,000.00 total each occurrence/aggregate limit that includes pollution hazards. This should be written on an ISO Occurrence Form 1993 edition or later. The Contractor and/or a subcontractor shall also secure and maintain a Contractor's Professional Pollution Liability policy for bodily injury and property damage with a \$1,000,000.00 total limit that includes pollution hazards covering: premise/operations, underground explosion and collapse hazard, products/completed operations, contractual, independent Contractors, broad form property damage and personal injury.

The Contractor shall secure and maintain an umbrella excess liability insurance policy providing limits of not less than \$3,000,000.00 each occurrence/aggregate, excess of the commercial general liability policy specified above as well as Contractor's Professional Pollution Liability.

The General Contractor and all subcontractors are required to carry Workmen's Compensation insurance.

All policies of liability insurance shall include the City of Springfield as named additional insured. Prior to Contract Execution by the successful bidder, the Contractor shall submit a certificate of insurance and a copy of the insurance policy.

- B. Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his Subcontractors to procure and maintain during the life of the subcontract, Subcontractor's Public Liability Insurance, including bodily injury, and Property Damage.

The Contractor shall require each of his Subcontractors to provide and maintain during the life of the subcontract, workmen's compensation insurance, pursuant to MGL c.152.

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2. Prior to starting work on this contract, the Contractor shall deposit with the Authority's Chief Procurement Officer certificates from the insurers to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificate must be on a form satisfactory to the Authority's Chief Procurement Officer.
3. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City of Springfield so as to save the Authority harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for any one in his employ during execution of the work.
4. Except and otherwise stated herein, the Contractor shall also carry bodily injury and property damage insurance in amounts not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this work.
5. No cancellation of any insurance whether by the insurer or by the insured shall be effective unless written notice thereof is given to the Authority at least thirty days prior to the intended effective date thereof, which date has been expressed in the notice. Prior to the effective date of any such cancellation the Contractor shall take out new insurance to cover the policies so canceled. The insurance companies shall remain liable however, until new and satisfactory insurance policies have been delivered to and accepted by the Authority.
6. The Contractor shall, before commencing work, provide by insurance for payment of Workmen's Compensation and the furnishings of other benefits under Chapter 152 of the General Laws (Ter. Ed.) to all persons employed under the contract, and he shall continue such insurance in force and effect during the term thereof.

MISCELLANEOUS

1. The City of Springfield is exempt from the payment of Federal Excise Tax. Prices quoted herein are not to include these taxes.
2. The right is reserved to make changes in the work without affecting the validity of the contract, the value of such alteration to be added or taken away from the contract prices as provided for in the agreement. Any additional compensation will be allowed only after price agreement and authorization by the Awarding Authority.
3. No alterations shall be made in the work described by the specifications except upon written order of the Awarding Authority and when so made the value of the work added or omitted shall be computed and the amount so ascertained shall be added or deducted from the contract price.
4. The Contractor is to give proper authorities notice relating to the work, obtain official permits when required and pay all proper fees for the same.
5. All materials used shall be of the very best quality of their respective kinds and all of the work performed shall be executed in the most skillful and workmanlike manner and both materials under and work performed shall, in every respect, meet the complete satisfaction of the Chief Procurement Officer or his authorized agent. The bidder to whom a contract is awarded guarantees to the City of Springfield all equipment, materials and/or workmanship for a period or one (1) year after the final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the Authority.

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6. The premises shall be kept clean and free from debris. Upon daily completion of work, all rubbish and surplus materials then remaining in or about the building or grounds shall be removed promptly, leaving the premises in perfect and proper condition. The property shall be kept boarded and secured throughout the duration of the asbestos abatement and pre-demolition work.
7. The Contractor shall be responsible for all materials delivered in connection with this work, and shall pay all charges for the cartage, scaffolding, planking, and erecting materials and replace all materials and apparatus which may become damaged or stolen before final acceptance of work.
8. If in the judgment of the Chief Procurement Officer any property is needlessly damaged by an act or omission of the Contractor or his employees, servants or agents, the amount of such damages shall be determined by the Chief Procurement Officer of the City of Springfield and such amount shall be deducted from any money due the Contractor or may be recovered from said Contractor in actions at law.
9. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and acts of God.

EMERGENCY DEMOLITION

1. Events will arise (i.e. fire, acts of nature, etc.) where the City of Springfield through it's Building Commissioner and/or his designee will require immediate, on call, demolition services be provided by Contractor. Due to this need, it will be required that the Contractor provide an emergency contact who will be available twenty-four (24) hours a day/seven (7) days a week to respond to emergency demolition situations.
2. Upon notification of an emergency demolition need, the Contractor will be required to respond to such requests from the Building Commissioner and/or his designee within sixty (60) minutes either by phone and/or at an on-site meeting. The determination for the need of response via phone and/or on-site meeting will be at the sole discretion of the Building Commissioner and/or his designee and will be communicated at the time of the initial request.
3. The Building Commissioner and/or his designee will determine the equipment and/or labor requirements and quantities for each emergency demolition. These quantities will be agreed upon prior to full site mobilization. Final determination of emergency equipment and/or labor needs will be at the sole discretion of the Building Commissioner and/or his designee. Only equipment and/or labor time requested by the Building Commissioner and/or his designee will be reimbursed by the City.
4. Upon notification of an emergency demolition need, the Contractor must be able to provide full site mobilization, including equipment and personnel within ninety (90) minutes.
5. Contractors submitting a bid whose main headquarters are located further than sixty (60) miles from the City of Springfield limits must provide an "Emergency Response Plan" that details how they intend to fully mobilize an emergency demolition site within ninety (90) minutes of being notified of an emergency demolition need by the Building Commissioner.
6. Failure to respond to an Emergency Demolition notification by the Building Commissioner and/or his designee within a timely manner will be considered grounds for immediate termination of this contract.
7. Failure to adhere to the provided Emergency Response Plan without prior approval from the City of Springfield will be considered grounds for immediate termination of this contract.

BID FORM

**DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT
(OCTOBER 15, 2011 – OCTOBER 14, 2012)**

Bid No. 12-141 Opening Date: October 5, 2011

- A. The undersigned proposes to furnish all labor and materials required for the demolition or deconstruction of various properties located in Springfield, Massachusetts, in accordance with the accompanying specifications prepared by the City of Springfield Office of Housing for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. The Contract shall be a Unit Price Agreement with a "Not-To-Exceed Fixed Amount" of **Three Million Dollars (\$3,000,000.00)** for the calendar period between October 15, 2011 and October 14, 2012. The Contract shall be awarded for a one year period and may include two (2) one-year (**\$3,000,000.00**) extensions at the discretion of the City of Springfield. The City of Springfield reserves the right, prior to the contract award, to determine the length of the initial contract term and option for renew, if any.
- C. The Contract may be assigned to one and/or multiple bidders at the sole discretion of the City of Springfield.
- D. This bid included addenda numbered _____, _____, _____, _____.

E. Information and Guidance for Cost Proposal/Unit Price:

- Unit Prices shall be provided by the Contractor as a means of compensation for work performed and shall be based upon the requirements outlined by this IFB as well as the description of work and proposed quantity to be performed under the Contract.
- Costs for each Unit Price shall include all labor, materials, indirect/direct costs, overhead, profit, disposal fees, permits and other incidental costs associated with performance of the work.
- Proposed Quantity – refers to the number of items affected by each task that are included in the determination of the Total Cost.
- Bidders shall multiply the Estimated Quantity by their proposed Unit Price to obtain the Total Cost for each Task item. All Task items shall then be added together to achieve the Total Aggregate Cost for the bid.
- The Contract will be awarded based upon the lowest Total Aggregate Cost.
- For estimating purposes, Bidders shall consider the following description as a typical site to be demolished and deconstructed under the Contract:

Average Lot Size = 8,500 square feet
Average Building Size (Square Footage) = 3,200 SF
Average Building Size (Cubic Yard) = 1,185 CY
Typical Construction (concrete foundation, wood framing, brick walls, shingled roofs)
Adjacent out buildings (shed, garage)
Site Access – Very limited due to adjacent buildings

- Within five (5) business days prior to authorization to proceed on any building demolition, the Contractor shall meet with a representative from the City of Springfield Office of Housing to outline the limits of work and discuss specific requirements.
- Verification of the quantities of materials to be demolished and disposed of for payment will be agreed upon between the City of Springfield and the Contractor.
- Work shall commence within three (3) business days upon authorization to proceed on a specific site, or unless otherwise directed by the City of Springfield.

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- F. The undersigned as bidder declares that the only persons or parties interested in this proposal as principles are those named therein; that this proposal is made with out collusion with any other firm; that the undersigned has carefully examined the proposed form of contract and the plans and specifications therein referred to; and the undersigned proposes and agrees if this proposal is accepted that he will contract with the awarding authority to provide all necessary machinery, tools, apparatus and other means of construction to do all work and furnish all materials specified in the contract in the manner and time therein described and according to the City's requirements therein set forth.
- G. The undersigned agrees that if he is selected as General Contractor, that within five days, Saturdays, Sundays and legal holidays, excluded, after presentation thereof by Awarding Authority, execute a Contract in accordance with the terms of this bid and furnish a Performance Bond and also a Labor & Materials or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of 100% of the contract price, the premiums for which are to be paid by the General Contractor and are included in the contract price.
- H. The undersigned hereby certified that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations applicable to the awards made subject to section forty-four A.
- I. **Emergency Demolition:**
- The undersigned agrees that they will respond via phone and/or on-site meeting to all Emergency Demolition requests within sixty (60) minutes of receipt of phone notification from the Building Commissioner and/or his designee.
 - The undersigned agrees full site mobilization of equipment and personnel will occur within ninety (90) minutes or less of receipt of phone notification from the Building Commissioner and/or his designee.
 - The undersigned agrees that the Building Commissioner and/or his designee will determine the equipment and labor requirements and quantities for each emergency demolition. These quantities will be agreed upon prior to full site mobilization. Final determination of emergency equipment and/or labor needs will be at the sole discretion of the Building Commissioner and/or his designee. Only equipment and/or labor time requested by the Building Commissioner and/or his designee will be reimbursed by the City.
 - The undersigned bidder agrees to provide an emergency contact that will be available 24 hours a day and 7 days a week to coordinate mobilization of emergency demolitions sites.
 - The undersigned agrees that if their business headquarters is located further than sixty (60) miles outside of the City of Springfield boundaries, in order to be considered a "responsible bidder" they must include within this bid an emergency response plan for how they intend to be available to mobilize equipment and personnel in the event of an emergency demolition situation.
 - *The undersigned agrees that failure to respond to emergency demolitions in a timely manner, as specified above, will be grounds for immediate termination of this contract.*
- J. The undersigned further certifies under the penalties of perjury that this bid in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection, the "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- K. The undersigned certified under penalties 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 29, or any other applicable debarment provisions of any other chapter of the General laws or any rule or regulations promulgated there under.

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Date: _____ / _____ / _____

(Name of General Bidder & Title)

(Business Address)

(City)

(State)

(Zip Code)

(_____) _____
(Business Phone)

(_____) _____
(Fax)

EMERGENCY DEMOLITION

Emergency Contact Person: _____
(Name of Emergency Contact & Title)

(_____) _____
(Emergency Contact Number)

If General Bidder is located further than sixty (60) miles from the City of Springfield, bidder is required to detail an "Emergency Response Plan" for how they will fully mobilize necessary employees and equipment to designated sites within ninety (90) minutes of receiving phone notification from the Building Commissioner:

By: _____
(Signature of Person Signing Bid & Title)

- If a corporation, it must be signed and sealed by a duly authorized officer.
- If a partnership, so state, and give names and residential addresses of all partners.
- If an individual, so state, and give residential address if different from business address and sign.

**LIST OF UNIT PRICE
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT
(REVISED 2011)**

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
TASK 1 - MOBILIZATION/DEMOLITION					
1A	Site Mobilization	Mobilize equipment, labor and supplies to site; Retain required permits; Perform utility disconnects (water, sewer, electric, gas)	40 Sites	\$ _____/Each	\$ _____
1B	Utility Disconnect (Phone, Cable)	Coordinate utility disconnects	40 Sites	Utility Fees Plus 10%	Not Applicable
1C	Site Demobilization	Completed and approved punchlist; Remove equipment and materials from site; Submit waste disposal bill of laddings and/or waste manifests	40 Sites	\$ _____/Each	\$ _____
1D	Police Detail	Coordinate and provide police detail in four (4) hour increments as authorized by the City of Springfield.	40 Sites	4 Hour Shifts/Cost Plus 10%	Not Applicable
TASK 2 - DEMOLITION - TRADITIONAL					
2A	Demolition of Wood Building Structures (Including Brick Veneer Buildings)	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris down to (4) feet below finish grade. (Estimated 18 Sites) <i>Note: Volume of structure to be measures in-place per cubic yard</i>	35,000 Cubic Yards	\$ _____/Cubic Yard	\$ _____
2B	Demolition of Masonry and Brick Building Structures	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris down to four (4) feet below finish grade. (Estimated 10 Sites) <i>Note: Volume of structure to be measures in-place per cubic yard</i>	12,000 Cubic Yards	\$ _____/Cubic Yard	\$ _____
2C	Demolition of Concrete & Brick Structures or Foundations	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris below four (4) feet of finish grade. (Estimated 10 Sites) <i>Note: Actual volume of concrete and brick to be measured in-place. Concrete shall be assumed to contain steel reinforcing bars.</i>	350 Cubic Yards	\$ _____/Cubic Yard	\$ _____

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 2 - DEMOLITION - TRADITIONAL - (Continued)</i>					
2D	Demolition of Driveways/Walkways	Demolition, excavate, load, haul off-site and legally dispose of. <i>Note: Volume of driveway or walkway to be measured in-place per square foot.</i>	30,000 Square Feet	\$ _____ /Square Foot	\$ _____
2E	Provide Structural Fill	Provide new structural fill, haul, spread and compact to specifications. (Estimated 3 Sites) <i>Note: Use of existing soil on-site for structural fill shall be subject to approval of the Owner and shall be included with the work outlined under Items 2A, 2B and 2C above. Compaction Testing to be provided by Owner at no cost to the Contractor.</i>	14,000 Tons	\$ _____ /Ton	\$ _____
2F	General Household Waste Removal	Remove, load, haul off-site and legally dispose of general household waste and debris located at the building interior and within the property lot line. (Estimated 4 Sites) <i>Note: Up to 5% of the volume of the structure will require removal and disposal of general household waste and this work shall be included in Items 2A, 2B & 2C. Item 2F shall apply for any additional material above and beyond 5%.</i>	240 Cubic Yards	\$ _____ /Cubic Yard	\$ _____

LIST OF UNIT PRICES -- (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
TASK 3 - EMERGENCY DEMOLITION (Continued)					
3A	Temporary Fencing	Provide temporary, chain-link fencing along the perimeter of the site prior to and throughout the duration of work.	250 Feet	\$ _____ /Linear Foot	\$ _____
3B	Equipment Rental - Excavator	Provide "50,000lb. - 74,999 lb." Excavator and operator for emergency demolition activities.	15 Hours	\$ _____ /Hour	\$ _____
3C	Equipment Rental - Excavator	Provide "75,000 lb and/or greater" Excavator and operator for emergency demolition activities.	4 Hours	\$ _____ /Hour	\$ _____
3D	Equipment Rental - Bobcat	Provide Bobcat and operator for emergency demolition activities.	2 Hours	\$ _____ /Hour	\$ _____
3E	Labor	Provide additional laborer(s) to stabilize site and assist during emergency demolition activities.	19 Hours	\$ _____ /Hour	\$ _____
TASK 4 - SITE RESTORATION					
4A	Approved Topsoil	Provide new topsoil, haul, and spread in-place -3 inch minimum depth. (Estimated 30 Sites)	1,050 Tons	\$ _____ /Ton	\$ _____
4B	Approved Seed and Mulch	Provide seed and mulch, spread in-place -- 2 inch minimum depth. (Estimated 30 Sites)	750 Cubic Yards	\$ _____ /Cubic Yard	\$ _____
TASK 5 - ASBESTOS ABATEMENT - FULL DEMOLITION OF BUILDING AS ACM					
5A	Asbestos Abatement -- (Supervisor)	Removal and proper packaging of identified asbestos-containing materials discovered during demolition work. Unit price shall be based upon an eight (8) hour work day (8:00 AM - 4:30 PM)	5 Man Days	\$ _____ /Man Day	\$ _____
5B	Asbestos Abatement - (Worker)	Removal and proper packaging of identified asbestos-containing materials discovered during demolition work. Unit price shall be based upon an eight (8) hour work day (8:00 AM - 4:30 PM)	5 Man Days	\$ _____ /Man Day	\$ _____
5C	Demolition of Wood Building Structures (Including Brick Veneer Buildings)	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris down to four (4) feet below finish grade. All Demolition debris to be disposed of as ACM. (Estimated 4 Sites) Note: Volume of structure to be measured in-place per cubic yard	5,500 Cubic Yards	\$ _____ /Cubic Yard	\$ _____

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
TASK 5 - ASBESTOS ABATEMENT - FULL DEMOLITION OF BUILDING AS ACM - (Continued)					
5D	Demolition of Wood Building Structures (Including Brick Veneer Buildings)	Demolition, excavate, load, haul off-site and legally dispose of all demolition debris down to four (4) feet below finish grade. All Demolition debris to be disposed of as ACM. (Estimated 1 Site) <i>Note: Volume of structure to be measured in-place per cubic yard</i>	1,375 Cubic Yards	\$ _____ /Cubic Yard	\$ _____
TASK 6 - ASBESTOS ABATEMENT - TRADITIONAL - (40 SITES)					
6A	Asbestos Abatement & Disposal	Layered Paper on Duct	520 Linear Feet	\$ _____ /Linear Foot	\$ _____
6B	Asbestos Abatement & Disposal	Duct Sealant	1,000 Square Feet	\$ _____ /Square Foot	\$ _____
6C	Asbestos Abatement & Disposal	Pipe Fitting Insulation on Fiberglass Lines	115 Each	\$ _____ /Each	\$ _____
6D	Asbestos Abatement & Disposal	Pipe and Fitting Insulation	2,500 Linear Feet	\$ _____ /Linear Foot	\$ _____
6E	Asbestos Abatement & Disposal	Boiler Jacking	2,000 Square Feet	\$ _____ /Square Foot	\$ _____
6F	Asbestos Abatement & Disposal	Boiler Breaching	1,000 Square Feet	\$ _____ /Square Foot	\$ _____
6G	Asbestos Abatement & Disposal	Hot Water Tank Insulation	1,000 Square Feet	\$ _____ /Square Foot	\$ _____

LIST OF UNIT PRICES -- (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 6 - ASBESTOS ABATEMENT - TRADITIONAL - (Continued)</i>					
6H	Asbestos Abatement & Disposal	Floor Tile and Mastic	10,000 Square Feet	\$ _____ /Square Foot	\$ _____
6I	Asbestos Abatement & Disposal	Linoleum and Backing	2,000 Square Feet	\$ _____ /Square Foot	\$ _____
6J	Asbestos Abatement & Disposal	Sheetrock & Joint Compound	7,000 Square Feet	\$ _____ /Square Foot	\$ _____
6K	Asbestos Abatement & Disposal	Wall & Ceiling Plaster	5,000 Square Feet	\$ _____ /Square Foot	\$ _____
6L	Asbestos Abatement & Disposal	Cellulose/Vermiculite Wall & Ceiling Insulation	4,500 Square Feet	\$ _____ /Square Foot	\$ _____
6M	Asbestos Abatement & Disposal	Spray-Applied Fireproofing	500 Square Feet	\$ _____ /Square Foot	\$ _____
6N	Asbestos Abatement & Disposal	Acoustical Ceiling Applications	2,000 Square Feet	\$ _____ /Square Foot	\$ _____
6O	Asbestos Abatement & Disposal	Suspended Ceiling Tile	500 Square Feet	\$ _____ /Square Foot	\$ _____
6P	Asbestos Abatement & Disposal	Sink Coating	5 Each	\$ _____ /Each	\$ _____

LIST OF UNIT PRICES -- (Continued)

DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 6 - ASBESTOS ABATEMENT - TRADITIONAL - (Continued)</i>					
6Q	Asbestos Abatement & Disposal	Mastic Behind Wall Board	1,500 Square Feet	\$ _____ /Square Foot	\$ _____
6R	Asbestos Abatement & Disposal	Transite Wall Board	1,000 Square Feet	\$ _____ /Square Foot	\$ _____
6S	Asbestos Abatement & Disposal	Transite Shingles/Siding	10,000 Square Feet	\$ _____ /Square Foot	\$ _____
6T	Asbestos Abatement & Disposal	Transite Pipe	30 Linear Feet	\$ _____ /Linear Foot	\$ _____
6U	Asbestos Abatement & Disposal	Door and/or Window Caulk	10 Linear Feet	\$ _____ /Linear Foot	\$ _____
6V	Asbestos Abatement & Disposal	Window Caulking & Glazing (As Whole Unit)	300 Each	\$ _____ /Each	\$ _____
6W	Asbestos Abatement & Disposal	Fire Door(s)	1 Each	\$ _____ /Each	\$ _____
6X	Asbestos Abatement & Disposal	Foundation Waterproofing	5,000 Square Feet	\$ _____ /Square Foot	\$ _____
6Y	Asbestos Abatement & Disposal	Boiler Demolition - As ACM (4' long x 2' high x 2' wide)	15 Each	\$ _____ /Each	\$ _____

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 6 -- ASBESTOS ABATEMENT - TRADITIONAL - (Continued)</i>					
6Z	Asbestos Abatement & Disposal	Boiler Demolition - As ACM (6' long x 4' high x 4' wide)	1 Each	\$ _____ /Each	\$ _____
6AA	Asbestos Abatement & Disposal	Boiler Demolition - As ACM (8' long x 5' high x 5' wide)	1 Each	\$ _____ /Each	\$ _____
6BB	Asbestos Abatement & Disposal	Chimney Flue Packing Material	70 SF	\$ _____ /Square Foot	\$ _____
6CC	Asbestos Abatement & Disposal	Pipe and Fitting Insulation (via Glove Bag method)	1,000 LF	\$ _____ /Linear Foot	\$ _____
<i>TASK 7 -- OIL TANK REMOVAL - ABOVE GROUND STORAGE TANKS (AST)</i>					
7A	Above Ground Storage Tank (AST) (Up to 600 Gallons)	Remove liquid; Clean-out tank and feed lines; Remove and dispose of tank	15 Each	\$ _____ /Each	\$ _____

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 8 - OIL TANK REMOVAL - UNDERGROUND STORAGE TANKS (UST)</i>					
8A	Underground Storage Tank (UST)	Permits; Excavate; Remove liquid; Clean-out tank and feed lines; Disconnect tank; Remove and dispose of tank (Includes backfill)	1 Each	\$ _____/Each	\$ _____
8B	Underground Storage Tank (UST) (1-1000 Gallons)	Permits; Excavate; Remove liquid; Clean-out tank and feed lines; Disconnect tank; Remove and dispose of tank (Includes backfill)	1 Each	\$ _____/Each	\$ _____
8C	Underground Storage Tank (UST) (1001 - 5000 Gallons)	Permits; Excavate; Remove liquid; Clean-out tank and feed lines; Disconnect tank; Remove and dispose of tank (Includes backfill)	1 Each	\$ _____/Each	\$ _____
8D	Underground Storage Tank (UST) (> 10,000 Gallons)	Permits; Excavate; Remove liquid; Clean-out tank and feed lines; Disconnect tank; Remove and dispose of tank (Includes backfill)	0.1 Each	\$ _____/Each	\$ _____
8E	Oil Disposal	Transport and disposal	50 Gallons	\$ _____/Gallon	\$ _____
8F	Oily Sludge	Transport and disposal (Non-Rebatch)	50 Gallons	\$ _____/Gallon	\$ _____
8G	Oil Impacted Soil	Transport and disposal (Non-Rebatch)	25 Tons	\$ _____/Ton	\$ _____
8H	Oily Sludge	Transport and disposal (Rebatch)	50 Gallons	\$ _____/Gallon	\$ _____

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO. TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 8 - OIL TANK REMOVAL - UNDERGROUND STORAGE TANKS (UST) - (Continued)</i>				
8L	Contaminated Concrete Removal <i>Note: Includes crushing and demolition of concrete walls, slabs, etc. Concrete shall be assumed to contain steel reinforcing bars.</i>	10 Tons	\$/Ton	\$ _____
8I	Oil Impacted Soil Transport and disposal (Rebatch)	25 Tons	\$/Ton	\$ _____
8J	Contaminated Soil Removal Excavate, dewater and load for proper disposal.	50 Tons	\$/Ton	\$ _____
8K	Contaminated Soil Removal Excavate and load for proper disposal.	50 Tons	\$/Ton	\$ _____
<i>TASK 9 - MISCELLANEOUS HAZARDOUS MATERIALS</i>				
9A	PCB-Containing Ballast Remove and proper disposal	100 Each	\$/Each	\$ _____
9B	Fluorescent Light Tubes Remove and proper disposal	100 Each	\$/Each	\$ _____

LIST OF UNIT PRICES - (Continued)
DEMOLITION/DECONSTRUCTION PRICE AGREEMENT CONTRACT

NO.	TASK	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<i>TASK 9 - MISCELLANEOUS HAZARDOUS MATERIALS (Continued)</i>					
9C	Asbestos Roofing Material	Remove and proper disposal of the non-friable roofing materials in accordance with Massachusetts DEP Regulations and OSHA Regulations. Includes any and all asphaltic roofing material.	300 Cubic Yards	\$ _____/Cubic Yard	\$ _____
9D	Paint, Thinner, Antifreeze, Household Waste	Remove and proper disposal	20 Gallons	\$ _____/Gallon	\$ _____
9E	Hazardous Waste Disposal (Lead)	Loading, transport and proper disposal of demolition debris as lead hazardous waste.	30 Cubic Yards	\$ _____/Cubic Yard	\$ _____
TOTAL AGGRERATE COST					\$ _____

REQUIREMENTS FOR REIMBURSEMENT OF UNIT PRICES:

Task 1 - Mobilization/Demobilization

- One (1) mobilization/demobilization shall be applicable per site under this Contract. Any additional charges associated with remobilization/demobilization at a site shall be subject to approval by the City of Springfield.
- Copies of paid invoices or receipts shall be provided for the utility disconnects for each site, subject to a 10% mark-up by the Contractor.
- All police detail work required shall be authorized by the City of Springfield.

Task 2 – Demolition – Traditional

- For reimbursement under Items 2A & 2B the interior volume of a structure shall be calculated by determining the total volume of the existing structure in cubic feet and then converting it to cubic yards for payment. The volume of the structure shall include the ground floor up to the attic space. The attic volume calculation shall take into account a pitched roof, if present. This shall be performed prior to the start of the work and the actual quantities shall be agreed upon between the City of Springfield and the Contractor.
- For reimbursement under Item 2C, the actual quantity of the concrete or brick foundation present will be calculated in cubic yards. However, removal of the foundation walls four (4) feet below grade to be broken up and left in place shall be part of the Unit Price work included under Items 2A and 2B.
- For reimbursement under Item 2D, the square footage of the area shall be calculated for payment. This shall be performed prior to the start of the work and the actual quantities shall be agreed upon between the City of Springfield and the Contractor.
- For Item 2E a bill of landing or dump receipt shall be provided that shows the tonnage new material brought on-site for placement. All new material brought on-site shall also be subject to verification and approval by the City of Springfield prior to payment.
- For Item 2F, reimbursement shall be only apply for disposal of material above and beyond the 5% threshold volume and shall also be subject to verification and approval by the City of Springfield.

Task 3 – Emergency Demolition

- Items must be authorized by the City of Springfield's representative and will be used solely for emergency demolition activity as ordered by the Building Commissioner.
- For reimbursement under Items 3B-3E, manpower slips, signed by both the Contractor and City of Springfield's representative shall be required and amount of labor and required machines will be agreed upon prior to the start of emergency demolition. Reimbursement will not occur on any quantities of labor and/or deployment of machines not requested and authorized by the City of Springfield through it's Building Commissioner and Office of Housing.

Task 4 – Site Restoration

- For Item 4A, a bill of landing or dump receipt shall be provided for each item that shows the total tonnage of new material brought on-site for placement. All new material brought on-site shall also be subject to verification and approval by the City of Springfield prior to payment.
- For Item 4B, a bill of landing or receipt shall be provided that shows the total cubic yards of new material brought on-site for placement. All new material brought on-site shall also be subject to verification and approval by the City of Springfield prior to payment.

Task 5 – Asbestos Abatement – Full Demolition of Building as ACM

- For reimbursement under Items 5A & 5B, manpower slips, signed by both the Contractor and City of Springfield's representative shall be required on a daily basis.
- For reimbursement under Items 5D & 5E, the volume of a structure shall be calculated by determining the total volume of the structure in cubic feet and then converting it to cubic yards for payment. This shall be performed prior to the start of the work and the actual quantities shall be agreed upon between the City of Springfield and the Contractor.
- Removal of any concrete & brick structures below four (4) feet of finish grade will be reimbursed under Item 2C.

Task 6 – Asbestos Abatement – Traditional

- Quantities of all asbestos-containing materials to be removed and disposed shall be verified and agreed upon between the City of Springfield and the Contractor prior to the start of the work.

Task 7 – Oil Tank Removal - Above Ground Storage Tank (AST)

- Quantities and size of Above Ground Storage Tanks (AST's) removed and disposed shall be verified and agreed upon between the City of Springfield and the Contractor prior to the start of the work.

Task 8 – Oil Tank Removal – Underground Storage Tank (UST)

- All work shall be subject to approval and direction of the City of Springfield's Licensed Site Professional (LSP) in all aspects of the removal and disposal of the tank and any associated soil remediation.
- Quantities and size of Underground Storage Tanks (UST's) removed and disposed shall be verified and agreed upon between the City of Springfield and the Contractor after excavation.
- All other items shall be tracked via bill of lading and manifests signed by both the Contractor and City of Springfield's LSP.

Task 9 – Miscellaneous Hazardous Materials

- Identification and quantification miscellaneous hazardous materials to be removed and disposed shall be verified and agreed upon between the City of Springfield and the Contractor prior to the start of the work.
- Manifests showing quantity of materials disposed of shall be provided to the City of Springfield.

OPTION TO RENEW

THE ORIGINAL CONTRACT PERIOD SHALL BE FOR A TERM OF ONE (1) YEAR. THE CITY OF SPRINGFIELD OFFICE OF PROCUREMENT, UPON THE MAYOR'S APPROVAL AND APPROPRIATION OF FUNDS, RESERVES THE RIGHT AT ITS OPTION TO RENEW THIS PRICE AGREEMENT FOR TWO (2) ADDITIONAL PERIODS OF ONE YEAR EACH.

- A. BIDDER TO INDICATE IF THEY WILL RENEW AGREEMENT FOR THE SECOND YEAR AND THIRD AND FINAL YEAR(S) AT THE ORIGINAL BID PRICE.

YES _____ NO _____

- B. IF NO TO "A", THE CONSUMER PRICE INDEX (C.P.I. - U), THE UNITED STATES CITY AVERAGE - ALL CONSUMERS AS DETERMINED BY THE BUREAU OF LABOR STATISTICS, SHALL BE UTILIZED FOR ANY PRICE ADJUSTMENT TO THE PREVIOUS YEAR'S PRICE(S). SUBSEQUENT YEAR'S PRICE(S) WILL NOT INCREASE GREATER THAN THE C.P.I. - U FOR THE PREVIOUS TWELVE (12) MONTHS. THIS INDEX WILL BE COMPUTED TWO (2) MONTHS PRIOR TO THE EXPIRATION OF THE AGREEMENT.

THE CITY OF SPRINGFIELD OFFICE OF PROCUREMENT WILL SUBMIT A RENEWAL IN WRITING APPROXIMATELY SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE PRICE AGREEMENT.

COMPANY NAME

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

City of Springfield, Massachusetts
Office of Procurement

MANDATORY SUBMISSION REQUIREMENTS

Proposals shall be typewritten or written in ink on the enclosed forms. Officials of Corporations shall designate their official titles. Partners or Sole Owners shall so state, giving names of all interested Parties. Bid must be submitted in a sealed container and shall be guaranteed for One Hundred and Eighty (180) days. Bidder shall not base Proposals on verbal information from any employee of the City. The City reserves the right to reject any or all bids.

Invitation to Bid For: Services: Demolition/Deconstruction of abandoned properties in the City of Springfield

Bid No. 12-141

Dept.: Office of Housing

Opening Date: October 5, 2011

Office of Procurement Submission Requirement Checklist

Bids must be received on or before the due date and must include the following, signed, & notarized as required: Failure to submit the following is cause for immediate REJECTION.

- _____ (1) Complete and Signed Bid Form
- _____ (2) Non-Collusion Statement
- _____ (3) Tax Certification Affidavit Signed & Notarized
- _____ (4) Affirmative Action Form, completed and signed
- _____ (5) Debarment Disclosure Form
- _____ (6) Bid Bond in the amount of 5% of bid
- _____ (7) DCAM Update Statement & Certificate of Eligibility
- _____ (8) City of Springfield Responsible Employer Ordinances (REO) Packet
- _____ (9) Receipt of all addenda if issued.
- _____ (10) *All other documents as requested in specifications of bid.*

Questions regarding the bid must be directed in writing to the Chief Procurement Officer no later than close of business on September 28, 2011. All communications should include reference to the bid number and opening date. Facsimile communications are acceptable.

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

(NAME OF PERSON SIGNING BID)

(SIGNATURE)

(COMPANY)

DEBARMENT DISCLOSURE FORM

PUBLIC CONTRACTS - DEBARMENT
CHAPTER 550, ACTS OF 1991

The said undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date: _____

Name of Bidder: _____

By: _____ Signature

Print Name & Title of Person Signing

Address

City, State, ZIP

Certification of OSHA Training

Please certify by writing your initials in the space provided below 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 shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Please initial: _____

- If a Corporation, signature and seal by duly authorized officer is required.
- If a partnership, so state and names and residential addresses of all partners are required.
- If an individual, so state and also indicate residential address if different than business address and also sign.

(Signature if required per above)

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance **at the time it submits its bid and afterwards if selected as the contractor**, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____

State Identification Number _____

Federal Identification Number _____

Company: _____

P.O. Box (if any): _____ Street Address Only: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer is a:

Corporation _____

Individual _____ Name of Individual: _____

Partnership _____ Names of all Partners: _____

Limited Liability Company _____ Names of all Managers: _____

Limited Liability Partnership _____ Names of Partners: _____

Limited Partnership _____ Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all United States Federal taxes required by law.

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

CITY OF SPRINGFIELD TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, _____ certify under the pains and penalties of perjury that _____,
(authorized agent) (Bidder/Proposer)
to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

Notary Public

STATE OF _____, 2010

County of _____, ss.

Then personally appeared before me [name] _____, [title] _____ of [company
name] _____, being duly sworn, and made oath that he/she has read the foregoing document, and knows the
contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act
and deed of [company name] _____.

My commission expires: _____
Notary Public

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT.

SPECIAL NOTICE TO AWARDING AUTHORITY
BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management
PRIME/GENERAL CONTRACTOR
UPDATE STATEMENT

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime/General Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability, and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER'S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Prime/General Contractor Update Statement on behalf of the bidder named below, that I have read this Prime/General Contractor Update Statement, and that all of the information provided by the bidder in this Prime/General Contractor Update Statement is true, accurate, and complete as of the bid date.

Bid Date

Print Name of Prime/General Contractor

Project Number (or
name if no number)

Business Address

Awarding Authority

Telephone Number

SIGNATURE⇒

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime/General contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. **MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.**
- This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime/General Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Asset Management Web Site: www.mass.gov/dcam.
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the *Instructions to Awarding Authorities* for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's Update Statement in making this determination. **Remember:** this information was not available to the Division of Capital Asset Management at the time of certification.
- The bidder's performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.
- AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT. Telephone (617) 727-9320 for an appointment.

Bidding Limits

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted,

when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

- Step 1** Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).
- Step 2** Determine the annual dollar value of the work to be performed on your project. This is done as follows:
- (i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.
 - (ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.
- Step 3** Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAM APPLICATION*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 + col. 8) (divided by)

Column 8 ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9) \$ _____

- If less than one year is left in the project schedule, write 1.
- If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone
	OWNER: Owner	Contact Person	Telephone
	DESIGNER: Designer	Contact Person	Telephone
	GC: GC	Contact Person	Telephone

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain. _____

PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

	YES	NO
1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your firm failed or refused to complete any punch list work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has your surety taken over or been asked to complete any of your work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic's lien against property in connection with work performed or materials supplied under any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have there been any deaths of an employee or others occurring in connection with any of your projects?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. You must report all requested information not previously reported on that DCAM Application for Prime/General Certificate of Eligibility.

The term "administrative proceeding" as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term "anyone with a financial interest in your firm" as used in this Section "T", shall mean any person and/or entity with a 5% or greater ownership interest in the applicant's firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).

	YES	NO
1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state's or federal procurement laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

	YES	NO
5. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?	<input type="checkbox"/>	<input type="checkbox"/>
10. Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA's Web Site at www.osha.gov	<input type="checkbox"/>	<input type="checkbox"/>
11. Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?	<input type="checkbox"/>	<input type="checkbox"/>
12. Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any other issues that you are aware which may affect your firm's responsibility and integrity as a building contractor?	<input type="checkbox"/>	<input type="checkbox"/>

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm’s business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? Yes No
If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT.

Attach here a copy of the list of completed construction projects which was submitted with your firm’s DCAM Application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – “Completed Projects” and the final page – “Certification” (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management.

BIDDER'S/PROPOSER'S CERTIFICATION

(This form is to be completed for all bids/proposals)

The undersigned *bidder/proposer* hereby certifies he/she will comply with the minority/women workforce percentage ratio and specific affirmative action steps contained in this program and will make good faith best efforts to comply with the Minority/Women Business Enterprise goals under these contract provisions, as well as all other requirements deemed necessary by the Contract Compliance Officer for this type of contract.

Bidder will include in any contract with a subcontractor the following conditions:

"The subcontractor agrees that he/she shall make good faith best efforts to comply with the Minority/Woman Workforce Ratio and the Minority/Women Enterprise compliance specified in the City of Springfield's Minority/Women Business Enterprise Program attached to the project specification."

Name of firm

Signature of Bidder/Proposer (authorized representative)

Title

Date

THE AWARDING AUTHORITY MAY REJECT ANY BID/PROPOSAL NOT ACCOMPANIED BY THIS CERTIFICATION.

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

MBE/WBE UTILIZATION REPORT

The City of Springfield in its commitment to equal opportunity for all its citizens and businesses, through the policies of the City requires all bidders on this project to make good faith best efforts to achieve the MBE/WBE participation goals. Bidder certifies that it intends to use the following utilization of such MBE/WBE's which shall include subcontractors, consultants, materials and supplies contracts. Bidder certifies that it will make substitution only as approved by the awarding authority in accordance with applicable law.

Name and address Of MBE/WBE	Telephone #	Nature of Work to be performed of work	\$ value
MBE/WBE _____			

Minority/Females Employees (check here) _____

\$Value of Work _____

Project Name _____ Project Bid # _____ Total Bid Amount: _____

Total MBE % _____ Total WBE % _____ Total MBE/WBE % _____

Should you need assistance in procuring MBE/WBE's please contact the City's Contract Compliance Officer at (413) 787-7762.

(Company Name) _____ (Address) _____

(Telephone) _____ (Authorized Signature) _____ (Date) _____

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT _____ BID NO. _____

A.) Bidder shall include Company Policy Statement which sets forth the Chief Executive Officer's attitude on equal employment opportunity.

B.) Company's Officer _____

NAME OF FIRM _____

NAME _____

POSITION OR TITLE _____

BUSINESS ADDRESS _____

CITY _____

TELEPHONE _____

C.) What is the total number of employees that is currently employed by your company?

Please provide a profile of your workforce.

D.) What is your anticipated work force for this project/service? _____

Number of Minorities _____ Number of Females _____

E.) Is your company a member of a union Yes ___ No ___. If yes what union local number and location. _____

F.) Describe company's advertising, recruiting efforts, and systematic contact with minority group organization, etc. and evidence that minority group members are being sought from all recruitment sources. _____

G.) Is your company at least 51% owned and controlled by one of the following groups members? If yes, would you kindly circle the appropriate categories.

MALE--FEMALE: Black, Hispanic, Asian, American Indian,
Alaskan Native, Cape Verdean, Caucasian.

AUTHORIZED SIGNATURE _____ DATE _____

FIRM _____

ADDRESS _____

TELEPHONE NO. _____

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

MBE/WBE LETTER OF INTENT

(To be completed by each MBE/WBE listed in the Bidder/Proposer's MBE/WBE Utilization Report (Form 2).

MBE/WBE Company Name _____ MBE/WBE Address _____

MBE/WBE Telephone _____

Project Name: _____ Project Location: _____

Please identify whether the above company is an: MBE ____ or WBE _____

1. The MBE/WBE company has been certified by SOMWBA (State Office of Minority/Women Business Assistance) and it has not changed its women/minority ownership, control, or management without notifying SOMWBA within thirty (30) days of such change.

2. I understand that if we are awarded the contract by the City of Springfield, we agree to negotiate an agreement in good faith with the above mentioned company. I also understand that our company, as Bidder, certifies that it will make substitution only as approved by the awarding authority in accordance with applicable law.

Bidding Company _____

Authorized Person's Signature _____

Date _____

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

**INFORMATION ON UNSUCCESSFUL CONTACT
OF MBE/WBE**

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

- 1. NAME OF MBE/WBE COMPANY CONTACTED:
- 2. ADDRESS OF COMPANY: _____
- 3. TELEPHONE NO.: _____
- 4. DATE CONTACTED: _____

How was contact made? *(Check appropriate answer)* Telephone # _____ In person _____

MBE/MBE Firm Declined Job: _____ Offer declined by: _____
(Name & Title)

MBE/WBE Firm offered to do the job at the price of \$: _____ which was determined to be too high based on our price : \$ _____.

MBE/WBE Company price was satisfactory, but the MBE/WBE Company was judged by our company to be unqualified for the job. Based on what factors? Please explain.

I certify under the pains and penalties of perjury that to my best knowledge and belief the above information is accurate and complete.

Bidding Company _____

Authorized Person's Signature _____ *Date* _____

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

SPRINGFIELD RESPONSIBLE EMPLOYER ORDINANCES PACKET

This packet contains eight forms and copies of two Springfield Ordinances, chapter 4.14 ["Springfield Employer Ordinance"] and chapter 4.15 ["Public Construction Employment for Springfield Residents, Minorities and Women"]. The ordinances are collectively known as Responsible Employer Ordinances ["REO"]. Bidders are advised to read and follow the requirements of the ordinances, which have the force of law in Springfield.

Chapter 4.14 applies to:

4.14.020 Compliance of bidders and subcontractors. All bidders and all subcontractors under the bidders for projects subject to M.G.L. Ch. 149, Sec. 44A(2), and M.G.L. Ch. 30, Sec. 39M and M.G.L. 149A.

Chapter 4.14 includes the following exceptions:

4.14.030 Exceptions. The provisions of this ordinance shall not apply to:

- A. Construction projects when the low general bid is less than two-hundred fifty thousand dollars (\$250,000);
- B. Work performed pursuant to subcontracts that are subject to M.G.L. Ch. 149, Sec. 44F and that were bid for less than twenty-five thousand dollars (\$25,000); and
- C. Re-bids for construction projects for which the city of Springfield receives fewer than three eligible and responsible general bids.

Chapter 4.15 applies to the following with exceptions noted:

4.15.020, D. "Public construction" means every contract awarded by the city for projects subject to M.G.L. c. 149 sec 44A(2); M.G.L. c. 149A and M.G.L. c. 30 sec 39M. Projects which cost less than two hundred and fifty thousand dollars (\$250,000.00); and projects undertaken by any regional commission or board to which the city is not the sole signatory are exempt from this chapter.

RESPONSIBLE EMPLOYER ORDINANCE CHECKLIST

Item number one must be submitted prior to the bid opening and items two through seven must be submitted with the bid or your bid may be rejected as not responsive.

Please enter your business name on the Bidder's Agreement form.

1. Bidder's Agreement to Comply with Responsible Employer Ordinance (MUST BE SUBMITTED IN A SEPARATE ENVELOPE PRIOR TO THE BID OPENING OR YOUR BID MAY BE REJECTED) (4.14.040 City form, 3 pages)
 2. Springfield Public Construction Employment Certification Form (SUBMIT WITH BID PACKAGE) (4.15.020.G, 4.15.030.E City form, 2 pages)
 3. Current DAT letters for each apprenticeable trade or occupation represented in the workforce for this project. (SUBMIT NO LATER THAN SEVEN (7) CALENDAR DAYS AFTER SUBMISSION OF YOUR BID OR YOUR BID WILL BE DISQUALIFIED. NOTE YOU MUST REQUEST THE LETTER FROM DAT AS SOON AS POSSIBLE AS IT MAY TAKE THEM MANY WEEKS TO PROVIDE YOU WITH A LETTER) (4.14.020.C, no document included)
 4. Documentary proof that the contractor will furnish industrial accident insurance coverage for all employees on the project as required by M.G.L. c. 152. (SUBMIT WITH BID PACKAGE) (4.14.020.E no document included)
 5. Documentary proof that the contractor will obtain a bona fide pension plan for all of its employees on the project. (SUBMIT WITH BID PACKAGE) (4.14.020.G no document included)
 6. Contractor's Health Insurance Compliance Statement that the contractor will furnish for each trade that it will employ health insurance as required by the ordinance. (SUBMIT WITH BID PACKAGE) (4.14.070 City form 2 pages)
 7. Contractor's Certification of Ability to Work in Harmony (SUBMIT WITH BID PACKAGE) (4.14.050 City form one page)
- Items eight through eleven are required of the selected contractors.
8. Springfield Public Construction Employee Reporting Form (SUCCESSFUL BIDDER SUBMITS WITHIN TEN DAYS OF EXECUTION OF THE CONTRACT) (4.15.020.H, 4.15.030.F City form one page)
 9. Only if the contractor wants to request a waiver of the requirements of chapter 4.15: Contractor's Waiver as to Springfield Responsible Employer Ordinance Requirements (SUCCESSFUL BIDDER SUBMITS WITHIN TEN DAYS OF EXECUTION OF THE CONTRACT) (4.15.040 City form 4 pages)
 10. Weekly Oath (4.14.020.H City form one page)
 11. Contractor's Weekly Submission of Records of Springfield Public Construction Employment Tracking System (4.15.020.I, 4.15.030.G City form one page)

Bid and/or Project No. _____

IMPORTANT: THIS DOCUMENT, SIGNED, MUST BE SUBMITTED IN A SEPARATE ENVELOPE PRIOR TO THE TIME OF THE BID OPENINGS OR YOUR BID MAY BE DISQUALIFIED.

**BIDDER'S AGREEMENT TO COMPLY WITH RESPONSIBLE
EMPLOYER ORDINANCE**

PLEASE ENTER BUSINESS NAME HERE:

Pursuant to the Responsible Employer Ordinances (Chapter 4.14 and Chapter 4.15), all bidders on this bid must agree, as part of their bid response, to comply with the following if the bidder is awarded the contract, or the bid will be rejected as not responsive:

1. The contractor agrees to comply with all Springfield Responsible Employer Ordinances as they currently exist and as they may from time to time be amended. (Copies of the ordinances have been provided as part of the bid package).
2. The contractor agrees to comply with the provisions of Massachusetts General Laws chapter 149 and to pay the appropriate lawful prevailing wage rates to employees.
3. The contractor agrees that the contractor shall maintain or participate in a bona fide apprentice training program as defined by Massachusetts General Laws, chapter 23, Sections 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 Workforce Development of the Commonwealth of Massachusetts and shall abide by the apprentice to journeyman ratio for each trade prescribed therein in the performance of the contract. A DAT letter proving the existence of a bona fide apprentice training programs must be provided with the bid response.

4. The contractor agrees to furnish, at its own expense, hospitalization and medical benefits for all individuals employed on the project or coverage which is at least equivalent to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by Massachusetts General Laws chapter 149, section 26 in establishing minimum wage rates. All such plans shall meet or exceed state requirements for such plans.

5. The contractor agrees to maintain appropriate industrial accident insurance coverage for all the employees employed on the project in accordance with Massachusetts General Laws chapter 152.

6. The contractor agrees that it shall properly classify employees employed on the project as employees rather than independent contractors and shall properly classify said employees accordingly for purposes of workers compensation insurance coverage, employment taxes, social security taxes, and income tax withholding pursuant to Massachusetts General Laws chapter 149, section 148B.

7. The contractor shall obtain a bona fide pension plan for all their employees employed on the project.

8. The contractor hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. Failure to provide labor that can work in harmony may result in any or all of the following: a fine of \$300.00 per day of violation, cessation of the contractor's work until compliance, withholding of payments due to the contractor until compliance, permanent removal of

the contractor from the project, assessment of costs incurred by the City as a result of the non-compliance, assessment of costs of lost work days for every employee of any employer prevented from working as a result of the non-compliance, liquidated compensatory damages in the amount of five percent (5%) of the dollar value of the contract.

9. The contractor agrees that it shall submit with its bid a written statement detailing for each trade that it will employ in the performance of the contract, a description as required by the ordinance of the health insurance that it will furnish to its employees.

10. During the entire duration of the project, the contractor agrees that an officer of the contractor shall certify, under oath, in writing, no less than weekly, that the contractor is in compliance with the city ordinances.

11. The contractor understands that if awarded the contract and if the contractor or any of its subcontractors fails to comply with the ordinances of the City, upon a vote by the city council, the contractor may be subject to any or all of the following: a fine of \$300.00 per day of violation, cessation of the contractor's work until compliance, withholding of payments due to the contractor until compliance, permanent removal of the contractor from the project, debarment from performing any work on future projects of the City for six months (first violation), three years (second violation), permanently (third violation).

Signature of Officer

Date

Print Name, title: _____

Bid and/or Project No. _____

THIS FORM MUST BE SUBMITTED WITH YOUR BID PACKAGE

**SPRINGFIELD PUBLIC CONSTRUCTION
EMPLOYMENT CERTIFICATION FORM**

Pursuant to the Responsible Employer Ordinances (Chapter 4.14 and Chapter 4.15), all bidders on this bid must agree, as part of their bid response, to comply with the following if the bidder is awarded the contract, or the bid will be rejected as not responsive:

1. The contractor agrees to comply with all Springfield Responsible Employer Ordinances as they currently exist and as they may from time to time be amended. (Copies of the ordinances have been provided as part of the bid package).

2. The contractor agrees to maintain a "Springfield public construction employment tracking system" as defined in the ordinance. The system must be a physical or electronic system, not just a handwritten sign-in sheet, maintained on a weekly basis that tracks all of the employees that are working on the project for the entire duration of the project. The Contractor shall submit tracking records weekly.

3. The contractor agrees that it shall provide employment as follows:

A. 35 % minimum, per craft, of the total project hours worked by Massachusetts residents employed by the contractor, to Springfield residents qualified by craft;

B. 20% minimum, per craft, of the total project hours worked by the contractor, to minorities qualified by craft;

C. 5% minimum, per craft, of the total project hours worked by the contractor, to women qualified by craft;

D. 5% minimum, per craft, of the total project hours worked by the contractor, to apprentices participating in a bona fide apprenticeship program, approved by the Commonwealth of Massachusetts Division of Apprentice Training.

4. For failure to comply with the above requirements of the City ordinance, upon three days written notice from the City to the contractor, the contractor may be subject to any or all of the following: a fine of \$300.00 per day of violation, cessation of the contractor's work until compliance, withholding of payments due to the contractor until compliance, permanent removal of the contractor from the project, liquidated compensatory damages in the amount of five percent (5%) of the dollar value of the contract.

BUSINESS NAME: _____

Signature of Officer

Date

Print Name: _____

Title: _____

Bid and/or Project No. _____

THIS FORM MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR'S HEALTH INSURANCE COMPLIANCE STATEMENT

A STATEMENT MUST BE SUBMITTED FOR EACH TRADE

Pursuant to Springfield Responsible Employer Ordinance
4.14.070, _____ (name of contractor)
submits the following statement regarding health insurance
to be provided to its employees in the following trade:
_____ (identity of trade)

1. The name and address of the Insurance Company or health
and welfare fund:

A bidder who in answer to #1 above identifies a multi-
employer health and welfare trust fund such as through a
union will be considered to have complied with the
requirement and need not answer questions 2 - 7, but MUST
sign the end of this document.

A bidder who in answer to #1 above does not identify a
multi-employer health and welfare trust fund such as
through a union MUST answer the following questions 2 - 7.
A "No" answer and a failure to attach documentation may
result in your being disqualified as a bidder.

2. A copy of the insurance binder, declarations page, or
other written proof of the insurance is attached hereto.

_____ Yes _____ No

3. A full and complete description of the scope of the
benefits provided to the employees and the amount of all
co-payments and deductibles is attached hereto.

_____ Yes _____ No

4. The cost of this insurance to the
Contractor is

\$ _____

Proof of this cost is attached hereto

5. The cost of this insurance to the Employee is

\$ _____

Proof of this cost is attached hereto

_____ Yes _____ No

6. A full and complete description of the minimum qualifications to be met by an employee to obtain this coverage is attached hereto.

_____ Yes _____ No

7. A list of the names and ONLY the last four digits of the social security number of each employee covered by this health insurance is attached hereto.

_____ Yes _____ No

BUSINESS NAME: _____

Signature of Officer of Contractor _____ Date

Print Name: _____

Title: _____

Bid and/or Project No. _____

THIS FORM MUST BE SUBMITTED WITH YOUR BID

CONTRACTOR'S CERTIFICATION OF ABILITY TO WORK IN
HARMONY

(name of contractor)

hereby certifies that it is able to furnish labor that can
work in harmony with all other elements of labor employed
or to be employed on this project.

Signature of Officer

Date

Print Name: _____

Title: _____

Bid and/or Project No. _____

THIS FORM MUST BE SUBMITTED TO THE SPRINGFIELD
CHIEF PROCUREMENT OFFICER BY THE SUCCESSFUL BIDDER
WITHIN TEN (10) DAYS OF THE EXECUTION OF THE
CONTRACT FOR THIS PROJECT

SPRINGFIELD PUBLIC CONSTRUCTION
EMPLOYEE REPORTING FORM

This form must be submitted by the contractor within ten
(10) calendar days from the date the contractor signs the
contract for the project.

(Please type or print the name of contractor)

hereby certifies that the attached lists contain the names
and addresses of the employees that have confirmed to the
contractor that they will be employed by the contractor on
this project.

1. List of Springfield residents
2. List of minority employees
3. List of employees who are women
4. List of employees who are apprentices and identify each
trade for which that employee is apprenticed.

Signature of Officer of Contractor:

Date: _____

Print Name: _____

Title: _____

Bid and/or Project No. _____

**THIS FORM MUST BE SUBMITTED TO THE SPRINGFIELD
CHIEF PROCUREMENT OFFICER BY THE SUCCESSFUL BIDDER
WITHIN TEN (10) DAYS OF THE EXECUTION OF THE
CONTRACT FOR THIS PROJECT**

**CONTRACTOR'S REQUEST FOR WAIVER AS TO SPRINGFIELD
RESPONSIBLE EMPLOYER ORDINANCE REQUIREMENTS**
(You may supply information by attaching
pages or documents containing details)

Pursuant to Springfield Responsible Employer Ordinance,
chapter 4.15.040,

(Please type or print the name of contractor)

hereby requests a full or partial waiver of the
requirements of the Springfield Responsible Employer
Ordinances as follows:

1. The contractor has submitted its Springfield Public
Construction Employee Reporting Form with this request for
waiver. _____ Yes _____ No
(Note, you may not request a waiver unless you have
submitted the Springfield Public Construction Employee
Reporting Form. 4.15.20, paragraph H)

2. The Contractor requests the following waiver

3. The contractor hereby states that there is an
insufficient pool of qualified persons available in the
required crafts to enable the contractor to comply with the
following requirements of the ordinance:

4. The contractor has provided with this request the
following documentation regarding its efforts to hire

Springfield residents, minorities, women, and/or apprentices:

A. Evidence of efforts conducted by the developer, contractor, subcontractor that shows a high level of effort to attempt to obtain said employees:

B. Advertising: local and otherwise

C. Solicitation of local companies for contracting purposes

Signature of Officer of Contractor _____ Date _____

Print Name: _____

Title: _____

THE CHIEF PROCUREMENT OFFICER OF THE CITY OF SPRINGFIELD WILL SUBMIT THIS REQUEST FOR WAIVER TO THE MONITORING COMMITTEE. THE MONITORING COMMITTEE WILL PROVIDE ITS RESPONSE TO THE CHIEF PROCUREMENT OFFICER WHO WILL INFORM THE CONTRACTOR OF THE DECISION.

Date of submission of request for waiver to Monitoring Committee and receipt by the Monitoring Committee:

LAUREN STABILO, Chief Procurement Officer

Date signed _____.

MONITORING COMMITTEE RESPONSE TO REQUEST FOR WAIVER

If the Monitoring Committee does not render a response to this request within two days of its receipt of the request, the request for waiver will be deemed to be approved.

All action by the monitoring committee shall be by majority vote of a quorum of the then appointed members. A quorum shall be no less than three (3) members.

The Monitoring Committee has reviewed the Contractor's request for waiver and finds and responds as follows:

Findings:

1. The contractor has _____ / has not _____ provided sufficient documentation regarding its efforts to hire the following for which it has requested the waiver: Springfield residents _____, Minorities _____, women _____, apprentices _____.

2. The documentation shows evidence of a high level of effort on behalf of the developer, contractor, and subcontractor to obtain said employees. Yes _____ No _____.

3. The effort to obtain said employees included
Local advertising Yes _____ No _____
Solicitation of local companies for contracting Yes _____ No _____

Response:

The response may be by the monitoring committee or a single sole representative appointed by the monitoring committee to make the response.

_____ Waiver is Granted

_____ Waiver is NOT Granted

SIGNATURE

DATE SIGNED

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ Date decision filed with City
Compliance Officer

(Compliance Officer Signature)

_____ Date decision filed with bidding
authority: Chief Procurement Officer

(CPO Signature)

_____ Date decision sent by registered or
certified mail to the Contractor.

(TYPE OR PRINT NAME OF PERSON MAILING)

(Type or print name of Designee of Monitoring Committee)

Bid and/or Project No. _____

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT AN ORIGINAL OF THIS FORM, WITH THE ORIGINAL SIGNATURE, NOT A COPY, WEEKLY TO

EDDIE CORBIN,
Contract Compliance Commissioner
and Compliance Officer
City of Springfield
233 Allen Street
Springfield, Massachusetts 01108
Tel: (413) 787-7762
Fax: (413) 787-6181

**CONTRACTOR'S WEEKLY OATH OF COMPLIANCE WITH
RESPONSIBLE EMPLOYER ORDINANCE**

(Please type or print name of contractor)
hereby certifies, under oath, that it is in total compliance with the Springfield Responsible Employer Ordinances Chapter 4.14 and 4.15.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

Signature of Officer

Date

Print Name: _____

Title: _____

Bid and/or Project No. _____

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT AN ORIGINAL OF THIS FORM, WITH THE ORIGINAL SIGNATURE, NOT A COPY, WEEKLY TO

EDDIE CORBIN,
Contract Compliance Commissioner
and Compliance Officer
City of Springfield
233 Allen Street
Springfield, Massachusetts 01108
Tel: (413) 787-7762
Fax: (413) 787-6181

CONTRACTOR'S WEEKLY SUBMISSION OF RECORDS
OF SPRINGFIELD PUBLIC CONSTRUCTION EMPLOYMENT
TRACKING SYSTEM

(Please type or print name of contractor.)

hereby submits its records from its Springfield Public Construction Employment Tracking System in compliance with the Springfield Responsible Employer Ordinances Chapter 4.15.020 I.

Signature of Officer

Date

Print Name: _____

Title: _____

AMENDING TITLE 4, OF THE REVISED ORDINANCES OF THE CITY OF
SPRINGFIELD, 1986, AS AMENDED HEREBY FURTHER AMENDED BY
STRIKING CHAPTER 4.14 IN ITS ENTIRETY AND INSERTING A NEW
CHAPTER 4.14 THERETO: SPRINGFIELD EMPLOYER ORDINANCE.

Title 4, of the Revised Ordinances of the City of
Springfield, 1986, as amended, hereby further amended by adding
the following new Chapter 4.14 thereto:

CHAPTER 4.14

SPRINGFIELD EMPLOYER ORDINANCE

Sections:

- 4.14.010 Purpose.
- 4.14.020 Compliance of bidders and subcontractors.
- 4.14.030 Penalties and enforcement.
- 4.14.040 Exceptions.
- 4.14.050. Requirements prior to bid opening
- 4.14.060. Work in "harmony".
- 4.14.070 Harmony clause--failure to comply--sanctions.
- 4.14.080 Health insurance.
- 4.14.090 Severability.

4.14.010 Purpose. The city expends substantial municipal funds for public construction projects. It is in the public interest, health, welfare and safety to ensure that the employees on such projects are paid at the lawfully required prevailing wage rates; have been trained in bona fide state-registered apprenticeship programs; have hospitalization, medical and pension coverage; are provided industrial accident coverage; and are properly classified as employees and not as independent contractors.

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

A. The bidder and all subcontractors under the bidder shall comply with the Springfield responsible employer ordinance as it currently exists and as it may, from time to time, be amended.

B. The bidder and all subcontractors under the bidder shall comply with provisions of M.G.L. Ch. 149 and shall pay the appropriate lawful prevailing wage rates to their employees.

C. The bidder and all subcontractors under the bidder shall maintain or participate in a bona fide apprentice training program as defined by M.G.L.A. Ch. 23, Sec. 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 Workforce Development of the Commonwealth of Massachusetts and shall abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract.

D. The bidder and all subcontractors under the bidder shall furnish, at their own expense, hospitalization and medical benefits for all individuals employed on the project or coverage which is at least equivalent to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by M.G.L. Ch. 149, Sec. 26 in establishing minimum wage rates. All such plans shall meet or exceed state requirements for such plans.

E. The bidder and all subcontractors under the bidder shall maintain appropriate industrial accident insurance coverage for all the employees employed on the project in accordance with M.G.L.A. Ch. 152.

F. The bidder and all subcontractors under the bidder shall properly classify employees employed on the project as employees rather than independent contractors and shall properly classify said employees accordingly for purposes of workers' compensation insurance coverage, employment taxes, social security taxes and income tax withholding pursuant to M.G.L. Ch. 149, Sec. 148B.

G. The bidder and all subcontractors under the bidder shall obtain a bona fide pension plan for all their employees employed on the project.

H. All bidders and all subcontractors under the bidders who are awarded contracts or who otherwise obtain contracts on projects subject to M.G.L. Ch. 149, Sec. 44A(2), MGL CH. 30, Sec. 39M and M.G.L. Ch. 149A shall comply with the provisions of this ordinance for the duration of their work on the project,

and an officer of each such contractor or subcontractor shall certify under oath and in writing on a weekly basis that they are in compliance with said ordinance.

4.14.030 Exceptions. The provisions of this ordinance shall not apply to:

A. Construction projects when the low general bid is less than two-hundred fifty thousand dollars (\$250,000);

B. Work performed pursuant to subcontracts that are subject to M.G.L. Ch. 149. Sec. 44F and that were bid for less than twenty-five thousand dollars (\$25,000); and

C. Re-bids for construction projects for which the city of Springfield receives fewer than three eligible and responsible general bids.

4.14.040 Requirements prior to bid opening. All bidders and all subcontractors under the bidders shall provide documentation and shall certify in writing that they are in compliance with the provisions of this ordinance prior to the bid opening.

4.14.050 Job site "harmony" certification. The bidder and all subcontractors under the bidder shall certify in writing that their bids that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

4.14.060 Harmony clause--failure to comply--sanctions. Any bidder or subcontractor under the bidder who is awarded a contract or who otherwise obtains a contract on a project covered by this ordinance and who fails to comply with the harmony requirement outlined above shall be at the sole discretion of the city, subject to one or more of the following sanctions:

A. Assessment of a fine of three hundred dollars (\$300.00) per day of violation. Any fine imposed which is not paid in full by the violator shall be offset by the city of Springfield against any payment due to the contractor under any contract for the project, to the extent allowed by law.

B. Cessation of work on the project until compliance with the harmony clause is assured subject to the sole and exclusive judgment of the awarding authority;

C. Withholding of payment due under any contract or subcontract until compliance with the harmony clause is achieved under the sole and exclusive judgment of the awarding authority;

D. Permanent removal from any further work on the project;

E. Those costs incurred by the awarding authority or the contractor or subcontractors to provide security which may or

may not be in the form of police details, security fences, establishment of separate gates, etc., lost work days for every employee who is prevented from working on the job site by the establishment of picket lines, work stoppage or other labor demonstrations;

F. Liquidated damages payable to the city in the amount of five percent (5%) of the dollar value of the contract entered into by the contractor or subcontractor who cannot comply with the harmony clause.

4.14.070 Health insurance. With the submission of bids, the bidder shall submit a written statement detailing for each trade that it will employ in the performance of the contract, the health insurance that it will furnish to its employees. The statement shall include, but not be limited to, the name of the insurance carrier, if any, a copy of the insurance binder, a description of the benefits provided to the employees, including all co-payments and deductibles, the cost of the insurance to the bidder and to the employee, the minimum qualifications for coverage, and the names and Social Security numbers of all the craftsmen and women currently covered by the health insurance. If the bidder is awarded a contract, such health insurance policy will become part of the contract documents. Receipt by the (name of the awarding authority) and inclusion in the contract document shall not be deemed to be approval by the (name of awarding authority) of the insurance or of its sufficiency and shall in no event relieve the bidder of its responsibility to furnish comprehensive health insurance to its employees. However, any bidder who pursuant to a collective bargaining agreement contributes to a multi-employer health and welfare trust fund may satisfy the reporting requirements of this subsection by identifying said health and welfare fund.

4.14.080 Penalties and enforcement. In accord with the provisions of M.G.L. Chapter 40, Sections 21D and 31 as well as every other authority and power that may have been or may hereafter be conferred upon it, the city may enforce the provisions of this ordinance, restrain violations thereof, and seek injunctions and judgments to secure compliance. Without limiting the generality of the foregoing:

A. Any bidder or subcontractor under the bidder who is awarded a contract or who otherwise obtains a contract on a project covered by this ordinance and who fails to comply with any of the obligations set forth herein shall, by vote of the city council, be subject to one or more of the following:

1. Assessment of a fine of three hundred dollars (\$300.00) per day of violation. Any fine imposed which is not

paid in full by the violator shall be offset by the city of Springfield against any payment due to the contractor under any contract for the project, to the extent allowed by law.

2. Cessation of work on the project until compliance is obtained.

3. Withholding by the City of payment due under any contract or subcontract until compliance is obtained.

4. Permanent removal from any further work on the project

B. In addition to the sanctions outlined in subsection A above, 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 M.G.L. Ch. 149, Sec. 44F. Any contractor or subcontractor who has been determined to have violated any of the obligations set forth in this ordinance shall be barred from performing any work on any future projects for six months for a first violation, for three (3) years for a second violation, and permanently for a third violation.

C. All contracts covered by this ordinance shall provide that a violation of the requirements of this ordinance shall be a material breach of the contract.

4.14.090 Severability. In the event any part of this ordinance shall be held invalid, such invalidity shall not invalidate the whole ordinance but the remaining provisions of this ordinance shall not be affected thereby.

APPROVED:

July 2, 2009

EFFECTIVE:

July 22, 2009

AMENDING TITLE 4, OF THE REVISED ORDINANCES OF THE CITY OF
SPRINGFIELD, 1986, AS AMENDED HEREBY FURTHER AMENDED BY
STRIKING CHAPTER 4.14.030 AND ADDING IN LIEU THEREOF A NEW
CHAPTER 4.15 THERETO: PUBLIC CONSTRUCTION EMPLOYMENT FOR
SPRINGFIELD RESIDENTS, MINORITIES AND WOMEN

Title 4, of the Revised Ordinances of the City of
Springfield, 1986, as amended, hereby further amended by adding
the following new Chapter 4.15 thereto:

Chapter 4.15.

PUBLIC CONSTRUCTION EMPLOYMENT FOR
SPRINGFIELD RESIDENTS, MINORITIES AND WOMEN

Sections:

- 4.15.010 Purpose.
- 4.15.020 Definitions.
- 4.15.030 Contractor responsibility.
- 4.15.040 Compliance waiver.
- 4.15.050 Monitoring committee responsibility.
- 4.15.060 Monitoring committee review.
- 4.15.070 Penalties and enforcement.
- 4.15.080 Priority of ordinance.
- 4.15.090 Severability.

4.15.010 Purpose. Residents of Springfield, and a diversity
of people qualified by craft, should be part of and benefit from
public construction projects in the city of Springfield.
Therefore, it is appropriate for the city of Springfield to
require that each public construction project, as defined
herein, include employment opportunities for Springfield
residents, minorities and women through compliance with the
ordinance codified in this chapter.

4.15.020 Definitions. For the purpose of this chapter the words set out in this section shall have the following meanings:

A. "Springfield resident" means any person for whom the principal place of residence is within the city of Springfield for at least six months immediately prior to the award, contracting and/or permitting of a public construction project. Proof of such residence may include, but is not limited to, the following: a valid Massachusetts driver's license indicating a Springfield residence, utility bills, proof of voter registration within the city of Springfield or such other proof acceptable to the monitoring committee. Any person who provides false information regarding his or her residence shall be subject to a fine of no more than three hundred dollars.

B. "Minority" means:

1. African-American - All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.

2. Hispanic - All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

3. Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands;

4. American Indian or Native American - All persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization; or

5. Eskimo or Aleut - All persons having origins in the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.

C. "Bona fide apprentice training program" means an apprentice program as defined by M.G.L. Chapter 23, Sections 11H and 11I, that is approved by the Division of Apprentice Training of the Department of Labor and Workforce Development.

D. "Public construction" means every contract awarded by the city for projects subject to M.G.L. c. 149 sec 44A(2); M.G.L. c. 149A and M.G.L. c. 30 sec 39M. Projects which cost less than two hundred and fifty thousand dollars (\$250,000.00); and projects undertaken by any regional commission or board to which the city is not the sole signatory are exempt from this chapter.

E. "Contractor" means all persons, corporations, agencies, firms, businesses, developers, bidders, and subcontractors, for projects defined herein as public construction, except so-called

design services pursuant to Massachusetts General Laws Chapter 7, Section 30K.

F. "Bidding authority" means the city department or agency assigned or directly responsible for the bidding of public construction.

G. "Springfield public construction employment certification form" means the form which must be submitted by the contractor with any and all bids for public construction requiring, that as a condition for bidding, the contractor agrees to comply with the requirements contained in this ordinance if awarded the contract. Such form may be from time to time amended by the monitoring committee to suit the purpose and intent of this chapter.

H. "Springfield public construction employee reporting form" means the form which must be submitted by the successful contractor to the bidding authority within ten (10) days of the execution of a contract for public construction. Such form shall list Springfield residents, minorities, women, and apprentices that have been contacted and confirmed to be employed by the contractor. Such form shall be made available for inspection by the monitoring committee and may be from time to time amended by the monitoring committee to suit the purpose and intent of this chapter.

I. "Springfield public construction employment tracking system" means a physical or electronic system (other than a handwritten sign-in sheet) maintained by the contractor keeping track on a weekly basis of the employees that are working on the project for the entire duration of their work on the project. The records from this tracking system shall be submitted to compliance officer or his/her designee, and shall be made available for inspection by the monitoring committee. The monitoring committee shall develop the standards for the tracking system to be utilized on a project which, at minimum, shall require tracking of the following information: name of each employee; city or town and state of residence of each employee and length of residence; minority status and gender of each employee, apprentice or journey worker status of each employee; craft of each employee; job category of each employee; hours worked on a daily basis of each employee; hourly wage of each employee; company for which each employee is employed; and total number of hours worked by the contractor's employees, by craft, during the reporting period.

J. "Monitoring committee decision on compliance with this chapter" means the form used by the monitoring committee to render decisions on submittals of the Springfield public construction employee reporting form and employment tracking system records.

K. "Springfield residents, minorities and women employment monitoring committee". Herein known as "monitoring committee." The public construction employment for Springfield residents, minorities and women ordinance, its enforcement, and compliance with its requirements shall be monitored by the monitoring committee. The monitoring committee shall be comprised of five (5) individuals including the following and each shall serve at the discretion of his or her appointing authority:

1. Two appointees of the city council;
2. Three appointees of the mayor.

Initially, one appointment by the mayor and one appointment by the city council shall serve for one (1) year. Except as noted herein all appointments made in accordance with this chapter shall serve for two year terms. Such terms may be sooner terminated, with or without cause, by the appointing authority named herein. All action by the monitoring committee shall be by majority vote of a quorum of the then appointed members. A quorum shall be no less than three (3) members.

4.15.030 Contractor responsibility. On public construction projects as defined herein, the contractor shall comply with the following requirements and such requirements are incorporated by reference into the bid specifications:

A. In accordance with this chapter, the contractor shall be required to provide employment in the amount of thirty-five percent (35%) minimum per craft of the total project hours worked by Massachusetts residents employed by the contractor, to Springfield residents qualified by craft.

B. The contractor shall be required to provide employment in the amount of twenty percent (20%) minimum per craft of the total project hours worked by the contractor, to minorities qualified by craft.

C. The contractor shall be required to provide employment in the amount of five percent (5%) minimum per craft of the total project hours worked by the contractor, to women qualified by craft.

D. The contractor shall be required to provide employment in the amount of five percent (5%) minimum per craft of the total project hours worked by the contractor, to apprentices participating in a bona fide apprenticeship program, approved by the Commonwealth of Massachusetts Division of Apprentice Training.

E. The contractor shall be required to complete and submit the Springfield construction employment certification form as defined in 12.20.020(G), with any and all bids for public construction. This form will be included in the bid

specifications. Failure of the contractor to submit such form shall be cause for rejection of the bid.

F. The contractor who has been awarded a contract for public construction by the bidding authority shall complete the Springfield construction employee reporting form and submit the same to the bidding authority within ten days of execution of the contract.

G. All contractors who are awarded, or otherwise obtain a public construction contract subject to this ordinance, shall maintain a Springfield public construction employee tracking system as defined in Section 4.15.020(I), keeping track on a weekly basis of the contractors' employees that are working on the project for the entire duration of the of their work on the project. Such records from this tracking system shall be submitted weekly to the Springfield compliance officer or his/her designee.

4.15.040 Compliance waiver. The contractor may submit with the Springfield public construction employee reporting form a request for a full or partial waiver. Such waiver shall be based on the fact that there is an insufficient pool of qualified persons available in the required craft/s. The contractor must provide documentation with the request regarding its efforts to hire Springfield residents, minorities, women, and/or apprentices who are qualified by craft. Such documentation shall include evidence of efforts conducted by the developer, contractor and subcontractors which shows a high level of effort in attempting to obtain said employees. Such effort shall include local advertising to seek Springfield residents, minorities, women, and/or apprentices and solicitation of local companies for contracting purposes. Provisions of this chapter may be waived in whole or in part, on a case by case basis, through a determination made by the monitoring committee. The monitoring committee or single sole representative appointed by the monitoring committee, shall respond to the request for such waiver within two (2) days of the receipt thereof. In the event no response is forthcoming within the two (2) days time period, waiver shall be deemed to have been approved.

4.15.050 Monitoring committee responsibility. Such committee shall meet on a bi-weekly basis, or as needed, and shall review and monitor all information and documentation provided by contractors to establish compliance with this chapter. If through such monitoring, it is determined that one or more contractors are not complying with this chapter, the committee shall immediately notify the city compliance officer. The monitoring committee shall act on all requests for

compliance waivers submitted in accordance with section 4.15.040. The committee shall draft and accept all forms that are necessary for compliance with this chapter.

4.15.060 Monitoring committee review. A. The monitoring committee shall regularly review the Springfield public construction employee reporting form(s) as submitted by contractors to the bidding authority pursuant to Section 4.15.030 F and G. The monitoring committee shall further be responsible for carrying out the review provisions of this chapter.

B. The monitoring committee shall make decisions as cited below with the following criteria:

1. Ensure that the contractor has completed the Springfield public construction employee reporting form.

2. The information provided must show compliance with minimum employment requirements cited in Section 4.15.030 of this chapter, or demonstrate that the contractor has submitted sufficient information to approve a full or partial waiver of those requirements under Section 4.15.040.

3. The contractor shall have received commitments from Springfield residents, minorities, women, and apprentices in accordance with the Springfield construction employee reporting form.

C. The monitoring committee shall file a final decision with the city compliance officer within fourteen (14) days of receipt of the information as cited in this section. Such decision shall also be forwarded to the bidding authority and sent by registered or certified mail to the contractors who have been reviewed for compliance. Such decision shall be in the manner of the form titled "Springfield construction employment monitoring committee decision on compliance with the "Construction employment for Springfield residents, minorities and women ordinance."

4.15.070 Penalties and enforcement. A. In accord with the provisions of M.G.L. ordinance 40, Sections 21D and 31 as well as every other authority and power that may have been or may hereafter be conferred upon it, the city may enforce the provisions of this ordinance, restrain violations thereof, and seek injunctions and judgments to secure compliance. Without limiting the generality of the foregoing, in the event a contractor fails to comply with any one of the requirements in this ordinance, for any period of time, upon three days written notice to the violator, the city may take any or all of the following actions:

B. Assessment of a fine of three hundred dollars (\$300.00) per day of violation, or the maximum amount allowed by law whichever is greater, against the contractor who violates this chapter. Any fine imposed which is not paid in full by the violator shall be offset by the city of Springfield against any payment due to the contractor under any contract for the project, to the extent allowed by law;

B. Cease-and-desist order against any contractor to stop the project;

C. Withholding of payment due under any contract until compliance is obtained;

D. Permanent removal from any work on the project;

E. Liquidated damages payable to the city in the amount of five percent (5%) of the dollar value of the contract. All contracts covered by this ordinance shall provide that a violation of the requirements of this ordinance shall be a material breach of the contract.

4.15.080 Priority of ordinance. Where this law or any selection of employees thereto conflicts with other laws relating to affirmative action hiring requirements as set forth by federal, state or local laws, those laws shall supersede this chapter.

4.15.090 Severability. In the event any section of this chapter is deemed illegal, unenforceable or unconstitutional, then the remaining sections shall remain in full force and effect.

APPROVED:

July 27, 2009

EFFECTIVE:

August 17, 2009

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT

a corporation duly established by law and having a usual place of business in _____ County, hereinafter called the PRINCIPAL, as Principal and _____ a corporation duly established by law and having a usual place of business in _____ County, hereinafter called the SURETY, as Surety, which is authorized to do a surety, guaranty and indemnity business in the Commonwealth of Massachusetts, and has complied with all the requirements of law for the transaction of such a business in said Commonwealth, are holden and stand firmly bound unto the City of Springfield, a corporation duly established by law in the County of Hampden, in said Commonwealth, hereinafter called the OBLIGEE, in the sum of (100% of contract price) dollars, to the payment of which to the said City of Springfield, or its successors or assigns, we hereby jointly and severally bind ourselves, our successors and assigns.

THE CONDITION of this obligation is such that, _____
WHEREAS the said Principal has entered into a written contract with the said City of Springfield dated _____ a copy of which is hereto annexed, for the sale and delivery of _____.

NOW THEREFORE, if the said Principal shall truly and faithfully perform and do all the things which the said Principal agrees, promises and covenants in said contract to do and perform at the times and in the manner in said contract set forth; and if said Principal and said Surety shall jointly or severally indemnify the obligee against any loss or damage directly or indirectly arising by reason of the failure of the Principal to faithfully perform said contract at the time and in the manner aforesaid, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said _____ Principal, has caused these presents to be signed and its official seal hereto affixed in triplicate by _____ its _____ thereunto duly authorized and the said _____ Surety, has caused these presents to be signed and its official seal hereto affixed in triplicate by _____ its _____ thereunto duly authorized, this _____ day of _____.

This instrument shall take effect as a sealed instrument.

Signed and sealed in presence of:

Vendor

In proper form and properly executed:

BY: _____
Title

City Solicitor

Name of Bonding Company

APPROVED: _____

Mayor

BY: _____
Title

LABOR & MATERIALS PAYMENT BOND

Know all men by these presents, that _____

as principal, and _____

as surely, are held and firmly bound unto the CITY OF SPRINGFIELD in the sum of _____

lawful money of the United States of America, to be paid to the City Treasurer, Springfield, Massachusetts, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said principal has made a contract with the City acting through its Mayor and Chief Procurement Officer under date of _____, 20____, for:

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set Laws (Ter. Ed), Chapter 30, and Chapter 149, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In witness whereof we hereunto set our hands and seal this _____ day of _____ 20_____.

Principal _____

BY: _____

Corporate Seal

ITS _____

SURETY _____

BY: _____

Corporate Seal

ITS _____

Approved as to form:

Associate City Solicitor



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates								
Construction									
(2 AXLE) DRIVER - EQUIPMENT	08/01/2011	\$45.020	12/01/2011	\$45.680	06/01/2012	\$45.980			
	08/01/2012	\$46.330	12/01/2012	\$47.360					
(3 AXLE) DRIVER - EQUIPMENT	08/01/2011	\$45.090	12/01/2011	\$45.750	06/01/2012	\$46.050			
	08/01/2012	\$46.400	12/01/2012	\$47.430					
(4 & 5 AXLE) DRIVER - EQUIPMENT	08/01/2011	\$45.210	12/01/2011	\$45.870	06/01/2012	\$46.170			
	08/01/2012	\$46.520	12/01/2012	\$47.710					
ADS/SUBMERSIBLE PILOT	08/01/2011	\$107.800							
AIR TRACK OPERATOR	06/06/2011	\$42.590	12/05/2011	\$43.140	06/04/2012	\$44.140			
	12/03/2012	\$45.090							
AIR TRACK OPERATOR (HEAVY & HIGHWAY)	06/01/2011	\$42.720	12/01/2011	\$43.970					
ASBESTOS WORKER (PIPES & TANKS)	12/01/2009	\$40.250							
ASPHALT RAKER	06/06/2011	\$42.090	12/05/2011	\$42.640	06/04/2012	\$43.640			
	12/03/2012	\$44.590							
ASPHALT RAKER (HEAVY & HIGHWAY)	06/01/2011	\$42.220	12/01/2011	\$43.470					
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER)	06/01/2011	\$47.520	12/01/2011	\$48.390	06/01/2012	\$49.340			
	12/01/2012	\$50.290							
BARCO-TYPE JUMPING TAMPER	06/06/2011	\$42.090	12/05/2011	\$42.640	06/04/2012	\$43.640			
	12/03/2012	\$44.590							
BATCH/CEMENT PLANT - ON SITE	06/01/2011	\$46.990	12/01/2011	\$47.860	06/01/2012	\$48.810			
	12/01/2012	\$49.760							
BLOCK PAVER, RAMMER / CURB SETTER	06/06/2011	\$42.590	12/05/2011	\$43.140	06/04/2012	\$44.140			
	12/03/2012	\$45.090							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	06/01/2011	\$42.720	12/01/2011	\$43.970					
BOILER MAKER	01/01/2010	\$55.850							
APPRENTICE: BOILERMAKER - Local 29									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:									
Step 1 \$42.66/2 \$42.66/3 \$44.54/4 \$46.43/5 \$48.31/6 \$50.20/7 \$52.08/8 \$53.97									
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	09/05/2011	\$59.250	03/05/2012	\$60.650					
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 1 Springfield/Pittsfield									
Ratio	Step	1	2	3	4	5	6		
1:5	%	50.00	60.00	70.00	80.00	90.00	95.00		
Apprentice wages shall be no less than the following:									
Step 1 \$41.93/2 \$45.39/3 \$48.86/4 \$52.32/5 \$55.79/6 \$57.52									

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

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Tel: 617-727-3465.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/déconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates					
BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL	06/01/2011	\$47.520	12/01/2011	\$48.390	06/01/2012	\$49.340
	12/01/2012	\$50.290				
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2011	\$51.250	12/01/2011	\$52.500		
CAISSON & UNDERPINNING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350		
CAISSON & UNDERPINNING TOP MAN	06/01/2011	\$50.100	12/01/2011	\$51.350		
CARBIDE CORE DRILL OPERATOR	06/06/2011	\$42.090	12/05/2011	\$42.640	06/04/2012	\$43.640
	12/03/2012	\$44.590				
CARPENTER	04/04/2011	\$48.900	10/03/2011	\$49.650		
APPRENTICE: CARPENTER - Local 108 Hampden Hampshire						
Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	70.00	75.00	80.00
						80.00
						90.00
						90.00
Pre-6/09 Step1\$22.39/2\$23.83/3\$34.04/4\$36.92/5\$40.91/6\$42.35						
7\$44.91/8\$46.34Post-6/09:1\$22.39/2\$25.26/3\$36.92/4\$38.365&6\$40.91/7&8\$44.91						
** 1: 1-5/2: 6-8/3:9-11/Steps: 6 mos (600 hrs)/rates by step						
CEMENT MASONRY/PLASTERING	09/05/2011	\$59.360	03/05/2012	\$60.720		
CHAIN SAW OPERATOR	06/06/2011	\$42.090	12/05/2011	\$42.640	06/04/2012	\$43.640
	12/03/2012	\$44.590				
COMPRESSOR OPERATOR	06/01/2011	\$46.990	12/01/2011	\$47.860	06/01/2012	\$48.810
	12/01/2012	\$49.760				
CRANE/BACKHOE/FRONT-END LOADER OPERATOR	06/01/2011	\$47.520	12/01/2011	\$48.390	06/01/2012	\$49.340
	12/01/2012	\$50.290				
DELEADER (BRIDGE)	07/01/2011	\$65.410	01/01/2012	\$66.410	07/01/2012	\$67.410
	01/01/2013	\$68.410				
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS						
Ratio	Step	1	2	3	4	5
1:1	%	50.00	55.00	60.00	65.00	70.00
						75.00
						80.00
						90.00
Apprentice wages shall be no less than the following: Steps are 750 hrs.						
Step 1\$29.31/2\$34.57/3\$37.00/4\$39.43/5\$50.35/6\$52.75/7\$55.18/8\$60.05						
DEMO: ADZEMAN	06/01/2011	\$50.100	12/01/2011	\$51.350		
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2011	\$51.100	12/01/2011	\$52.350		
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1\$38.28/2\$41.49/3\$44.69/4\$47.90						
DEMO: BURNERS	06/01/2011	\$50.850	12/01/2011	\$52.100		

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

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DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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



JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates					
APPRENTICE: LABORER Demo Burners						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice Wages shall be no less than the following:						
Step 1 \$38.13/2\$41.31/3\$44.49/4\$47.67						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: JACKHAMMER OPERATOR	06/01/2011	\$50.850	12/01/2011	\$52.100		
DEMO: WRECKING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350		
APPRENTICE: LABORER Demo Wrecking Laborer						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1 \$37.68/2\$40.79/3\$43.89/4\$47.00						
DIVER	08/01/2011	\$80.270				
DIVER TENDER	08/01/2011	\$65.320				
DIVER TENDER (EFFLUENT)	08/01/2011	\$85.380				
DIVER/SLURRY (EFFLUENT)	08/01/2011	\$107.800				
ELECTRICIAN	09/06/2011	\$51.320	01/01/2012	\$51.820	07/02/2012	\$53.070
	12/31/2012	\$53.570	07/01/2013	\$54.570	12/30/2013	\$55.070
APPRENTICE: ELECTRICIAN - Local 7						
Ratio	Step	1	2	3	4	5
2:3****	%	40.00	45.00	50.00	55.00	65.00
						70.00
Pre-5/31/11 \$125.86/2\$27.59/3\$33.98/4\$35.71/5\$39.89/6\$41.81						
Post-5/31/11 \$17.84/2\$19.57/3\$30.51/4\$32.24/5\$36.71/6\$39.44						
Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.						
ELEVATOR CONSTRUCTOR	01/01/2011	\$61.610	01/01/2012	\$63.110		
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 41						
Ratio	Step	1	2	3	4	5
1:1	%	50.00	55.00	65.00	70.00	80.00
Apprentice wages shall be no less than the following:						
Step 1 \$38.68/2\$40.97/3\$45.56/4\$47.85/5\$52.44						
ELEVATOR CONSTRUCTOR HELPER	01/01/2011	\$47.850	01/01/2012	\$48.900		
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	06/01/2011	\$42.220	12/01/2011	\$43.470		
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	06/01/1999	\$27.740				
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	06/01/1999	\$30.230				
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	06/01/1999	\$31.230				
FIRE ALARM INSTALLER	09/06/2011	\$51.320	01/01/2012	\$51.820	07/02/2012	\$53.070
	12/31/2012	\$53.570	07/01/2013	\$54.570	12/30/2013	\$55.070

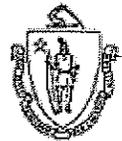
This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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DEVAL L. PATRICK
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As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
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TIMOTHY P. MURRAY
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HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates					
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	09/06/2011	\$42,540	01/02/2012	\$46,540	07/02/2012	\$52,820
	12/31/2012	\$53,320	07/01/2013	\$54,320	12/30/2013	\$54,820
FIREMAN	06/01/2011	\$46,990	12/01/2011	\$47,860	06/01/2012	\$48,810
	12/01/2012	\$49,760				
APPRENTICE: OPERATING ENG. - Local 98 Class 3						
Ratio	Step	1	2	3	4	
1:6	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:			Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.			
Step 1 \$35.25/2 \$38.19/3 \$41.12/4 \$44.06						
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	06/01/2011	\$36,780	12/01/2011	\$36,780		
FLOORCOVERER	09/01/2011	\$51,800				
APPRENTICE: FLOORCOVERER - Local 2168 Zone III						
Ratio	Step	1	2	3	4	5
1:1	%	50.00	55.00	60.00	65.00	70.00
Apprentice rates shall be no less than the following:			Steps are 750 hrs.			
Step 1 \$25.29/2 \$26.73/3 \$36.94/4 \$38.38/5 \$40.94/6 \$42.38/7 \$44.93/8 \$46.37						
FORK LIFT	06/01/2011	\$47,210	12/01/2011	\$48,080	06/01/2012	\$49,030
	12/01/2012	\$49,980				
GENERATORS/LIGHTING PLANTS	06/01/2011	\$43,760	12/01/2011	\$44,630	06/01/2012	\$45,580
	12/01/2012	\$46,530				
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	06/01/2011	\$48,380	06/01/2012	\$49,930		
APPRENTICE: GLAZIER - Local 1333						
Ratio	Step	1	2	3	4	5
1:1	%	50.00	56.25	62.50	68.75	75.00
Apprentice wages shall be no less than the following:						
Step 1 \$25.77/2 \$27.81/3 \$30.36/4 \$32.40/5 \$34.95/6 \$36.99/7 \$44.29/8 \$46.33						
GRADER/TRENCHING MACHINE/DERRICK	06/01/2011	\$47,520	12/01/2011	\$48,390	06/01/2012	\$49,340
	12/01/2012	\$50,290				
HVAC (DUCTWORK)	01/01/2011	\$50,950				
HVAC (ELECTRICAL CONTROLS)	09/06/2011	\$51,320	01/01/2012	\$51,820	07/02/2012	\$53,070
	12/31/2012	\$53,570	07/01/2013	\$54,570	12/30/2013	\$55,070
HVAC (TESTING AND BALANCING - AIR)	01/01/2011	\$50,950				
HVAC (TESTING AND BALANCING - WATER)	03/17/2011	\$55,460	09/17/2011	\$55,860	03/17/2012	\$56,360
	09/17/2012	\$57,110	03/17/2013	\$57,860		
HVAC MECHANIC	03/17/2011	\$55,460	09/17/2011	\$55,860	03/17/2012	\$56,360
	09/17/2012	\$57,110	03/17/2013	\$57,860		
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	06/01/2011	\$42,720	12/01/2011	\$43,970		
INSULATOR (PIPES & TANKS)	09/01/2010	\$52,980				

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

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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



JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates							
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Springfield								
Ratio	Step	1	2	3	4			
1:4	%	50.00	60.00	70.00	80.00			
Apprentice wages shall be no less than the following:			Steps are 1 year					
Step		1\$33.00/2\$36.99/3\$40.99/4\$44.98						
IRONWORKER/WELDER			09/16/2010	\$52.750				
APPRENTICE: IRONWORKER - Local 7 Springfield								
Ratio	Step	1	2	3	4	5 6		
	%	60.00	70.00	75.00	80.00	85.00 90.00		
Apprentice wages shall be no less than the following:			Structural 1:6; Ornamental 1:4					
Step		1\$41.91/2\$44.62/3\$45.98/4\$47.33/5\$48.69/6\$50.04						
JACKHAMMER & PAVING BREAKER OPERATOR			06/06/2011	\$42.090	12/05/2011	\$42.640	06/04/2012	\$43.640
			12/03/2012	\$44.590				
LABORER			06/06/2011	\$41.840	12/05/2011	\$42.390	06/04/2012	\$43.390
			12/03/2012	\$44.340				
APPRENTICE: LABORER - Zone 3 Building & Site								
Ratio	Step	1	2	3	4			
1:5	%	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:								
Step		1\$31.56/2\$34.13/3\$36.70/4\$39.27						
LABORER (HEAVY & HIGHWAY)			06/01/2011	\$41.970	12/01/2011	\$43.220		
APPRENTICE: LABORER - Zone 3 Heavy & Highway								
Ratio	Step	1	2	3	4			
1:5	%	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:								
Step		1\$31.69/2\$34.26/3\$36.83/4\$39.40						
LABORER: CARPENTER TENDER			06/06/2011	\$41.840	12/05/2011	\$42.390	06/04/2012	\$43.390
			12/03/2012	\$44.340				
LABORER: CEMENT FINISHER TENDER			06/06/2011	\$42.090	12/05/2011	\$42.640	06/04/2012	\$43.640
			12/03/2012	\$44.590				
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER			06/06/2011	\$41.840	12/05/2011	\$42.390	06/04/2012	\$43.390
			12/03/2012	\$44.340				
LABORER: MASON TENDER			06/06/2011	\$42.840	12/05/2011	\$43.390	06/04/2012	\$44.390
			12/03/2012	\$45.340				
LABORER: MASON TENDER (HEAVY & HIGHWAY)			06/01/2011	\$42.220	12/01/2011	\$43.470		
LABORER: MULTI-TRADE TENDER			06/06/2011	\$41.840	12/05/2011	\$42.390	06/04/2012	\$43.390
			12/03/2012	\$44.340				

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS



DEVAL L. PATRICK
Governor

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

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates								
LABORER: TREE REMOVER	06/06/2011	\$41.840	12/05/2011	\$42.390	06/04/2012	\$43.390			
	12/03/2012	\$44.340							
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.									
LASER BEAM OPERATOR	06/06/2011	\$42.090	12/05/2011	\$42.640	06/04/2012	\$43.640			
	12/03/2012	\$44.590							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	06/01/2011	\$42.220	12/01/2011	\$43.470					
MARBLE & TILE FINISHERS	09/05/2011	\$52.330	03/05/2012	\$53.480					
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER-Local 1 Marble/Tile (Spr/Pitt)									
Ratio	Step	1	2	3	4	5	6		
1:3	%	50.00	60.00	70.00	80.00	90.00	95.00		
Apprentice wages shall be no less than the following:						Steps are 800 hours			
Step 1\$38.32/2\$41.12/3\$43.92/4\$46.73/5\$49.53/6\$50.93									
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	09/05/2011	\$59.250	03/05/2012	\$60.650					
APPRENTICE: MARBLE-TILE-TERRAZZO MECH - Local 1 Marble/Tile (Spr/Pitt)									
Ratio	Step	1	2	3	4	5	6		
1:5	%	50.00	60.00	70.00	80.00	90.00	95.00		
Apprentice wages shall be no less than the following:									
Step 1\$41.93/2\$45.39/3\$48.86/4\$52.32/5\$55.79/6\$57.52									
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2011	\$30.290							
MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2011	\$47.520	12/01/2011	\$48.390	06/01/2012	\$49.340			
	12/01/2012	\$50.290							
MECHANIC/WELDER/BOOM TRUCK	06/01/2011	\$46.990	12/01/2011	\$47.860	06/01/2012	\$48.810			
	12/01/2012	\$49.760							
MILLWRIGHT (Zone 3)	04/01/2011	\$54.530							
APPRENTICE: MILLWRIGHT - Local 1121 Zone 3									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following:									
Step 1\$35.44/2\$36.95/3\$40.05/4\$41.56/5\$43.87/6\$45.38/7\$47.69/8\$49.20									
MORTAR MIXER	06/06/2011	\$42.090	12/05/2011	\$42.640	06/04/2012	\$43.640			
	12/03/2012	\$44.590							
OILER	06/01/2011	\$42.680	12/01/2011	\$43.550	06/01/2012	\$44.500			
	12/01/2012	\$45.450							
OTHER POWER DRIVEN EQUIPMENT - CLASS VI	06/01/2011	\$40.700	12/01/2011	\$41.570	06/01/2012	\$42.520			
	12/01/2012	\$43.470							
PAINTER (BRIDGES/TANKS)	07/01/2011	\$65.410	01/01/2012	\$66.410	07/01/2012	\$67.410			
	01/01/2013	\$68.410							

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DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

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

JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates									
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:					Steps are 750 hrs.					
Step 1 \$29.31/2/\$34.57/3/\$37.00/4/\$39.43/5/\$50.35/6/\$52.75/7/\$55.18/8/\$60.05										
PAINTER (SPRAY OR SANDBLAST, NEW) *					07/01/2011	\$45.480	01/01/2012	\$46.480	07/01/2012	\$47.480
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.					01/01/2013	\$48.480				
APPRENTICE: PAINTER Local 35 Zone 3 - Spray/Sandblast - New										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:					Steps are 750 hrs.					
Step 1 \$21.24/2/\$23.60/3/\$25.04/4/\$26.47/5/\$36.37/6/\$37.80/7/\$39.23/8/\$42.11										
PAINTER (SPRAY OR SANDBLAST, REPAINT)					07/01/2011	\$42.800	01/01/2012	\$43.800	07/01/2012	\$44.800
					01/01/2013	\$45.800				
APPRENTICE: PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:					Steps are 750 hrs.					
Step 1 \$19.90/2/\$22.13/3/\$23.43/4/\$24.73/5/\$34.49/6/\$35.79/7/\$37.09/8/\$39.70										
PAINTER (TRAFFIC MARKINGS)					06/01/2011	\$41.970	12/01/2011	\$43.220		
PAINTER / TAPER (BRUSH, NEW) *					07/01/2011	\$44.080	01/01/2012	\$45.080	07/01/2012	\$46.080
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.					01/01/2013	\$47.080				
APPRENTICE: PAINTER - Local 35 Zone 3 - BRUSH NEW										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:					Steps are 750 hrs.					
Step 1 \$20.54/2/\$22.83/3/\$24.20/4/\$25.56/5/\$35.39/6/\$36.75/7/\$38.11/8/\$40.85										
PAINTER / TAPER (BRUSH, REPAINT)					07/01/2011	\$41.400	01/01/2012	\$42.400	07/01/2012	\$43.400
					01/01/2013	\$44.400				
APPRENTICE: PAINTER Local 35 Zone 3 - BRUSH REPAINT										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:					Steps are 750 hrs.					
Step 1 \$19.20/2/\$21.36/3/\$22.59/4/\$23.82/5/\$33.51/6/\$34.74/7/\$35.97/8/\$38.44										
PANEL & PICKUP TRUCKS DRIVER					08/01/2011	\$44.850	12/01/2011	\$45.510	06/01/2012	\$45.810
					08/01/2012	\$45.860	12/01/2012	\$47.350		

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JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates	
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2011	\$60.210
PILE DRIVER	08/01/2011	\$60.210
APPRENTICE: PILE DRIVER - Local 56 Zone 3		
Ratio	Step	1 2 3 4 5 6 7 8
1:3	%	60.00 65.00 70.00 75.00 80.00 85.00 90.00 95.00
Apprentice wages shall be no less than the following:		
Step 1\$49.27/2\$51.28/3\$53.28/4\$55.29/5\$57.30/6\$59.30/7\$61.31/8\$63.31		
PIPELAYER	06/06/2011 \$42.090	12/05/2011 \$42.640
	12/03/2012 \$44.590	
PIPELAYER (HEAVY & HIGHWAY)	06/01/2011 \$42.220	12/01/2011 \$43.470
PLUMBER & PIPEFITTER	03/17/2011 \$55.460	09/17/2011 \$55.860
	09/17/2012 \$57.110	03/17/2013 \$57.860
APPRENTICE: PLUMBER/PIPEFITTER - Local 104		
Ratio	Step	1 2 3 4 5
1:5	%	45.00 50.00 60.00 70.00 80.00
Apprentice wages shall be no less than the following:		
Step 1\$31.42/2\$33.16/3\$36.62/4\$40.08/5\$48.54		
PNEUMATIC CONTROLS (TEMP.)	03/17/2011 \$55.460	09/17/2011 \$55.860
	09/17/2012 \$57.110	03/17/2013 \$57.860
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	06/01/2011 \$42.220	12/01/2011 \$43.470
POWDERMAN & BLASTER	06/06/2011 \$42.840	12/05/2011 \$43.390
	12/03/2012 \$45.340	
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	06/01/2011 \$42.970	12/01/2011 \$44.220
PUMP OPERATOR (CONCRETE)	06/01/2011 \$47.520	12/01/2011 \$48.390
	12/01/2012 \$50.290	
PUMP OPERATOR (DEWATERING, OTHER)	06/01/2011 \$46.990	12/01/2011 \$47.860
	12/01/2012 \$49.760	
READY-MIX CONCRETE DRIVER	05/01/2008 \$30.870	
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2010 \$32.140	
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.		
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.		
APPRENTICE: CARPENTER (Residential Wood Frame) - Local 108		
Ratio	Step	1 2 3 4 5 6 7 8
**	%	60.00 60.00 65.00 70.00 75.00 80.00 85.00 90.00
Apprentice Wages Shall be no less than the following:		
Step 1\$18.92/2\$23.92/3\$24.95/4\$25.98/5\$27.01/6\$28.03/7\$29.06/8\$30.09		
** 1: 1-5, 2: 6-8, 3: 9-11		

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Lt. Governor

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Secretary

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Director

Prevailing Wage Rates

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates										
RIDE-ON MOTORIZED BUGGY OPERATOR	06/06/2011	\$42,090	12/05/2011	\$42,640	06/04/2012	\$43,640					
	12/03/2012	\$44,590									
ROLLER OPERATOR	06/01/2011	\$46,380	12/01/2011	\$47,250	06/01/2012	\$48,200					
	12/01/2012	\$49,150									
ROOFER (Coal tar pitch)	07/16/2011	\$46,500	01/01/2012	\$46,750	07/16/2012	\$47,250					
	01/01/2013	\$47,500									
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofg)	07/16/2011	\$45,500	01/01/2012	\$45,750	07/16/2012	\$46,250					
	01/01/2013	\$46,500									
APPRENTICE: ROOFER - Local 248											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs. Roofer (Tear Off) 1:1; Same as above					
Step 1 \$23.84/2 \$36.44/3 \$37.73/4 \$39.03/5 \$40.32/6 \$41.62/7 \$42.91/8 \$44.21											
ROOFER SLATE / TILE / PRECAST CONCRETE	07/16/2011	\$46,500	01/01/2012	\$46,750	07/16/2012	\$47,250					
	01/01/2013	\$47,500									
APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 248											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1 \$24.14/2 \$37.26/3 \$38.58/4 \$39.90/5 \$41.22/6 \$42.54/7 \$43.86/8 \$45.18											
SCRAPER	06/01/2011	\$46,990	12/01/2011	\$47,860	06/01/2012	\$48,810					
	12/01/2012	\$49,760									
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS)	06/01/2011	\$46,380	12/01/2011	\$47,250	06/01/2012	\$48,200					
	12/01/2012	\$49,150									
SELF-PROPELLED POWER BROOM	06/01/2011	\$43,760	12/01/2011	\$44,630	06/01/2012	\$45,580					
	12/01/2012	\$46,530									
SHEETMETAL WORKER	01/01/2011	\$50,950									
APPRENTICE: SHEET METAL WORKER - Local 63											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:3	%	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following Steps:											
1 \$17.64/2 \$19.60/3 \$25.11/4 \$27.39/5 \$29.69/6 \$31.97/7 \$34.24/8 \$40.76/9 \$43.31/10 \$45.86											
SIGN ERECTOR	06/01/2009	\$37,780									
APPRENTICE: SIGN ERECTOR - Local 35 Zone 3											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:											Steps are 4 mos.
Step 1 \$19.48/2 \$23.12/3 \$24.36/4 \$25.60/5 \$30.34/6 \$31.58/7 \$32.82/8 \$34.06/9 \$35.30											

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Prevailing Wage Rates

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates					
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	08/01/2011	\$45.310	12/01/2011	\$45.970	06/01/2012	\$46.270
	08/01/2012	\$46.620	12/01/2012	\$47.650		
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	08/01/2011	\$45.600	12/01/2011	\$46.260	06/01/2012	\$46.560
	08/01/2012	\$46.910	12/01/2012	\$47.940		
SPRINKLER FITTER	01/01/2010	\$56.700				
APPRENTICE: SPRINKLER FITTER - Local 676						
Ratio	Step	1	2	3	4	5
1:1	%	40.00	45.00	50.00	55.00	60.00
						65.00
						70.00
						75.00
						80.00
						85.00
Apprentice wages shall be no less than the following Steps:						
1\$32.40/2\$34.43/3\$36.45/4\$38.48/5\$40.50/6\$42.53/7\$44.55/8\$46.58/9\$48.60/10\$50.63						
TELECOMMUNICATION TECHNICIAN	09/06/2011	\$42.540	01/02/2012	\$46.540	07/02/2012	\$52.820
	12/31/2012	\$53.320	07/01/2013	\$54.320	12/30/2013	\$54.820
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 7						
Ratio	Step	1	2	3	4	5
1:1	%	40.00	45.00	50.00	55.00	65.00
						70.00
Pre-5/31/11 1\$29.62/2\$30.90/3\$32.20/4\$33.49/5\$34.79/6\$36.07						
Post-5/31/11 1\$14.33/2\$15.63/3\$26.12/4\$27.40/5\$30.99/6\$33.29						
TERRAZZO FINISHERS	09/05/2011	\$52.330	03/05/2012	\$53.480		
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER-Local 1 Marble/Tile (Spr/Pitt)						
Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00
						95.00
Apprentice wages shall be no less than the following:						
Step 1\$38.32/2\$41.12/3\$43.92/4\$46.73/5\$49.53/6\$50.93						
TEST BORING DRILLER	06/01/2011	\$51.500	12/01/2011	\$52.750		
APPRENTICE: TEST BORING DRILLER (Laborers Foundation & Marine)						
Ratio	Step	1	2	3	4	
1:3	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1\$38.58/2\$41.81/3\$45.04/4\$48.27						
TEST BORING DRILLER HELPER	06/01/2011	\$50.220	12/01/2011	\$51.470		
TEST BORING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350		
APPRENTICE: TEST BORING LABORER (Laborers Foundation & Marine)						
Ratio	Step	1	2	3	4	
1:3	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1\$37.74/2\$40.83/3\$43.92/4\$47.01						

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Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification	Effective Dates and Total Rates					
TRACTORS	06/01/2011	\$46.380	12/01/2011	\$47.250	06/01/2012	\$48.200
	12/01/2012	\$49.150				
TRAILERS FOR EARTH MOVING EQUIPMENT	08/01/2011	\$45.890	12/01/2011	\$46.550	06/01/2012	\$46.850
	08/01/2012	\$47.200	12/01/2012	\$48.230		
TUNNEL WORK - COMPRESSED AIR	06/01/2011	\$62.930	12/01/2011	\$64.180		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2011	\$64.930	12/01/2011	\$66.180		
TUNNEL WORK - FREE AIR	06/01/2011	\$55.000	12/01/2011	\$56.250		
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2011	\$57.000	12/01/2011	\$58.250		
VAC-HAUL	08/01/2011	\$45.310	12/01/2011	\$45.970	06/01/2012	\$46.270
	08/01/2012	\$46.620	12/01/2012	\$47.650		
WAGON DRILL OPERATOR	06/06/2011	\$42.090	12/05/2011	\$42.640	06/04/2012	\$43.640
	12/03/2012	\$44.590				
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	06/01/2011	\$42.220	12/01/2011	\$43.470		
WATER METER INSTALLER	03/17/2011	\$55.460	09/17/2011	\$55.860	03/17/2012	\$56.360
	09/17/2012	\$57.110	03/17/2013	\$57.860		

Outside Electrical - West

EQUIPMENT OPERATOR	08/31/2008	\$46.540
GROUNDMAN	08/31/2008	\$29.550
GROUNDMAN / TRUCK DRIVER	08/31/2008	\$41.550
HEAVY EQUIPMENT OPERATOR	08/31/2008	\$48.910
JOURNEYMAN LINEMAN	08/31/2008	\$54.660

APPRENTICE: LINEMAN (Outside Electrical) - West Local 42

Ratio	Step	1	2	3	4	5	6	7
1:2	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00

Apprentice wages shall be no less than the following:

Step 1 \$31.17/2 \$33.29/3 \$41.92/4 \$44.05/5 \$46.17/6 \$48.29/7 \$50.41

TELEDATA CABLE SPLICER	07/18/2011	\$32.900	07/16/2012	\$33.300
TELEDATA LINEMAN/EQUIPMENT OPERATOR	07/18/2011	\$31.330	07/16/2012	\$31.700
TELEDATA WIREMAN/INSTALLER/TECHNICIAN	07/18/2011	\$31.330	07/16/2012	\$31.700
TRACTOR-TRAILER DRIVER	08/31/2008	\$46.540		
TREE TRIMMER	02/01/2009	\$19.010		

This classification applies only to the trimming of branches on and around utility lines.

TREE TRIMMER GROUNDMAN	02/01/2009	\$17.060
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This classification applies only to the trimming of branches on and around utility lines.

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

Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108;

Tel: 617-727-3465.



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS



JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

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

Awarding Authority: City of Springfield

Contract Number:

City/Town: SPRINGFIELD

Description of Work: One year price agreement with two (2) one-year options to renew for the demolition/deconstruction of identified abandoned properties throughout the city of Springfield.

Job Location: Various Locations throughout the City

Classification

Effective Dates and Total Rates

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

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

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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

Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made this day of in the year two thousand eleven at Springfield, in the County of Hampden and Commonwealth of Massachusetts, by and between
(NAME OF CONTRACTOR, ADDRESS & COUNTY)
a Massachusetts Corporation, (hereinafter called the Contractor), and the **CITY OF SPRINGFIELD**, a municipal corporation within said County of Hampden, acting by and through its _____ with the approval of its Mayor (hereinafter called the CITY),

WITNESSETH as follows:

ARTICLE I

The Contractor shall perform all work and provide all the apparatus, energy equipment, fuel, labor, light, materials, scaffolding, tools, transportation, insurance, utensils or things required for the construction of the _____ in accordance with the Specifications titled _____, dated _____ as prepared by _____, **Massachusetts**, acting as and in these Contract Documents hereinafter called the Architect. The said Specifications are hereby referred to and made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided for in said Specifications. Reference is made to all Addenda and modifications issued to execution of this Contract; the said Addenda and modifications are made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided or in said Addenda or modifications. All of the work and labor performed under this Contract shall be performed and all of the materials furnished shall be in strict conformity with the said Drawings, Specifications, Addenda, or modifications and the Contractor accepts and consents to the conditions contained in said Drawings, Specifications, Addenda, or modifications and expressly agrees to comply with every requirement and stipulation therein contained.

The term "**Contract Documents**" or "**Contract** " shall mean the following:

1. The Contract Agreement
2. The Project Manuals & Drawings
3. Addenda # _____
4. Alternate # _____
5. The Contractor's Bid
6. The Filed Sub Contractors' Bids
7. Corporate Certificates
8. The Contractor's Performance and Labor & Materials Bond
9. The Affirmative Action Plan
10. Contractor's Insurance Certificate
11. The Minority Business Enterprise Commitment
12. The Prevailing Wage Rates
13. Supplemental Equal Employment Opportunity Anti Discrimination and Affirmative Action Program

In the event that any provisions in any of the Contract Documents conflict with any other provisions thereof, the provision contained in the portion of the Contract Documents first enumerated above in this paragraph will govern, except as may otherwise be specifically stated.

ARTICLE II

Contractor has familiarized himself with the nature and extent of the Contract Documents, and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performances of the Work.

Contractor has given the Architect written notice of any conflict, error or discrepancy that he has discovered in the Contract documents and the written resolution thereof by Architect is acceptable to Contractor.

Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. The work shall be done under the general direction of the Architect and the Architect's decision as to the true construction and meaning of the drawings and specifications shall be final. The Architect shall furnish to the Contractor such further drawings or explanation as may be necessary to detail and illustrate the work to be done, and the Contractor shall conform to the same as part of this contract so far as they may be consistent with the original drawings and specifications referred to in Article I.

ARTICLE III

No alteration shall be made in the work shown or described by the drawings and specifications except upon a written order of the Architect accompanied by written approval of the _____ and the Mayor of the City. The work shall be performed in accordance with such order, if any, and the value of work so added or omitted shall be computed by the Architect and the amount so ascertained shall be added or deducted from the contract price. All change orders shall be executed in conformity with Section 4.12.070 of the Springfield Revised Ordinances, 1986, as amended Contractor has familiarized himself with the nature and extent of the Contract Documents, and Federal and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

Contractor has given Architect written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Contractor.

Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Change order requests shall be in accordance with this Article and the Special Supplementary General Conditions 7.2.3.1.

ARTICLE IV

All work and materials shall comply in every respect with state and local laws and regulations and the directions of state and city inspectors of state and city inspectors of buildings. MGL C. 149 regulates this Contract. The Contractor shall give the proper authorities all required notices relating to this work, obtain all official permits required, and pay all fees for the same. The Contractor shall comply with Section 40, regulations of OSHA. The Contractor shall comply with Section 40, Chapter 82 of the Massachusetts General Laws, which requires contractors to notify public utility companies in writing at least forty eight (48) hours (excluding Saturdays, Sundays and legal holidays) before excavating in any public way.

ARTICLE V

The Owner shall have power to require the Contractor immediately to dismiss any workman, watchman, or other servant of the contractor, who shall in the Owner's opinion be incompetent, disorderly or otherwise unsatisfactory, and the Contractor shall forthwith comply with such requirement.

ARTICLE VI

The Contractor shall not employ any subcontractor for the execution of the same, or any part thereof, without the previous written consent of the Owner, and shall neither assign nor underlet this contract, nor assign, either legally or equitably, any of the monies payable hereunder, or any claims thereto, unless with the previous consent of the City expressed in writing signed in its name by the Springfield ____ (DEPARTMENT) ____.

ARTICLE VII

A competent foreman shall always be kept upon the premises, to whom all notices and orders may be delivered, and who shall superintend the workmen in the foreman's respective department. A foreman shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order and marked to record all changes made during construction. All of these shall be made available to the Architect and shall be delivered to the Chief Procurement Officer upon completion of the work.

ARTICLE VIII

The Contractor hereby agrees to and shall at all times defend, indemnify and hold the City and its officers, agents and employees, wholly harmless from any and all losses, cost, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death, and other liabilities of whatever kind or nature, caused by, resulting from, incident to, connected with, or arising directly or indirectly out of the negligent or willful act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable whether or not caused in part by any act or neglect on the part of the City, its officers, employees, agents or servants, or others, including parties indemnified hereunder. This indemnity shall survive termination of the contract.

ARTICLE IX

The Contractor shall provide sufficient safe and proper facilities at all times for the inspection of the work by the Owner and the Architect or their authorized representatives, and shall, within twenty four (24) hours after receiving written notice from the Architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him whether worked or unworked, and to take down all portions of the work which shall be, by written notice, condemned as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall complete such removal or raking down within such reasonable time as may be specified in such notice. In case the Contractor fails to comply with any such notice the City may do the work therein specified and charge the cost thereof to the account of the Contractor.

ARTICLE X

If the Contractor shall at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect the City may, after three (3) days written notice given to the Contractor by the Architect, provide any such labor or materials, and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract. If the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, or if the Contractor shall be adjudged a

bankrupt, or if he shall make a general assignment for the benefit of the contractor's creditors, or if a receiver shall be appointed to take charge of the Contractor's property, the City may terminate the employment of the Contractor for the said work and enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon. The City may employ any other person or persons to finish the work, and may provide the materials thereof, and in case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this contract until the expiration of sixty five (65) days after said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the City in finishing the work, such excess shall be paid by the City to the Contractor. If the expense incurred by the City shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive on the parties hereto.

ARTICLE XI

The Contractor shall achieve Substantial Completion of the whole of the work comprehended in this contract by the time or times started, to wit:

(SUBSTANTIAL COMPLETION DATE = _____ CALENDAR DAYS)

The Contractor will commence the work required within five (5) calendar days from the earlier of the date of the NOTICE TO PROCEED, or Contract signing by the Mayor, whichever is first. The calendar days shall be consecutive. Payment by the Contractor of Two Thousand Five Hundred (\$2,500.00) dollars for each and every calendar day the Contract extends beyond the stipulated time, as liquidated damages, is hereby agreed to. The Owner may, at its discretion and in writing, extend the time for completion of the work.

The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterrupted and at such rate of progress as will insure full completion thereof within the Contract time stated above, it is expressly understood and agreed, by and between Contractor and Owner, that the Contract time is reasonable for the completion of the Work.

The Contractor further agrees that within **THIRTY (30) days** of Substantial Completion, the project shall achieve Final Completion and Acceptance by Owner, or be subject to liquidated damages as described above.

ARTICLE XII

Should the Contractor be obstructed or delayed in the prosecution or completion of the work by the act, delay or default of the City, or of any other Contractor employed by the City upon the work, or by any damage which may happen by fire, lightning, earthquake, or cyclone, severe winter weather freezing conditions (as determined by the Architect and approved by the City) or the abandonment of the work by the employees through no default of the Contractor, then the time herein fixed for the completion of the work may be extended for such period as the Architect shall determine and certify in writing to the Contractor and to the City to be equivalent to the time lost by reason of any or all of the causes aforesaid. No such allowance shall be made unless a claim therefore is presented in writing to the Architect and to the City within twenty four (24) hours of the occurrence of such delay, and in no event shall the Contractor have any claim against the City for damages on account of any such delay in the completion of the work.

ARTICLE XIII

All materials used shall be of the best quality of their respective kinds, and all the work performed shall be executed in the most skillful and workmanlike manner, and both materials used and work performed shall be in every respect to the entire and complete satisfaction of the Architect.

ARTICLE XIV

The Contractor at all times shall keep the construction site free from accumulation of waste materials or rubbish caused by the Contractor's operation. The Contractor shall provide temporary barriers, warning lights and other implements in order to protect areas not requiring construction work. The Contractor shall, upon the completion of said work, remove all the scaffolding, fencing, rubbish, tools, construction equipment, machinery and surplus materials then remaining in or about the said construction site and shall leave the construction site in a perfect and proper condition.

ARTICLE XV

The maximum sum to be paid by the city to the Contractor for said work and materials shall be:

\$0.00

(**DOLLARS**)

Said payment shall be subject to the provisions of Massachusetts General Laws chapter 30, section 39K as follows: within fifteen (15) days ... after receipt from the Contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the work performed during the preceding month, the Awarding Authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, upon certification by the Contractor that he is the lawful owner and that the materials are free from all encumbrances, but less:

1. A retention based on its estimate of the fair value of its claims against the contractor; and less
2. A retention for direct payment to subcontractor based on demands for same accordance with the provisions of section thirty nine F, Chapter 30; and less
3. A retention not exceeding five (5%) percent of the approved amount of the periodic payment.

After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after (a) the Contractor fully completes the work or substantially completes the work so the value of the work remaining to be done is, in the estimate of the Awarding Authority, less than one (1%) percent of the original contract price, or (b) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first, the Awarding Authority shall pay the Contractor the entire balance due on the contract, less:

1. A retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work; and less
2. A retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty nine F or based on the record of payments by the Contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F.

If the Awarding Authority fails to make payments as herein provided there shall be added to each such payment daily interest at the rate of three (3%) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due in any event, on the amount due on a periodic estimate for final payment until fifteen (15) days . . . after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.

The Awarding Authority may make changes in any periodic estimated submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made,

but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made as provided herein; provided, that the Awarding Authority may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair, or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the Awarding Authority or to its designee as set forth in writing to the Contractor, and the date of receipt by the Awarding Authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed sub trade and each sub-trade listed in the sub-bid form as required by the specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the Awarding Authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the Architect to the effect that the Contractor has fully or substantially completed the work shall, subject to the provisions of section 39 J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the Awarding Authority, less than one per cent (1%) of the adjusted contract price, or the Awarding Authority has determined that the Contractor has substantially completed the work and the Awarding Authority has taken possession for occupancy, the Awarding Authority may send to the Contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The General Contractor shall then complete all such work items within thirty (30) days of receipt of such list or before the contract completion date, whichever is later. If the General Contractor fails to complete all incomplete and unsatisfactory work items within forty-five (45) days after receipt of such items furnished by the Awarding Authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the General Contractor by certified mail, return receipt requested, the Awarding Authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the General Contractor and such termination shall be without prejudice to any other rights or remedies the Awarding Authority may have under the contract. The Awarding Authority shall note any such termination in the evaluation form to be filed by the Awarding Authority pursuant to the provisions of section 44D of chapter 149.

ARTICLE XVI (Section 39F, C. 30 M.G.L.)

A. Forthwith after the General Contractor receives payment on account of a periodic estimate, the General Contractor shall pay to each Subcontractor the amount paid for the labor performed and materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

B. Not later than the sixty fifth (65) day after each Sub-Contractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the Sub-Contractor less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work shall be due the Sub-Contractor; and the Awarding Authority shall pay that amount to the General Contractor. The General Contractor shall forthwith pay to the Sub-Contractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Sub-Contractor by the General Contractor.

C. Each payment made by the Awarding Authority to the General Contractor pursuant to subparagraphs A. and B. of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the General Contractor to make such payment to each Subcontractor. If the Awarding Authority has received a demand for direct payment from a Sub-Contractor for any amount which has already been included in a payment to the General Contractor for payment to the Sub-Contractor as provided in subparagraphs (a) and (b), the Awarding Authority shall act upon the demand as provided in this Section.

D. If, within seventy (70) days after the Sub-Contractor has substantially completed the subcontract work, the Sub-contractor has not received from the General Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the Sub-Contractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the General Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth (70) day after the Sub-Contractor has substantially completed the subcontract work. Within (10) days after the Sub-Contractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the General Contractor, the General Contractor may reply to the demand. The reply shall be sworn statement delivered or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Sub-Contractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount for extra labor and materials to the General Contractor and of the amount due for each claim by the General Contractor and of the amount due for each claim made by the General Contractor against the Sub-Contractor.

E. Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth (70) day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the sub-contractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (1) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work; (2) specified in any court proceedings barring such payment; or (3) disputed by the General Contractor in the sworn reply; provided that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by paragraph D. above. The Awarding Authority shall make further direct payments to the Sub-Contractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (1) and (2) of this subparagraph.

F. The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (3) of subparagraph E. above in an interest-bearing joint account in the names of the General Contractor and the Sub-Contractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the General Contractor and the Sub-Contractor and shall notify the General Contractor and the Sub-Contractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the General Contractor and the Sub-Contractor or as determined by decree of a court of competent jurisdiction.

G. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account in a bank pursuant to subparagraph F shall be made out of accounts payable to the General Contractor at the time of receipt of a demand for direct payment from a Sub-Contractor and out of amounts which later become payable to the General Contractor and in the order of receipt of such demands from Sub-Contractors. All direct payments shall discharge the obligation of the Awarding Authority to the General Contractor to the extent of such payment.

H. The Awarding Authority shall deduct from payments to a General Contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph F, are sufficient to satisfy all unpaid balances of demands for direct payments, and the Sub-Contractor shall have a right in such deductions prior to any claims against such amount by creditors of the General Contractor.

I. If the Sub-Contractor does not receive payment as provided in subparagraph A or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Sub-Contractor and the Sub-Contractor does not receive payment for same when due less the deductions provided for in subparagraph A, the Sub-Contractor may demand direct payment by following the procedure in subparagraph D, and the General Contractor may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the Sub-Contractor performed or furnished the labor and materials for which the Sub-Contractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter the awarding Authority shall proceed as provided in subparagraphs E, F, G, and H.

ARTICLE XVII (Section 39N, C. 30 M.G.L.)

If during the progress of the work, the contractor or the Awarding Authority discovers that the actual sub surface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the Contractor or the Contracting Authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions.

A request for such an adjustment shall be in writing and shall be delivered by the party making such claims to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor or upon its own initiative, the Contracting Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance or the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Contracting Authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

ARTICLE XVIII (Section 39O, C. 30 M.G.L.)

A. The Awarding Authority may order the General Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay or interruption for fifteen (15) days or more due to a failure of the Awarding Authority to act within the time specified in this contract the Awarding Authority shall make an adjustment in this contract price for any increase in the cost of performance of this contract but shall not include any profit to General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

B. The General Contractor must submit the amount of a claim under provisions (A) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event not later than the date of final payment under this contract and except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

ARTICLE XIX

No certificate given or payment made under this contract, except the final certificate or final payment, shall be evidence of the performance of this contract, either wholly or in part, or be construed as a waiver of the right of the City either to reject any defective work or material or to require the fulfillment of any of the terms of the contract; and such final certificate or final payment shall not prevent a recovery by the City.

ARTICLE XX

The Contractor shall pay to the City all expenses, losses and damages incurred in consequence of any defect, omission or mistake of the Contractor or the Contractor's Sub-Contractors or the Contractor's employees; and any defects which may appear within twelve (12) months from the completion of the contract due to defective or improper materials or workmanship, shall upon request in writing, be immediately remedied and made good by the Contractor at the Contractor's own costs; and in case of default, the City may recover the cost of making good the same from the Contractor and from the sureties on the bond given to secure the performance of this contract. If the Contractor in the performance of said contract shall either depart from the original plans or substitute any other materials for a material named in the original specifications, by whomsoever the Contract may have been directed to make such departure or substitution the Contractor shall be responsible for any damage resulting therefrom to the City and shall reimburse the City thereof.

ARTICLE XXI

The Contractor further covenants and agrees to hold and save the City, its officers, agents, servants and employees, harmless from and against all demands of any kind for or on account of the use of any patents invention article or appliance included in materials furnished or employed under this contract.

ARTICLE XXII

The Contractor shall comply and the Contractor shall require each of the Contractor's Sub-Contractors employed in the completion of the Project to comply with all applicable Federal, State, Territorial, and Local laws. The Contractor certifies that the work will be carried out in accordance with Chapter 149 of the Massachusetts General Laws. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

ARTICLE XXIII

The goals for minority business enterprise (MBE) and women's business enterprise (WBE) participation for this contract is a cumulative goal of twenty per cent (20%) of MBE/WBE participation on the basis of the total dollars paid, minority/ women workforce, or a combination of these, as described in the MBE/WBE Enterprise Program bid documents. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority and women owned business, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the City of Springfield. The Contractor shall require similar reports from its Sub-Contractors. The Contractor agrees to make a good faith best effort to provide opportunities to eligible, bonafide minority and women owned and controlled businesses, as described in the "City of Springfield Minority and Women Business Enterprise Program" attached to this contract and incorporated herein by reference.

The term "a minority business enterprise" means a business at least fifty (50%) percent of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one (51%) percent of the stock which is owned by minority group members. For the purpose of the preceding sentence,

"minority business group members" are citizens of the United States who are Black, Hispanic, Asian, American Indian, Alaskan Native, Cape Verdean, Eskimos and Aleuts.

ARTICLE XXIV

In the employment of mechanics, teamsters and laborers in the construction, addition to and alteration of said work preference shall be given (1) to citizens of said City who are veterans as defined in clause forty three of section seven of chapter four, M.G.L., and who are qualified to perform the work to which employment relates; (2) to citizens of said City in general; (3) to citizens of the Commonwealth who are veterans aforesaid in the Armed Forces of the United States and have been discharged or released and are qualified, as aforesaid; (4) to citizens of the Commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers then (5) to citizens of the United States. This article and Article XXV are intended to be in compliance with Chapter 149, Section 26, of the General Laws and any acts in amendments thereof or in addition thereto.

ARTICLE XXV

The rate per hour of wages to said mechanics and apprentices, teamsters, chauffeurs and laborers employed in the construction addition to or alteration of said work shall not be less than the rate or rates of wages to be determined by the Commissioner of Labor and industries as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal services of the City; provided, further that if in the City a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided, further, that if no such rate or rates have been so established in the City, the wages paid to mechanics and apprentices, teamsters, chauffeurs and laborers on said work, shall not be less than the prevailing wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry in the City. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided. This article and Article XXIV are intended to be in compliance with Chapter 149, Section 26, of the General Laws and any acts in amendments thereof or in addition thereto.

ARTICLE XXVI

A schedule of rates or rates of wages obtained from the Division of Occupational Safety pursuant to a list submitted to the Commission of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed in connection with said work, is attached hereto and made a part hereof; and it is agreed that said schedule shall be the minimum rate or rates of wages for said employees during the life of the contract. The Contractor shall cause a legible copy of said schedule to be kept posted in a conspicuous place at the site of said works during the life of the contract. This article is intended to be in compliance with Chapter 149, Section 27, of the General Laws and any acts in amendment thereof of in addition thereto.

ARTICLE XXVII

The Contractor shall pay to any reserve police officer employed by him the rate of wages paid to regular police officers in the City. This article is intended to be in compliance with Chapter 149, Section 34B, of the General Laws and acts in amendment thereof or addition thereto.

ARTICLE XXVIII

In case of any dispute as to wages arising under the preceding sections, the Commissioner of Labor and Industries shall investigate and decide what rate of wages in accordance with the preceding sections, shall be paid.

ARTICLE XXIX

The Contractor and every Subcontractor shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said works, showing the name, address, and occupational classification of each such employee, and the hours worked by, and the wages paid to, each such employee, and shall furnish copies of same in required form and manner to the Commissioner of Labor and Industries and/or the City upon request, signed by the employer or his authorized agent under the pains and penalties of perjury. Such records shall be open to an authorized representative of the Department of Labor and Industries or the City at any reasonable time, and as often as may be necessary. Every Contractor and Subcontractor required to keep such a record shall submit a copy of said record to the Awarding Authority on a weekly basis.

Every Contractor and Subcontractor shall preserve its payroll records for a period of six (6) years from the date of completion of the contract. Every Contractor and Subcontractor shall furnish to the Commissioner of Labor and Industries within fifteen (15) days after the completion of its portion of the work a Statement of Compliance, in the form set forth in Chapter 149, Section 27B of the General Laws and any acts in amendment thereof or in addition thereto.

ARTICLE XXX

No laborer, workman, or mechanic, foreman or inspector working within the Commonwealth, in the employ of the Contractor, Sub Contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, except in cases of emergency, or in case any town subject to section thirty one is a party to such a contract, more than eight (8) hours in any one (1) day, except as aforesaid. This article is intended to be in compliance with Chapter 149, Section 34, of the General Laws and acts in amendment thereof or in addition thereto.

ARTICLE XXXI

No Architect or teamster working within the Commonwealth in the employ of the Contractor, Sub-Contractor or other person doing or contracting to do the whole or part of the work contemplated by this contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, except in cases of emergency, or in case any town subject to Section thirty-one is a party to such a contract, more than eight (8) hours in any one day, except as aforesaid.

ARTICLE XXXII

The Contractor shall not, nor shall the Contractor's agents or employees, directly or indirectly require, as a condition of employment in the work provided for by this contract, that any employee shall lodge, board or trade at a particular place or with a particular person. Every employee in public works shall lodge, board and trade where and with whom he (or she) elects; and no person or his agents or employees under contract with the Commonwealth, or county, city or town or with a department, board, commission or officer acting therefore, for the doing of public works shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person.

ARTICLE XXXIII

The Contractor shall, before commencing performance of the Contract, procure such policies of insurance as will protect him and the City against claims under the Workmen's Compensation Acts and any other claims for damages for personal injury, including death, which may arise from operation under this contract, and the Contractor shall continue such insurance in full force and effect during the term of the Contract. Certificates of such insurance, naming the City as a co-insured, shall be filed with the City and affixed to this contract, and shall be subject to the approval of the Architect and the City for adequacy or protection. The Contractor shall, before commencing performance of the contract, at the Contractor's own expense, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty two of the General Laws to all persons to be employed under the contract, and the contractor shall continue at the Contractor's own expense, such insurance in full force and effect during term or the contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen (15) days prior to the intended Notice of Cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested shall be sufficient notice. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of the contractor.

ARTICLE XXXIV

The Contractor shall within five (5) days of Notice of Award furnish the City with a Performance Bond in an amount equal to one hundred percent (100%) of the Contract sum as security for the faithful performance of this Contract and also a Labor & Materials Payment Bond in an amount equal to one hundred percent (100%) of the Contract sum as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The said Performance and Labor and Materials bonds shall be affixed to this contract at its execution and have surety or sureties which are licensed to do business in the Commonwealth of Massachusetts approved by the Mayor of the City.

ARTICLE XXXV

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with Sub-Contractor or vendor as a result of such direction by the Department, the contract may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE XXXVI

The City shall have the right to terminate the Contract in whole or in part if:

A. any representative made by the Contractor to the City in connection with the Contract Documents shall be incorrect or incomplete in any material respect.

B. The Contractor fails to comply with the essential conditions of this agreement, that it shall diligently pursue the development of this project. It is expressly understood and agreed that the Contractor shall notify both the Architect and the City in the event delays occur which delays affect the start of on-site labor or accomplishment of the project. Time is of the essence of the completion of this project.

C. The intent and purpose of the Project is changed substantially so as to significantly affect the accomplishment of the Project as intended.

D. The Contractor has violated commitments made by it in its proposal and supporting documents or has violated any of the terms of conditions of this Agreement.

E. Any official, employee, Architect, attorney, Engineer or inspector of or for the City or any State or local official or representative, becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction for the Project, or in the furnishings of any service to or in connection with the Project, or in any benefit arising therefrom.

F. The Contractor fails to report immediately to the City any change of authorized representative(s) acting in lieu of or on behalf of the Contractor.

G. The Contractor fails to fulfill its bonafide minority and women business enterprise commitments outlined in Contract Documents.

Should the City elect to terminate the Contract under clauses A, B, D, or G, the Contractor shall forthwith repay to the City all money received by it under the Contract. The City reserves the right to suspend the Contract and withhold further payment, or prohibit the Contractor from incurring additional obligations pending corrective action by the Contractor or a decision by the City to terminate the Contract unless the Project is completed to the satisfaction of the City.

ARTICLE XXXVII

The Contractor shall establish, maintain and preserve and the Contractor shall require each of its Sub-Contractors to establish, maintain and preserve property management, project performance, financial management, payrolls and reporting documents and systems, and such other books, records and other data pertinent to the Project as the City may require. All such records shall be retained for a period of six (6) years following receipt of final payment. The Contractor shall render and shall require each of its Sub-Contractors to render to the City or any authorized representative of the City the right to inspect and monitor all work, materials, payrolls, record and personnel, invoices and other relevant data and records pertaining to the development and construction of the Project. The Contractor shall give the City access to and the right to examine all records, books, papers or documents related to the Project for the entire time period beginning with Project commencement and ending six (6) years after final acceptance and final payment. The Contractor shall provide such information on this Project as is required by the City

ARTICLE XXXVIII

The Contractor shall furnish and install all "weather protection" materials in accordance with M.G.L. c149, s44G, Chapter 497 of the Acts of 1970.

A. **"Weather Protection"** shall mean the temporary protection of that work adversely affected by moisture, wind and cold by covering and enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Awarding Authority and be consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations.

B. Standards for such protection shall be established by the Deputy Commissioner of Planning and Operations in the Executive Office for Administration and Finance.

C. Responsibility for Weather Protection

1. The entire responsibility for weather protection during construction until Substantial Completion, shall be assumed by the Contractor, who shall be liable for any damage to any work caused by the Contractor's failure to supply proper weather protection and proper ventilation as required.

2. Any work damaged by frost shall be removed and replace by the Contractor at the Contractor's own expense and as directed by the Architect.

3. It is to be specifically understood that the Contract shall do no work at any time or under any conditions that he or she deems unsuitable to the perfect execution of the Work. This provision shall not be interpreted as constituting any waiver, release or lessening or the Contractor's obligation to bring the Work to Substantial Completion with the period of time set forth in the Agreement.

ARTICLE XXXIX

1. The words defined herein shall have the meaning stated below whenever they appear in this section:
 - A. **"Contractor"** means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to section thirty-nine M of chapter 30, Sections forty-four A through H inclusive of chapter one hundred and forty-nine
 - B. **"Contract"** means any contract awarded or executed pursuant to section thirty-nine M of chapter thirty, or sections forty-four A through H, inclusive, of chapter one hundred and forty-nine.
 - C. **"Records"** means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers, and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
 - D. **"Independent Certified Public Accountant "** means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of the accountant's residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the Awarding Authority.
 - E. **"Audit"**, when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
 - F. **"Accountant's Report"**, when used in regard to financial statements, means a document in which an independent certified accountant indicates the scope of the audit which said accountant has made and sets forth said accountant's opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed, the reason therefore shall be stated. An accountant's report shall include as part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.
 - G. **"Management"**, when used herein, means the chief executive officers, partners, principal or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.
 - H. **"Accounting terms"**, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.
2. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and
 - A. Until the expiration of six (6) years after final payment, the Awarding Authority, the Office of the Inspector General and the Deputy Commissioner of Capital Asset Management shall

have the right to examine any books, documents, papers or records of the Contractor or his or her Subcontractor that directly pertain to, and involve transactions relating to the Contractor or his or her Subcontractor, and

- B. If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording or recording transactions which materially affect any statements filed with the Awarding Authority, including in the Contractor's description the date of the change and reasons thereof, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and
- C. If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth below prior to the execution of the contract, and
- D. If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audit financial statement for the most recent completed fiscal year as set forth below.
- E. The Contractor shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
 - 1. transactions are executed in accordance with management's general and specific authorization,
 - 2. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets,
 - 3. access to assets is permitted only in accordance with management's general or specific authorization; and
 - 4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

- 3. The Contractor shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that said accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
 - A. Whether the representations of management in response to these paragraphs are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - B. Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

The Contractor shall annually file with the Awarding Authority during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

The Office of Inspector General, the Deputy Commissioner of Capital Asset Management and the Awarding Authority shall enforce the provisions of this section. The Deputy Commissioner of Capital Asset Management may after providing an opportunity for the Inspector General and other interested parties to comment, promulgate pursuant to the provisions of the chapter thirty A such rules, regulations

and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to the authorities. The contractor's failure to satisfy any of the requirements of this section may be grounds for disqualification pursuant to section forty-four C of chapter one hundred and forty-nine.

ARTICLE XL

The Contractor shall not employ any alien in the United States in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to the immigration, exclusion, deportation, or expulsion of aliens.

ARTICLE XLI

The Contractor and its Sub-Contractors shall use raw material mined or produced in the United States and from United States Manufacturers substantially made from materials mined, produced or manufactured in the United States.

ARTICLE XLII

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

ARTICLE XLIII

The Contractor shall give special consideration, consistent with existing applicable collective bargaining agreements and practices to the employment on the Project of qualified disabled veterans defined in 38 USC 2011 (1), and to qualified Vietnam era veterans defined in 38 USC 2011 (2) (A).

ARTICLE XLIV

The laws of the Commonwealth of Massachusetts shall govern this agreement, unless otherwise specified. Any action, whether at law or equity, shall be brought only in the Superior Court of Hampden County, or the Federal District Court for the district of Massachusetts, sitting in Springfield.

IN WITNESS WHEREOF the City of Springfield has caused these presents to be signed in its name and behalf, by its _____, with the approval of Domenic J. Sarno, its Mayor, and the said Contractor has caused these presents to be signed in the contractor's named and behalf by **(CONTRACTOR NAME AND COMPANY) its (CONTRACTOR TITLE OR POSITION)**. hereto duly authorized the day and year the same is signed by all necessary parties hereto, including the Mayor of Springfield, on the date noted below.

CONTRACTOR

CITY OF SPRINGFIELD

By: _____

By: _____

**LAUREN STABILO
CHIEF PROCUREMENT OFFICER**

**APPROVED AS TO APPROPRIATION
PURSUANT TO M.G.L. c. 44, s31C**

APPROVED:

By: _____

**PATRICK BURNS
COMPTROLLER**

By: _____, DIRECTOR

DEPARTMENT OF _____

REVIEWED

APPROVED AS TO FORM

By: _____

**LEE C. ERDMANN
CHIEF ADMINISTRATIVE
AND FINANCIAL OFFICER**

By: _____

ASSOCIATE CITY SOLICITOR

APPROVED:

By: _____

MAYOR DOMENIC J. SARNO

Date signed: _____

**SECTION 02080
ASBESTOS ABATEMENT**

PART I - GENERAL

1.01 GENERAL PROVISIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.
- B. The Owner shall not incur any additional costs due to negligence or regulatory requirements imposed upon this project due to the Asbestos Abatement Contractor failing to abide by the requirements of the specifications and applicable regulations.

1.02 DEFINITIONS

- A. The following definitions shall be applicable to this Section:

"Site": Refers to the demolition and site restoration of each awarded building under this Invitation for Bid (IFB) as per the specifications and drawings herein.

"Owner": Refers to the City of Springfield and their designated, authorized personnel.

"Consultant": Refers to ATC Associates Inc., 73 William Franks Drive, West Springfield, Massachusetts and their designated, authorized personnel.

"General Contractor": Refers to the Contractor who has been awarded the overall contract for demolition work outlined by the Contract Documents.

"Asbestos Abatement Contractor": Refers to the Contractor who is performing asbestos abatement work as outlined by this Section.

1.03 GENERAL REQUIREMENTS/QUALIFICATIONS

- A. All Asbestos Abatement work referenced herein shall be performed by a Massachusetts licensed Asbestos Abatement Contractor in accordance with Massachusetts Department of Labor Standards 453 CMR 6.0 Regulations.
- B. Qualifications of Asbestos Abatement Contractor
 - 1. Asbestos Abatement Contractor performing the abatement work of this section ("Asbestos Abatement Contractor") shall be an Asbestos Abatement Contractor licensed to perform asbestos operations in the State of Massachusetts. Asbestos Abatement Contractor shall submit license number and proof of licensure.

2. The Asbestos Abatement Contractor shall also provide the project name, contact person and phone number of three (3) projects which were successfully completed of similar size and scope within the last two (2) years. Each project shall have been completed in good standing and the work performed by the Asbestos Abatement Contractor for each project resulted in no work violations/citations, contract delays, contract extensions/disputes or litigation. Failure to provide this information and/or meet the approval of these qualifications by the Owner may result in rejection of the Asbestos Abatement Contractor.
3. The Owner shall also reserve the right to research and utilized other information received from any other projects completed by the Asbestos Abatement project not provided under 1.03 B (2) above, regardless of the date completed, location or circumstances resulting from the outcome of their work. The Owner shall reserve their right to reject the Asbestos Abatement Contractor based upon this review, for any reason, if found to be in the best interest of the Owner.

1.04 DESCRIPTION OF WORK

- A. Work: This section details all areas where asbestos abatement work is to be performed and lists areas requiring special protection during the abatement work. The Asbestos Abatement Contractor shall furnish all labor, materials, services, training, insurance, and equipment as needed to complete removal of asbestos-containing and asbestos-contaminated materials located as indicated below. The Asbestos Abatement Contractor shall follow all Federal, State and local ordinances, regulations and rules pertaining to asbestos, including its abatement, storage, transportation and disposal.
- B. The Asbestos Abatement Contractor shall be responsible for verifying all quantity estimates with the Owner's Representative (Consultant) prior to the start of abatement. No compensation under the Price Agreement Contract will be granted to the Asbestos Abatement Contractor for failure to perform this requirement.
- C. The following requirements shall be applicable for asbestos abatement work at each site.
 1. All Asbestos Abatement work shall take place in accordance with the provisions outlined herein as well as current local, state and federal regulations. No additional compensation shall be granted to the Asbestos Abatement Contractor for compliance with applicable laws when performing the abatement work at the site. This shall include any regulatory requirements that mandate additional or more restrictive containment and abatement procedures than what has been presented herein.
 2. The Asbestos Abatement Contractor shall coordinate with the General Contractor as to the locations of areas to be abated in accordance with the Scope of Work outlined herein.
 3. The Asbestos Abatement Contractor shall be responsible for all demolition work required to properly access all asbestos materials for abatement.
 4. The following requirements shall be applicable for abatement of all pipe insulation at each site:
 - *The Asbestos Abatement Contractor shall be required to perform all wall, ceiling and floor demolition required to access pipe insulation specified for abatement herein. All demolition work shall take place under full containment and all demolition debris shall be disposed of as asbestos waste (unless otherwise determined by ATC).*
 - *With regards to fitting abatement, removal shall include the asbestos-containing fitting as well as six (6) inches of fiberglass insulation from each side of the fitting being abated.*

- *Reinsulation of abated piping shall not be required.*
5. The following requirements shall be applicable for abatement of all flooring materials at each site:
- *Removal of existing floor tile/mastic and linoleum/backing material shall include all layers of such materials (including glue/levelastic, grout, etc.) down to the existing subfloor or concrete. This shall also include underlying multiple layers of such materials as well as all plywood stained with mastic/backing.*
 - *The Asbestos Abatement Contractor shall remove all material by manual and/or mechanical means.*
6. The following requirements shall be applicable for abatement of all interior/exterior caulking or glazing compound at each site:
- *Removal of the interior/exterior caulking or glazing compound located on the windows and doors shall include removal and disposal of the entire component (i.e. window, door) as part of the abatement process if an approved Alternate Work Practice is obtained by the contractor. This shall also include all underlying caulking, mastic, glazing compound and overruns present on the components, underneath the components or on adjacent substrates. In addition, caulking may be present on the brick/masonry windowsill and building envelope that is required to be removed as well. Exterior window caulking and/or glazing must be removed within a negative pressure containment unless an approved AWP is obtained.*
 - *The Asbestos Abatement Contractor does have the option to remove the asbestos glazing compound or caulking from the substrate within the containment area and dispose of each component as non-asbestos material. All removal shall take place from the exterior of the building by sealing the interior portion of the opening with polyethylene sheeting and by regulating the exterior portion of the building for abatement with a tent enclosure under negative pressure.*
 - *If the Asbestos Abatement Contractor chooses to remove and dispose of the window or door components as whole units, a waiver from the DEP is required for approval of such work practices. The Asbestos Abatement Contractor shall be required to apply for such a waiver and receive approval prior to the start of the work.*
7. The following requirements shall be applicable for abatement of all boiler units at each site:
- *The Scope of Work includes the removal and disposal of all asbestos-containing materials located on the exterior and interior portions of each boiler. Removal shall include, but is not limited to rope, packing insulation, gaskets, firebrick, soot/debris, piping, wall parging, caulking, mastic etc. The Asbestos Abatement Contractor shall be required to demolish each boiler unit under containment to access all asbestos-containing materials. All fiberglass and permeable items that result from demolition activities shall be removed and disposed as asbestos materials. All non-permeable items (i.e. metal jacket, ribs, etc.) may be properly decontaminated and passed out of the area and disposed of as non-asbestos waste at the approval of the Owner's Consultant.*
 - *The Asbestos Abatement Contractor shall also be made aware that heavy metals may exist within the soot/debris located inside the boiler units and breaching. The Asbestos*

Abatement Contractor shall be responsible for proper testing of such material to determine: (1) appropriate waste disposal requirements; and (2) appropriate worker protection to be employed during the work. All costs associated with the testing and required PPE for handling this material shall be borne by the Asbestos Abatement Contractor. All analytical results shall be reviewed and approved by the Owner's Consultant. In addition, the Asbestos Abatement Contractor shall be responsible for all costs associated with proper collection and disposal of all material (whether hazardous or non-hazardous) and a waste manifest/shipment record shall be provided to the Owner.

8. The following requirements shall be applicable for abatement of all work areas that may be considered a Confined Space under OSHA Regulations. This shall include, but not be limited to work in the wall chases, boiler units etc.
 - *It shall be the Asbestos Abatement Contractors responsibility to determine the requirements for confined space entry at all locations and comply with all aspects of OSHA's Confined Space Regulations. A copy of the Asbestos Abatement Contractor's Confined Space Program, training certificates and site-specific monitoring/permitting protocol shall be provided to the Consultant for review and approval prior to commencement of the work.*
9. The following requirements shall be applicable for abatement of glue-daubs at each site:
 - *Removal of the glue daubs behind ceiling tiles/wallboards/chalkboards shall include the glue daubs and any residual material from the wall substrate. If the material has been applied to a wood substrate, the Asbestos Abatement Contractor shall remove the wood substrate as well and dispose of as ACM. Removal shall also any residual daubs located on the chalkboard/bulletin board itself. In the event the residual daub material cannot be removed from the ceiling tiles/ chalkboard/bulletin board to the satisfaction of the Owner's Consultant, the entire board(s) shall be removed and disposed as asbestos.*
10. **Site Specific Scope of Work:** The Asbestos Abatement Contractor shall refer to Hazardous Materials Report ("Asbestos and Environmental Report") performed by the Owner that outlines a summary of items requiring abatement at each site.
11. **Demolition/Abatement of Unsafe Structures** – A comprehensive Asbestos Survey will **NOT** be performed for sites that are unsafe to enter due to fire and/or public safety hazards. For those sites, all demolition material and debris generated may be considered asbestos-containing material and may be required to be disposed of as asbestos waste per an approved Alternate Work Practice (AWP). Refer to Attachment A for specific requirements. The owner's consultant shall prepare and submit for approval an AWP to MA DEP for these sites.

1.05 ALTERNATES

Not Applicable

1.06 SUBMITTALS

- A. In addition to items required by other sections of the Project Manual, the following submittals are required for review and approval by the Owner on/or before the Pre-Construction Meeting:
1. Copy of Massachusetts DLS Asbestos Abatement Contractor's License
 2. Copies of certifications, notifications and all applicable licenses
 3. Chain-Of-Command list of all personnel on-site and emergency contact person(s)
 4. Work plan which dictates all removal procedures to be implemented and projected schedule of completion.
- B. In addition to the items required by other sections of the Project Manual, the following submittals are required for final payment
1. Copy of Waste Shipment Records

1.07 CODES AND STANDARDS

- A. All work shall conform to the standards set by applicable Federal, State and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract, and as may be required by subsequent regulations. In addition to any detailed requirements of the Specification, the Asbestos Abatement Contractor shall at his own cost and expense comply with all laws, ordinances, rules and regulations of Federal, State, Regional and Local Authorities regarding handling and storing of asbestos waste material. This includes all applicable OSHA regulations.
- B. All regulations and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited State, Federal, or local regulations, the more restrictive or stringent requirements shall prevail. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the Asbestos Abatement Contractor's responsibility to know, understand, and abide by all such regulations and common practices.

1.08 FEES, PERMITS & LICENSES

- A. The Asbestos Abatement Contractor shall pay all licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or process in the performance of the work specified in this section. The Asbestos Abatement Contractor shall be solely responsible for costs, damages, or losses resulting from any infringement of these patent rights or copyrights. The Asbestos Abatement Contractor shall hold the Owner and Consultant harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights. If the Contract Specification requests the use of any product, design, invention, or process that requires a licensing, patent or royalty fee for use in the performance of the job, the Asbestos Abatement Contractor shall be responsible for the fee or royalty fee and shall disclose the existence of such rights.
- B. Asbestos Abatement Contractor shall be responsible for costs for all licensing requirements, where applicable and notification requirements and all other fees related to the Asbestos Abatement Contractors ability to perform the work in this Section.

- C. Secure all necessary permits for work under this Section, including hauling, removal, and disposal, fire, and materials usage, or any other permits required to perform the specified work.

1.09 CLEANING

- A. Maintain the work site in a neat and orderly manner at all times, so as not to interrupt or infringe upon the work of other trades. Perform all final cleaning of abatement work areas as required by this Section and Massachusetts Regulations to the approval of the Owner's Consultant. Upon completion of work in any given area, Asbestos Abatement Contractor shall remove all material and equipment associated with the work, not necessary to complete other phases of the work in that area.
- B. At the end of each work day the Contractor shall ensure that the building is secured and all exterior areas of the building are free and clear of all work related debris.
- C. Comply with all requirements for final clearance and release of a work area as described in this Section and required by the Massachusetts Regulations prior to take down of polyethylene and area clean-up.

1.10 COORDINATION

- A. Extend full cooperation to Owner in all matters involving the use of Owner's facilities. At no time shall the Asbestos Abatement Contractor cause or allow to be caused conditions, which may cause risk or hazard to the general public, or conditions that might impair safe use of the facility.
- B. Complete Asbestos activities in the phases of the final schedule agreed upon by Owner.

1.11 SUBSTITUTION OF MATERIALS OR METHODS

- A. Owner and Consultant approval is required for all modifications to methods, procedures, and design, which may be proposed by the Asbestos Abatement Contractor. It is the intent of these documents to allow the Asbestos Abatement Contractor to present alternative methods to the abatement processes herein, for review by Owner and Consultant. Any such modifications or substitutions to methods, procedures, or design shall comply with applicable regulations. Asbestos Abatement Contractor shall submit the proposed modification or substitution in accordance with the requirements of the General Conditions, and no later than fifteen (15) working days prior to planned commencement of proposed modification, for review and approval.
- B. Unless requests for modification or substitution are made in accordance with the above instructions and the instruction of the General Conditions, supported by sufficient proof of equality, Asbestos Abatement Contractor shall be required to furnish the specifically named or designed items, methods or procedures designated in this Section.
- C. If the modification or substitution necessitates changes or additional work, same shall be provided and the Asbestos Abatement Contractor shall assume the cost and the entire responsibility thereto unless performed under the approved Change Order Process.
- D. The Owner and Consultant's permission to make such substitution shall not relieve the Asbestos Abatement Contractor from full responsibility for the work.

1.12 SITE SECURITY

- A. The Asbestos Abatement Contractor is responsible for performing all work under this contract without contaminating the building or environment with asbestos fibers. This includes interior areas, outside containment locations, machinery and equipment and any other release into unregulated spaces. The Asbestos Abatement Contractor is responsible for making right and clean-up of any such contamination if found to be present.
- B. The Asbestos Abatement Contractor will be responsible for the security of the abatement area, allowing only authorized personnel into the area, and securing assigned entrances and exits with locked doorway's at the end of the work day. Signs will be posted prior to asbestos removal as required in 29 CFR 1926.1101.

1.13 PROJECT MONITOR

- A. The Owner has retained ATC Associates Inc., as their Consultant for the technical advisement and project management during the Project. In addition, ATC will perform project monitoring services during abatement activities. The Contractor shall regard ATC's direction, as authoritative and binding as provided herein, in matters outlined by this Section.
- B. ATC's licensed Project Monitor, acting as the Owner's Representative, will perform monitoring of Contractor work practices and performance, inspection of the worksites, and air sampling and analysis for each phase of the asbestos removal project. Quality control and testing criteria has been established in these specifications, and will be strictly enforced. ATC's Project Monitor will review matters relating to safety, interpretation of the specifications, and scheduling of work, and will make decisions upon consultation with the Owner.

1.14 TEMPORARY FACILITIES

- A. The Asbestos Abatement Contractor shall be responsible for providing all temporary power and water required for performance of the work specified herein.
- B. The Asbestos Abatement Contractor shall also be responsible for providing all temporary toilets required for workers to use during the construction project.

PART II - PRODUCTS

2.01 MATERIALS

All materials and equipment proposed to be used on this project shall be subject to the acceptance of the Owner and Consultant. The Asbestos Abatement Contractor shall comply with local, state and federal regulations pertaining to the selection and use of materials and equipment on this project. The Asbestos Abatement Contractor shall provide a submittal on all materials and equipment to be used for review and approval by the Consultant prior to commencement of the work.

PART III - EXECUTION

3.01 WORK PROCEDURES

- A. All asbestos abatement work shall take place in accordance with the provisions outlined herein as well as local, state and federal regulations. In particular, Massachusetts DLWD and DEP regulations regarding asbestos removal and disposal shall be adhered to.
- B. Visual Inspections: Work areas shall pass a visual inspection conducted by the Site Supervisor responsible for the project and the Owner's Project Monitor (i.e. Consultant). The criterion for this inspection will be the absence of visible debris in accordance with ASTM standard E1368-90. A certificate of visual inspection will be signed by the Project Monitor and the Site Supervisor after final inspection clearance. The Contractor will be responsible for the costs of visual inspection and testing required for any work which fails clearance air quality criteria.

3.02 DISPOSAL

- A. Packaging: Prior to post-abatement inspection, asbestos- containing waste shall be packaged in sealed double containers and removed from the work area to a specified transportation vehicle or a designated holding area approved by the Owner. At the end of each work day the Asbestos Abatement Contractor shall remove the debris accumulated during that days work activities using procedures outlined in the Specifications. The Asbestos Abatement Contractor shall provide a daily tally of all bags removed.
- B. Temporary Storage of Waste: An area for temporary storage of asbestos waste must be approved by the Owner. Asbestos waste may only be stored in a restricted area and must be in an **enclosed container** which is posted and secured whenever not in use. Asbestos waste material shall be loaded into a waste transportation vehicle/dumpster and hauled away as soon as there is a sufficient quantity available for direct transportation to the approved disposal site.
- C. OSHA/EPA labeling: Asbestos warning labels having permanent adhesive and waterproof print, or being permanently printed on the container, shall be affixed to the outside of all asbestos containers, and each inside bag, except that nonfriable asbestos-containing waste that has not been and does not have a high probability of becoming, crumbled, pulverized, or reduced to powder need not be labeled. Labels will be conspicuous and legible and shall contain the following warning:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

The Asbestos Abatement Contractor is directed to properly label each waste bag in accordance with the latest NESHAP standard, Section 61.150, with the following information:

SITE OWNER'S NAME
SITE NAME

- D. DOT labeling and marking: A DOT "class 9" shipping label and DOT mark shall be applied to or be printed on each packaging of asbestos-containing materials; except for nonfriable asbestos-containing materials that did not become crumbled, pulverized, or reduced to powder; or a limited quantity of asbestos-containing material which is not being transported by air.
- E. EPA vehicle marking: Each vehicle transporting asbestos-containing waste shall be marked with asbestos danger signs during loading and unloading of the waste, in accordance with the NESHAP, 40 CFR 61.150.
- F. Asbestos waste shipment records: The Asbestos Abatement Contractor shall prepare the waste shipment records. Completed waste shipment record(s) signed by the Asbestos Abatement Contractor, all transporter(s), transferor(s), disposal and/or conversion facility(s), shall be provided to the Owner within 30 days of the time at which the asbestos-containing wastes are received at the disposal and/or conversion facility(ies), which shall be no longer than 40 days after the waste was accepted by the initial transporter. The Waste Shipment Record shall specify the designating number of bags or cubic yard(s) of asbestos waste.
- G. Depositing: Asbestos waste shall be deposited as soon as practical at a regulated waste disposal site, except for EPA "Category I" nonfriable ACM that has not become friable, nor will be or has been sanded, ground, cut, or abraded. Waste disposal sites for asbestos materials will be in accordance with 40 CFR 61.25, Waste Disposal Sites. The Contractor shall provide written evidence that the site is approved for asbestos disposal by the EPA, State and local regulatory agencies.

3.03 QUALITY CONTROL AND TESTING

- A. The Asbestos Abatement Contractor shall be responsible for achieving acceptable visual and final air clearance testing for ALL abatement areas as follows:
- Clearance inspection: ATC's Project Monitor shall inspect the work area and surrounding areas for clearance using visual and physical methods, prior to clearing the project for air monitoring clearance procedures. For each abatement areas, post abatement clearance air samples will be taken when a visual inspection by ATC's Project Monitor detects no visible debris, and surfaces are encapsulated and dry. Phase Contrast Microscopy (PCM) clearance testing will be performed to confirm the completion of removal. All clearance testing shall be performed in accordance with state of Massachusetts Regulations. The work areas shall be considered complete if the following criteria is met:
 1. Containment's cleared and samples analyzed by Phase Contrast Microscopy (PCM): Maximum airborne fiber concentration of <0.01 fibers per cubic centimeter for each sample.

Note: Should the visual inspection fail, the Asbestos Abatement Contractor shall reclean the entire work at no additional cost to Owner, utilizing the methods specified in this section. The Asbestos Abatement Contractor shall pay for all additional visual inspections until clearance is achieved as per this Section. The cost of additional inspections shall be paid by the Asbestos Abatement Contractor by subtracting the cost for analysis and inspector's time from the Contract total.

ATTACHMENT A

**DEMOLITION/ABATEMENT OF UNSAFE STRUCTURES
PROTOCOL**

DEMOLITION/ABATEMENT OF UNSAFE STRUCTURES REQUIREMENTS

- A. The following procedures shall be applicable for Demolition/Abatement of Unsafe Structures work under this Invitation to Bid (IFB). The City shall determine if a structure is safe for an asbestos inspection and/or traditional abatement prior to demolition.
- B. The City of Springfield shall apply for an Alternate Work Practice (AWP) for each site with the Massachusetts Department of Environmental Protection (DEP) and Department of Labor Standards (DLS). The City of Springfield shall provide a stamped AWP to all involved parties.
- C. Demolition of the building shall **NOT** commence until the following items are adhered to:
1. A representative from each entity working on the project signs and dates the AWP. This shall include the General Contractor, Asbestos Contractor, Consultant and City of Springfield.
 2. Upon receipt of the stamped AWP back from the DEP, the City of Springfield shall notify the General Contractor that the stamped AWP has been received and that the work can commence once the applicable Asbestos Notification Form (ANF-001) has been filed with the DEP. In addition, a copy of the stamped AWP form shall be distributed to all parties.
 4. A copy of the final AWP (signed by all parties and stamped by the DEP) shall be on-site during all demolition work.
- D. The following work procedures shall be adhered to for the work by the Demolition Contractor and Asbestos Abatement Contractor:
1. Any violation of any condition listed herein shall be considered a violation of the regulations from which the exemption is sought and shall:
 - a. immediately revoke the AWP and
 - b. potentially subject the property owners, their contractors, subcontractors and consultants to enforcement action by the MassDEP.
 2. The demolition contractor shall submit a completed Demolition Notification Form (BWP AQ06), and an Asbestos Notification Form, (ANF-001), to the MassDEP with the appropriate fees paid. Emergency waivers of the ten (10) working day notification periods, if appropriate, will be granted by the MassDEP upon request.
 3. An asbestos contractor shall be on Site to manage all asbestos containing material and asbestos-containing waste material at the Site during the demolition operation. This asbestos contractor shall submit a separate Asbestos Notification Form, (ANF-001), to the MassDEP with the appropriate fees paid. An emergency waiver of the ten (10) working day notification period, if appropriate, will be granted by the MassDEP upon request.
 4. The work area shall be segregated to prevent access by any personnel, who are not part of the demolition and asbestos loading operation. All demolition and loading operations shall be done with wet methods so that no dust is generated.
 5. Large capacity water hoses shall be used during all phases of the demolition and loading

operation to eliminate dust generation. Water runoff control shall be implemented to ensure the capture and containment of all asbestos contaminated water from the work Site. If lined collection pits are used the pit liner and at least one inch (1") of soil shall be removed from the pit and disposed of as asbestos waste upon completion of the demolition and loading operation. Asbestos contaminated water must pass through filters capable of capturing and containing particles greater than or equal to five (5) microns in size, before disposal to a sanitary sewer is permitted.

6. All equipment and personnel associated with the demolition and loading operation shall be fully decontaminated on a daily basis and before being released to other service.
7. The Owner's Consultant shall perform ambient air monitoring around the circumference of the work area on a continuous basis during the demolition and loading operations. Attention shall be paid to the downwind sector as well as to all adjacent properties and walkways to ensure that circumferential monitoring points coincide with these sensitive receptors. Additional monitors may be required. Analyses of the air samples shall be done on Site so that corrections in the work practices can be made immediately. If the air monitoring results exceed the Massachusetts Division of Occupational Safety's clean air criteria of one - one hundredth fiber per cubic centimeter (0.01 f/cc) of air, then all work shall stop. The work methods shall be evaluated prior to continuing any further work and MassDEP shall be notified by telephone by close of business (5:00 p.m.) on that same day. If the airborne fiber concentrations reach or exceed the Occupational Safety and Health Administration ("OSHA") Permissible Exposure Limit ("PEL") of one-tenth fiber per cubic centimeter (0.1 f/cc) of air, then work shall stop and MassDEP shall be notified by telephone within two (2) hours. All air monitoring shall be performed by consultants who are properly trained and licensed in the Commonwealth of Massachusetts ("Commonwealth") as Asbestos Project Monitors. All sample analyses shall be performed by consultants who are properly trained, are successful participants in the American Industrial Hygiene Association's Asbestos Analytical Registry (AIHA's AAR), or alternatively, who work for a laboratory, which is licensed by the Commonwealth to perform such analysis and is accredited with either the AIHA or National Voluntary Laboratory Accreditation Program (NVLAP).
8. All perimeter air samples shall be collected in the breathing zone, which for the purpose of this Conditional Approval, is a located at a minimum of forty-eight inches (48") and a maximum of seventy-two inches (72") above the ground level. Air samples collected utilizing low-flow pumps shall be collected at a flow rate of five (5.0) liters per minute ("LPM"). Low flow sample results shall be calculated to reflect the eight-hour time-weighted average ("8-hour TWA"). Samples collected utilizing high flow pumps shall be collected at a flow rate between eight and twelve (8-12) LPM with a minimum volume of 1080 liters per sample. All (low and high flow) air filter cassettes shall be changed periodically to prevent particulate overloading. Each air filter cassette shall have the start and stop time and associated start and stop flow rates recorded in the consultants' Site log for review by MassDEP. Air monitoring series which repeatedly reveal samples that are overloaded with particulate and cannot be analyzed, shall be considered to be in noncompliance with this Conditional Approval and potentially subject the facility, and their contractors and consultants, to enforcement action by MassDEP. The asbestos consultant shall provide two (2) sources of one hundred ten volt alternating current (110v AC) for use by MassDEP personnel at the site. These power sources shall be protected by ground fault circuit interrupters (GFCI's).
9. During the implementation of the work large metal components, including but not limited to structural beams and other structural elements shall be treated as asbestos contaminated waste and washed for decontamination purposes. Each component shall be inspected by the Owner's Consultant (i.e. asbestos project monitor), prior to its disposal or recycling, as appropriate. A record of these inspections shall be maintained in the consultant's Site logbook. Heating

system component, including but not limited to insulated steam pipes, ducts and boilers, shall be thoroughly wetted with amended water prior to any handling and shall be placed in a remote section of the site and covered pending analysis results and subsequent removal of the insulation in a sealed work area with air cleaning. Alternatively, the material may be removed and disposed of as asbestos waste without testing. **Heating system components are not subject to the terms of the AWP.**

10. All of the waste generated at the Site with the exception of those facility components to be recycled as described in Paragraph 9, above, shall be disposed of as asbestos waste, if required by the AWP. This material shall be thoroughly wetted with water prior to bulk loading. All waste from the Site shall be live loaded into trucks or roll-off dumpsters, which have been lined with a minimum of two (2) ten-mil (0.010 inch thick) pre-formed poly liners. These liners shall be of sufficient size so that they can be sealed across the top of the load in an overlapping manner. After sealing the exterior liner, it shall be properly labeled. None of the waste shall remain on the ground or in a dumpster in an uncovered state overnight. The asbestos waste shall not be compacted. Care shall be taken during the loading operation to prevent contamination of the exterior of the truck, or roll-off dumpster.
11. Following the removal of the bulk of the waste material but prior to any further demolition operations, the asbestos contractor shall collect, for disposal, all remaining waste, small debris and detritus accumulated in the cellar hole or around the Site. This material shall be collected with either HEPA vacuums or with wet methods and squeegees. Dry sweeping shall not be employed. The remaining waste shall then be sealed into leak tight and properly labeled containers for disposal as asbestos waste, if required by the AWP.
12. If it is necessary to leave a partially filled asbestos waste roll-off at the Site overnight, then it shall be wetted, covered and secured.
13. The contractor shall ensure that no water leaks from the trucks or roll-off dumpsters en route to the landfill, and that the waste is covered during transport. The trucks or roll-off dumpsters shall be in good condition with no holes or rusted out areas and with tailgates, which close tightly and are lockable.
14. Following the loading operation of the asbestos and demolition wastes, but prior to any continued Site work, excavation or backfilling of the cellar hole, a final visual inspection shall be performed by the Asbestos Project Monitor and Asbestos Site Supervisor to ensure that no remnant asbestos, co-mingled asbestos demolition debris or asbestos – contaminated water remains on the ground around the work Site, at the loading Site, in the cellar hole, as well as any other area at the Site. The results of this inspection shall be recorded in the Site logbooks
15. All documentation regarding air monitoring results, visual inspections and waste disposal shall be kept on Site for inspection by MassDEP personnel during the demolition operation. Copies of the documentation are to be supplied to the MassDEP by the owners, contractor and consultants upon request and within thirty (30) days of completion of the work.
16. The AWP does not negate the responsibility of the contractor and subcontractors from conforming with all other applicable federal, state and local regulations.
17. Should asbestos become released, the contractor and subcontractors may be subject to enforcement action by the MassDEP and may be held liable for abatement of the release.
18. The AWP applies specifically to the demolition and bulk-loading operation of the fire damaged residential property located at the Site in Springfield, MA. The AWP does not apply to any past or future asbestos handling or demolition operations at the Site. All other MassDEP regulations are in force for the duration of the demolition and asbestos handling operation.
19. MassDEP may, at its sole discretion, revoke this AWP.

20. The AWP set forth herein is intended solely as guidance for the owners and contractors in the conduct of the subject asbestos removal activities. The AWP is not to be relied upon to create rights or defenses, implied or otherwise, enforceable at law or in equity, by any person in litigation with the owners or contractors. The AWP is not intended to, nor does it, constitute "regulations" as that term is used in M.G.L. Chapter 30A. MassDEP does not assume any liability in association with the performance of any activity in accordance with this AWP.
21. The applicant shall ensure that a responsible representative from each of the entities involved in this project receives a copy of the AWP. A copy of the entire document with all attachments shall be kept on the Site for the duration of the project.

END OF SECTION

**SECTION 02081
DISTURBANCE OF LEAD-CONTAINING MATERIALS**

PART I - GENERAL

1.1 GENERAL PROVISIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division I Specification Sections, apply to this Section.
- B. The Owner shall not incur any additional costs due to negligence or regulatory requirements imposed upon this project due to the Contractor failing to abide by the requirements of the specifications and applicable regulations.

1.2 DEFINITIONS

- A. The following definitions shall be applicable to this Section:

“Site”: Refers to the demolition and site restoration of each awarded building under this Invitation to Bid (IFB) as per the specifications and drawings herein.

“Owner”: Refers to the City of Springfield and their designated, authorized personnel.

“Consultant”: Refers to ATC Associates Inc., 73 William Franks Drive, West Springfield, Massachusetts and their designated, authorized personnel.

“General Contractor”: Refers to the Contractor who has been awarded the overall contract for demolition. All references to General Contractor shall also mean all subcontractors who work on the project.

1.3 DESCRIPTION OF WORK

- A. The General Contractor shall be made aware that lead-containing paint may be present on several components located throughout each building which will be impacted by demolition activities on this project. However, lead abatement of these components shall not be required for performance of the demolition work outlined herein.
- B. The General Contractor and all subcontractors shall be required to comply with all aspects of OSHA 29 CFR 1926.62 “Lead in Construction Regulations” with regards to disturbance of these materials when performing their work. It shall be the sole responsibility of each General Contractor for compliance with OSHA including all costs associated with, but not limited to:
 - Development and implementation of a Lead Compliance Program.
 - Development and implementation of a Respiratory and Medical Monitoring Program.
 - Development and implementation of a Hazard Communication Program.
 - Performance of any lead testing required on the project.
 - Performance of any Negative Exposure Assessments required.
 - Providing all medical examinations required.
 - Providing all equipment required (Including appropriate PPE)
 - Providing all engineering controls and associated work practices.
 - Disposing of all demolition material in accordance with local, state and federal regulations

- C. Due to the age of potential buildings and previous painting history, the General Contractor shall assume any paint surfaces to be lead containing and comply with this Section and OSHA Regulations accordingly.
- D. The General Contractor may elect to perform testing to confirm the presence of lead containing materials in the buildings at their own discretion. However, all costs associated with additional testing and compliance with this Section shall be borne by the General Contractor.
- E. OSHA 29 CFR 1926.62 regulates activities that disturb the lead paint by the use of manual techniques. Regulated activities include abrasive blasting, welding, and cutting, burning on structures, manual scraping or sanding, and manual demolition of structures. The work practices described in this Section are intended to adequately protect the workers from exposure to lead containing paint (LCP), provide a safe workplace, and protect the environment. However, it shall be the General Contractors responsibility to comply with this Section as well as any other provisions/requirements outlined by OSHA and other applicable regulations.
- F. Materials and Equipment: The work of this Section, without limiting the generality thereof, includes the furnishing of labor, materials, tools, equipment, services and incidentals necessary to safely accomplish tasks which will disturb lead containing paint.
- G. Approvals and Inspections: Temporary facilities, work procedures, equipment, materials, services, and agreements must fully comply with EPA, OSHA, and NIOSH recommendations, standards and guidelines, as well as any other applicable federal, state, and local regulations. Where there exists an overlap of these regulations and guidelines, the most stringent shall apply.
- H. Disposal: The General Contractor shall dispose of demolition debris and associated materials in accordance with Part 3.6 of this Section.

1.4 DEFINITIONS

- A. Action Level: Action Level as defined by OSHA 29 CFR 1926.62 shall refer to employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air (30 ug/m^3) calculated as an 8-hour time-weighted average (TWA).
- B. Competent Person: Competent Person shall refer to a person who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them.
- C. HEPA Filter: HEPA Filter shall refer to a filter capable of filtering out monodispersive particles of 0.3 microns or greater diameter from a body of air at 99.97 percent efficiency or greater.
- D. Lead Containing Paint (LCP): LCP shall refer to paint found to contain lead in any concentration or paint assumed to contain lead as indicated in this Section.
- E. Permissible Exposure Limit (PEL): PEL shall refer to employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 50 micrograms per cubic meter of air (50 ug/m^3) calculated as an 8 hour time-weighted average.

1.5 PERMITS AND INSPECTIONS

- A. Notifications/Approvals: The General Contractor shall make, in proper and timely fashion, any necessary notifications to relevant Federal, State, and local authorities and shall obtain and comply with the provisions of all permits or applications required by the work specified, as well as make all required submittals required under those auspices. The General Contractor shall indemnify the Owner, their representatives and agents

from, and pay for claims resulting from failure to adhere to these provisions. The costs for permits, applications, and the like, are to be assumed by the General Contractor.

- B. Fees, Permits and Licenses: The General Contractor shall pay licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or processing the performance of the job specified in this Section. The General Contractor shall be solely responsible for costs, damages or losses resulting from any infringement of these patent rights or copyrights. The General Contractor shall hold the Owner and Consultant harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights. If the Specification requests the use of any product, design, invention, or process that requires a licensing fee or royalty fee for use in the performance of the job, the General Contractor shall be responsible for the fee or royalty and shall disclose the existence of such rights.
- C. General Contractor shall be responsible for costs for licensing requirements and notification requirements and other fees related to the ability to perform the work in this Section. The General Contractor shall be responsible for securing necessary permits for work under this Section, including removal, materials usage, or any other permits required to perform the specified work.

1.6 SUBMITTALS

- A. Pre-Construction Submittals: Prior to the commencement of the required work, the General Contractor shall provide the following to the Owner for approval:
- A written description detailing the means and methods to achieve compliance with the OSHA standard as well as the provisions outlined herein.
 - A written description detailing the means and methods for properly disposing of all demolition debris in accordance with local, state and federal regulations.
- B. During Construction Submittals: The following submittals shall be provided to the Owner for approval prior to removal of any demolition debris from the site:
- Copies of representative Toxicity Leaching Characteristic Procedure (TCLP) laboratory results for all demolition waste streams.
- C. Post-Construction Submittals: Final payment to the General Contractor shall not be made unless the following items are submitted to the Owner for approval.
- Original Copy of Waste Disposal Manifests acknowledging disposal of any hazardous and non-hazardous waste material from the project showing delivery date, quantity, and appropriate signature of landfill's authorized representative.

1.7 QUALITY CONTROL/ASSURANCE

- A. Training Requirements: Workers who will have the potential of lead exposure shall have proof of successfully completing a training course which covers the topics required by 29 CFR 1926.62. Contractors are also advised that training in other areas may be required by OSHA and are responsible to ensure that all training requirements for appropriate trades and procedures are met.
- B. Specified Supervisor Qualifications: The General Contractor shall specify an on-site Supervisor or Competent Person who is fully qualified in all aspects of safe work practices and procedures with lead containing

materials, and have (or will have) completed a training course within the previous year prior to the commencement of lead related work. The lead training course will cover all topics required by 29 CFR 1926.62 as well as training in relevant federal, state and local regulatory requirements, procedures and standards (including 454 CMR 22.00), supervisory techniques, and proper disposal procedures.

- C. Site Specific Written Compliance Program: The program will be evaluated to ensure the elements required by 29 CFR 1926.62(e)(2)(ii) (A)-(I) are specific to the conditions at the job site.
- D. Respiratory Protection Program: The General Contractor must provide for review a written respiratory protection program in accordance with 29 CFR 1920.103 if respiratory protection is to be worn during this project.
- E. Fit Test Records: If respiratory protection is to be worn as part of this project, records of successful respirator fit testing performed by a qualified individual within the previous 12 months, for each employee to be used on this project with the employee's name and social security number with each record.
- F. Medical Surveillance: The General Contractor shall provide biological monitoring to workers who have the potential of lead exposure. This monitoring shall be performed in accordance with 29 CFR 1926.62. If workers are expected to exceed the action level for more than 30 days in any consecutive 12 months the General Contractor shall institute a medical surveillance program in accordance with 29 CFR 1926.62. A laboratory approved by OSHA shall conduct Blood lead level sampling and analysis.

1.8 CODES AND STANDARDS

- A. Work shall conform to the standards set by applicable federal, state and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations.
- B. In addition to any detailed requirements of the Specification, the General Contractor shall at his own cost and expense comply with all laws, ordinances, rules and regulations of federal, state, regional and local authorities regarding handling and storing of lead waste material.

NOTE: Regulations by the above and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited federal, state or local regulations or guidelines, the more restrictive or stringent requirements shall prevail. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the General Contractor's responsibility to know, understand, and abide by all such regulations, guidelines and common practices.

PART 2.0 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. The General Contractor shall be responsible for providing all material and protective equipment required for performance of the work. The General Contractor shall comply with all local, state and federal regulations pertaining to the selection and use of materials and equipment on this project. The General Contractor shall provide a submittal on all materials and equipment to be used for review and approval by the Consultant.

PART 3.0 - EXECUTION

3.1 WORKER PROTECTION

DISTURBANCE OF LEAD-CONTAINING MATERIALS

02081

- A. Initial Determination: The General Contractor shall determine, through personal exposure monitoring on the job site or through relevant documentation from other similar jobs, whether workers will be exposed to airborne lead at or above the OSHA Action Level and Permissible Exposure Limit. If exposures at or above the action level are documented, appropriate health and safety procedures identified herein shall be followed. If levels below the action level are documented, the General Contractor shall exercise an appropriate level of care to ensure that exposures above the action level do not occur. Whenever there is a chance of equipment, process, control, personnel or a new task has been initiated that may result in additional employees being exposed to lead at or at or above the action level or may result in employees already exposed at or above the action level being exposed above the PEL, the General Contractor shall conduct additional monitoring.

Note: The General Contractor shall be responsible for performing a negative exposure assessment on each trade subject to the OSHA Regulation. The assessment shall take place during routine work activities, which will simulate employees, actual exposure levels to lead. All assessments shall take place over an 8-hour time period and shall include all appropriate PPE and biological monitoring required as stated herein.

- B. Personal Hygiene Practices: Where exposures to airborne lead above the OSHA PEL occurs or may be expected to occur, the General Contractor shall enforce and follow good personal hygiene practices. These practices shall be performed until personal exposure sampling indicates that exposures are below the PEL at which time the General Contractor has the option to continue or discontinue the use of personal hygiene facilities. These practices shall include but not be limited to the following:
1. No eating, drinking, smoking, or applying of cosmetics in work area. The General Contractor will provide a clean space, separated from the work area, for these activities.
 2. Workers must wash upon leaving the work area. The General Contractor will provide wash facilities. This wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving the work area, each worker will remove and dispose of work suit, wash and dry face and hands, and vacuum clothes.
 3. Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering work area. A clean room will be provided for workers to put on suits and other personal protective equipment and to store their street clothes. Disposable suits shall be used once, then properly discarded.

4. A lavatory facility must be provided and located adjacent to the work area. The eating and drinking area, clean room, and the lavatory facility must be maintained in a clean and orderly fashion at all times. The General Contractor will provide portable lavatories when needed and disinfect them daily.
5. If air-monitoring data gathered by the General Contractor shows that employees' exposure to airborne lead exceeds 50 ug/m^3 , the following conditions apply:
 - a. Showers must be provided. Shower water must pass through at least a 5.0 micron filter before returning to the public waste system.
 - b. Workers must shower upon leaving work area.
 - c. Three-stage decontamination unit must be established consisting of an Equipment Room, Shower, and Clean Room in series.

3.2 WORK AREA SET UP

- A. Site Safety: The General Contractor is responsible for all safety at the work site. This includes, but is not limited to, electrical safety, mechanical (tool) safety, fire safety, and personnel protective safety. Safety requirements are, for the most part, common sense and sound business practice; however, the General Contractor is advised that federal, state, and local regulations exist which govern safety on the work site. Therefore, in addition to the following, the General Contractor is responsible for adhering to the most stringent requirements in effect.
- B. Signage: Prior to the preparation for work which will disturb lead containing paint, the General Contractor shall place warning signs immediately outside all entrances and exists to the area, warning that lead work is being conducted in the vicinity. The signs shall be at least 20" x 14" and read:

WARNING:
LEAD WORK AREA
POISON
NO SMOKING, EATING OR DRINKING
ALLOWED IN THE WORK AREA

The signs shall be in bold lettering with lettering not smaller than two inches tall. Should personal exposure monitoring results indicate that exposures to lead are below the Action Level, then the signs will not be required.

- C. Access to Work Areas: It will be the General Contractor's responsibility to allow only authorized personnel into the work area. Barrier tape shall be used to limit access to the exterior work area. General Contractor shall maintain a bound logbook, in which any person entering or leaving the lead work area must sign and enter the dates and times of entry and departure. Should personal exposure results indicate the exposures to lead are below the Action Level, then a logbook will not be required. The General Contractor or competent person will not allow anyone access to the work area unless they have successfully passed an approved training program, and have been fitted and wearing a properly fitted respirator.

Dumpsters used to store hazardous waste shall be DOT approved, solid enclosed containers and locked and secured at all times.

3.3 WORK PROCEDURES

- A. General: Resulting bundles of "containers" of removed lead-containing components and/or debris shall be carefully handled to reduce the potential of ripping, bursting or otherwise diminishing the integrity of the bundle or "container". Care must be taken so that leaded materials are neither burned, nor dusted, nor result in further exposure to workers, residents or observers. Paint chips shall be contained either in the HEPA vacuum or in approved six-mil polyethylene disposal bags.

3.4 AIR SAMPLING – GENERAL CONTRACTOR

- A. Personal Exposure Monitoring: The General Contractor shall perform personal exposure sampling to monitor personal exposure levels to airborne lead. Samples shall be taken for the duration of the work shift or for eight hours, whichever is greater. Personal samples need not be taken every day after the first day if working conditions remain unchanged, but must be taken every time there is a change in the removal operation, either in terms of the location or the type of work. Sampling will be used to determine eight-hour Time-Weighted-Averages (TWA). The General Contractor is responsible for personal sampling as outlined in OSHA Standard 29 CFR 1926.62.
- B. Frequency: Air monitoring frequency will be established in accordance with the requirements set forth in 29 CFR 1926.62.

3.5 CLEAN-UP PROCEDURES

- A. When work is in progress, the work site shall be cleaned at end of each day's activities. The building shall be secured to prevent entry by any person after termination of workday. Durable equipment, such as power and hand tools, generators, and vehicles shall be cleaned monthly.
- B. Equipment shall be cleaned by HEPA vacuuming. Surfaces shall be maintained as free as practicable of accumulations of lead containing dust and debris. Clean up of lead containing dust and debris shall be accomplished with a HEPA vacuum or wet methods. The debris shall be misted with water with an airless type sprayer and collected with a mop or broom.

3.6 DISPOSAL OF WASTE MATERIAL

- A. All costs associated with proper disposal of the waste materials (whether hazardous, non-hazardous or regulated) shall be borne by the General Contractor. All materials, whether hazardous, non-hazardous or regulated shall be disposed of in accordance with all laws, and the provisions of this Section and any or all other applicable federal, state county or local regulations and guidelines. It shall be the sole responsibility of the General Contractor to assure compliance with all laws and regulations relating to disposal.

- B. The Owner's Consultant shall perform representative TCLP tests of demolition debris to ensure the material is properly profiled for disposal. All costs associated with TCLP testing to profile the waste material shall be borne by the Owner. However, the General Contractor shall be responsible for coordinating this testing with the Consultant. If the material is found to be hazardous waste, the General Contractor shall properly handle and transport all hazardous waste for disposal. The General Contractor shall provide the Owner with all required documentation relating to the proper removal and disposal of any hazardous that leaves the site.
- C. The General Contractor shall be responsible for proper disposal of all materials outlined herein. This also shall include all testing required to properly profile each material as well as any testing required by the final disposal site facility.

END OF SECTION

**SECTION 02082
MISCELLANEOUS HAZARDOUS MATERIALS REMOVAL**

PART I - GENERAL

1.1 GENERAL PROVISIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division I Specification Sections, apply to this Section.
- B. The Owner shall not incur any additional costs due to negligence or regulatory requirements imposed upon this project due to the Contractor failing to abide by the requirements of the specifications and applicable regulations.

1.2 DEFINITIONS

- A. The following definitions shall be applicable to this Section:

“Site”: Refers to the demolition and site restoration of each awarded building under this Invitation to Bid (IFB) as per the specifications and drawings herein.

“Owner”: Refers to the City of Springfield and their designated, authorized personnel.

“Consultant”: Refers to ATC Associates Inc., 73 William Franks Drive, West Springfield, Massachusetts and their designated, authorized personnel.

“General Contractor”: Refers to Contractor who has been awarded the overall contract for demolition work outlined by the Contract Documents. All references to General Contractor shall include all Subcontractors who work on the project as well.

- B. The Owner has retained ATC Associates Inc., as its Environmental Consultant for Project Design, Technical Advisement and Administration of the Contract. However, all work shall be subject to final approval by the Owner. The General Contractor shall regard ATC’s direction, as authoritative and binding as provided herein, in matters outlined by this Section and the Contract Documents.

1.3 DESCRIPTION OF WORK

- A. The General Contractor and all Sub-contractor's who work on the project shall be made aware that hazardous materials may exist at the sites that will require proper removal and disposal.

Note: *The Owner’s representative (i.e. Consultant) on-site during demolition activities shall determine if any hazardous materials exists that will require the Contractor to properly handle, package and dispose of. As part of the Contract, any hazardous materials identified by the Consultant during demolition shall be removed and disposed of by the General Contractor. The General Contractor shall refer to Part C below for general requirements regarding removal and disposal procedures.*

- B. The General Contractor and all subcontractor's shall be required to comply with all aspects of local, state and federal regulations when performing removal and disposal of such materials. Specifically, all applicable OSHA, DEP and EPA Regulations shall be adhered to. It shall be the sole responsibility of each Contractor for compliance with such applicable regulations including all costs associated therein.
- C. General Requirements:

PCB Light Ballast and Fluorescent Tubes

The General Contractor shall be required to properly remove and dispose of all PCB light ballasts and fluorescent tubes located throughout the interior and exterior of each building. The General Contractor shall be required to properly dismantle each light fixture for proper removal and disposal of the material. All PCB light ballast's and fluorescent tubes shall be removed by properly trained personnel in accordance with local, state and federal regulations and all material shall be disposed (i.e. recycled) by a disposal Contractor who possesses at least one (1) year experience in the "Lighting Waste Recycling Industry". In addition, the disposal Contractor shall possess Pollution Liability and General Liability Insurance coverage of at least five (5) million dollars for each policy.

Heavy Metals/Hazardous Materials in Chimney

The General Contractor shall also be made aware that heavy metals and/or associated hazardous materials may be present exist within the soot/debris located in the breeching and chimney of the Boiler Room at each site. The General Contractor shall be responsible for proper testing of such material to determine: (1) appropriate waste disposal requirements; and (2) appropriate worker protection to be employed during the work. All costs associated with the testing and the required training, medical monitoring or PPE needed for handling this material shall be borne by the General Contractor. All analytical results shall be reviewed and approved by the Owner's Consultant. In addition, the General Contractor shall be responsible for all costs associated with proper collection and disposal of all material (whether hazardous, non-hazardous or regulated) and a waste manifest/shipment record shall be provided to the Owner.

Miscellaneous Chemicals

The General Contractor shall be made aware that miscellaneous containers of paints, chemicals, oil, etc. (generally in household quantities) may still be present in the building that will require disposal. The General Contractor shall be responsible for properly identifying and disposing of all such materials as part of the contract. All materials shall be properly handled and disposed of in accordance with local, state and federal regulations. All costs associated with removal, worker protection and proper testing and disposal of such materials shall be borne by the General Contractor.

Underground and Above Ground Storage Tanks

All underground storage tanks (UST's) and above ground storage tanks (AST's) for storage of fuel oil or gasoline shall be properly removed and disposed at each site. This shall also include all associated fill and vent lines that are present through the building walls as well as associated feed lines to oil burners or pumps. The General Contractor shall be required to properly remove and dispose of all UST/AST's and associated feed, fill, and vent piping, present at each property as directed by the Owner's Consultant. The General Contractor shall be required to properly evacuate, clean, and dismantle each UST/AST for proper removal and disposal of the tank and contents, including contents of feed and fill lines. All UST/AST's and piping shall be removed and disposed of by properly trained personnel in accordance with local, state and federal regulations.

The Owner's Consultant shall also determine if any subsurface soil is contaminated that will require proper removal and disposal. In addition, the Consultant shall also be responsible for consultation with state agencies and any testing required during the remediation activities.

1.4 PERMITS AND INSPECTIONS

- A. Notifications/Approvals: The General Contractor shall make, in proper and timely fashion, any necessary notifications to relevant Federal, State, and local authorities and shall obtain and comply with the provisions of all permits or applications required by the work specified, as well as make all required submittals required under those auspices. The General Contractor shall indemnify the Owner, their representatives and agents from, and pay for claims resulting from failure to adhere to these provisions. The costs for permits, applications, and the like, are to be assumed by the General Contractor.
- B. Fees, Permits and Licenses: The General Contractor shall pay licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or processing the performance of the job specified in this Section. The General Contractor shall be solely responsible for costs, damages or losses resulting from any infringement of these patent rights or copyrights. The General Contractor shall hold the Owner, Architect and Consultant harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights. If the Specification requests the use of any product, design, invention, or process that requires a licensing fee or royalty fee for use in the performance of the job, the General Contractor shall be responsible for the fee or royalty and shall disclose the existence of such rights. The General Contractor shall be responsible for costs for licensing requirements and notification requirements and other fees related to the ability to perform the work in this Section. The General Contractor shall be responsible for securing necessary permits for work under this Section, including removal, materials usage, or any other permits required to perform the specified work.

1.5 SUBMITTALS

- A. Pre-Construction Submittals: Prior to the commencement of the required work, the General Contractor shall provide copies of the following to the Owner for approval:
1. Copies of certifications, notifications and licenses (as applicable)
 2. Written Programs required by OSHA
 3. A written description detailing the means and methods to achieve compliance with the OSHA and applicable standards outlined herein.
 4. A written description detailing the means and methods for properly removing and disposing of all such hazardous materials in accordance with local, state and federal regulations.
- B. Post-Construction Submittals: Final payment to the Contractor shall not be made unless the following items are submitted to the Owner:

1. Original Copy of Waste Disposal Manifests acknowledging disposal of any hazardous and non-hazardous waste material from the project showing delivery date, quantity, and appropriate signature of landfill's authorized representative.

1.6 CODES AND STANDARDS

- A. Work shall conform to the standards set by applicable federal, state and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations.
- B. In addition to any detailed requirements of the Specification, the General Contractor shall at his own cost and expense comply with all laws, ordinances, rules and regulations of federal, state, regional and local authorities regarding handling and storing of hazardous material.

NOTE: Regulations by the above and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited federal, state or local regulations or guidelines, the more restrictive or stringent requirements shall prevail. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the General Contractor's responsibility to know, understand, and abide by all such regulations, guidelines and common practices.

PART II - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. The General Contractor shall be responsible for providing all material and protective equipment required for performance of the work. The General Contractor shall comply with all local, state and federal regulations pertaining to the selection and use of materials and equipment on this project. The General Contractor shall provide a submittal on all materials and equipment to be used for review and approval by the Owner.

PART III - EXECUTION

3.1 WORKER PROTECTION

- A. Initial Determination: The General Contractor shall determine, through personal exposure monitoring on the job site or through relevant documentation from other similar jobs, whether workers will be exposed to airborne concentrations of hazardous materials at or above the OSHA Action Level and Permissible Exposure Limit. If exposures at or above the action level are documented, appropriate health and safety procedures required under OSHA shall be followed. If levels below the action level are documented, the Contractor shall exercise an appropriate level of care to ensure that exposures above the action level do not occur. Whenever there is a chance of equipment, process, control, personnel or a new task has been initiated that may result in additional employees being exposed to hazardous materials at or at or above the action level or may result in employees already exposed at or above the action level being exposed above the PEL, the General Contractor shall conduct additional monitoring.

Note: The General Contractor shall be responsible for performing all exposure assessment testing and biological monitoring required by OSHA Regulations. The assessment shall take place during routine work activities, which will simulate employees, actual exposure levels to such hazardous materials. All assessments shall take place over an 8-hour time period. In addition, all other requirements or procedures outlined by OSHA, EPA, DOT, State or Local regulations

shall be provided by the General Contractor whether or not they are specifically referenced herein.

- B. Personal Hygiene Practices: Where exposures to airborne concentrations exceed the OSHA PEL, the General Contractor shall enforce and follow good personal hygiene practices. These practices shall be performed until personal exposure sampling indicates that exposures are below the PEL at which time the General Contractor has the option to continue or discontinue the use of personal hygiene facilities.
- C. The General Contractor shall be responsible for providing all required PPE for performance of the work, including but not limited to, suits, respirators, gloves, goggles, etc.

3.2 WORK AREA SET UP

- A. Site Safety: The General Contractor is responsible for all safety at the work site. This includes, but is not limited to, electrical safety, mechanical (tool) safety, fire safety, and personnel protective safety. Safety requirements are, for the most part, common sense and sound business practice; however, the General Contractor is advised that federal, state, and local regulations exist which govern safety on the work site. Therefore, in addition to the following, the General Contractor is responsible for adhering to the most stringent requirements in effect.
- B. Signage: Prior to the preparation for work which will disturb hazardous materials, the General Contractor shall place warning signs immediately outside all entrances and exits to the area.
- C. Access to Work Areas: It will be the General Contractor's responsibility to allow only authorized personnel into the work area. Barrier tape shall be used to limit access to the work area.

3.3 CLEAN-UP PROCEDURES

- A. When work is in progress, the work site shall be cleaned at end of each day's activities. The building shall be secured to prevent entry by any person after termination of workday. Durable equipment, such as power and hand tools, generators, and vehicles shall be cleaned monthly. Equipment shall be cleaned utilizing appropriate materials..

3.4 DISPOSAL OF WASTE MATERIAL

- A. General:

All costs associated with proper disposal of the waste materials (whether hazardous, non-hazardous or regulated) shall be borne by the General Contractor. All materials, whether hazardous, non-hazardous or regulated, shall be disposed of in accordance with all laws, and the provisions of this Section and any or all other applicable federal, state, county or local regulations and guidelines. It shall be the sole responsibility of the General Contractor to assure compliance with all laws and regulations relating to disposal.

- B. Hazardous Waste/Regulated Materials: All materials which are determined to be hazardous waste or regulated waste shall be disposed of by the General Contractor in accordance with local, state and federal regulations. The Owner's Consultant shall perform testing to properly profile waste material for proper disposal. However, any additional testing required by the disposal or recycling facility shall be the responsibility of the General Contractor and all costs associated with such testing shall be borne by the General Contractor. If the material is found to be hazardous waste or regulated waste, the General Contractor shall provide appropriate drums/containers for use. The General Contractor shall properly handle and transport all such material into the drums/containers provided. The Owner shall coordinate all hazardous waste transfer and disposal procedures.

- C. **Non-Hazardous Materials:** The General Contractor shall contact the regional EPA, State and local authorities to determine disposal requirements for non-hazardous materials. The General Contractor shall be responsible for providing all dumpsters/containers required for collection and disposal of such material as well as disposal in an approved landfill.
- D. No waste material shall leave the site unless it has been properly identified and approved for such shipment by the Owner.
- F. All costs associated with worker protection or environmental protection requirements during storage, placement, trucking and disposal of waste material (whether hazardous, regulated or non-hazardous) shall be the responsibility of the General Contractor.

END OF SECTION

**SECTION 02083
DEMOLITION**

PART 1.0: GENERAL

1.1 GENERAL REQUIREMENTS

- A. All of the Contract Documents, including the General and Supplementary Conditions and Division 1 General Requirements, apply to the work of this Section.
- B. The Owner shall not incur any additional costs due to negligence or regulatory requirements imposed upon this project due to the Contractor failing to abide by the requirements of the specifications and applicable regulations.
- C. The following definitions shall be applicable to this Section:
 - "Site"*: Refers to the demolition and site restoration of each awarded building under this Invitation to Bid (IFB) as per the specifications and drawings herein.
 - "Owner"*: Refers to the City of Springfield and their designated, authorized personnel.
 - "Consultant"*: Refers to ATC Associates Inc., 73 William Franks Drive, West Springfield, Massachusetts and their designated, authorized personnel.
 - "Contractor"*: Refers to the General Contractor who has been awarded the overall contract for demolition work outlined by the Contract Documents.
- D. The Owner has retained ATC Associates Inc., as its Consultant for Project Design, Technical Advisement and Administration of the Contract. However, all work shall be subject to final approval by the Owner. The Contractor shall regard ATC's direction, as authoritative and binding as provided herein, in matters outlined by this Section and the Contract Documents.

1.2 DESCRIPTION OF WORK

- A. The Work of this Section includes all labor, materials, tools, and equipment needed to demolish and dispose of all buildings specified under the Contract.
- B. The Work of this Section includes, but is not limited to:
 - 1. Demolition and removal of all existing construction above grade.
 - 2. Demolition and removal of all existing construction below grade.
 - 3. Sawcutting, demolition, and removal of existing paving, including but not limited to driveways and walkways. All areas where asphalt is removed shall be restored with topsoil, seed and mulch.
 - 4. Disconnection and capping off all utilities.
 - 5. Demolition of materials unsuitable for completion of site work.
 - 6. Protection of surrounding areas, streets, property, rights of way, wetland resource areas.
 - 7. Removal of all debris and trash located on subject properties. Includes, but is not limited to: concrete rubble, discarded lumber, metal, glass, refuse, garbage, vehicles, equipment and wood.
 - 8. Removal of all trash, debris, furniture, garbage, equipment, etc. located at the interior of each building.
 - 9. Utilize rodent control service treatment prior to demolition or deconstruction. If necessary, utilize

insect control services treatment prior to demolition, e.g. bee or hornet nests.

10. The Contractor shall secure from and pay the fees or charges for removal of abandoned water taps, sealing of house connection drains, pavement cuts, and repaving of street and sidewalks and all other building, electrical, plumbing, gas, and sewer permits and demolition permits, necessary under the appropriate regulatory body or any of its agencies.
11. Where necessary, temporary traffic control by the City of Springfield Police Department shall be the responsibility of the Contractor. No public way, private access or pedestrian ways shall be obstructed or closed without written permission from City of Springfield officials having jurisdiction over such facilities.
12. The Contractor shall, at the end of each working day, erect orange colored plastic snow fence around each structure being demolished or deconstructed in order to protect public health and safety. Snow fence shall be erected, utilizing temporary fence posts, and in a manner which provides the best possible protection of the public by restricting access to the structures being demolished or deconstructed.
13. All demolition or deconstruction work shall be carried out in a systematic manner to ensure public safety and within the performance time specified. All demolition or deconstruction work shall be conducted in accordance with applicable local, state and federal regulations. The Contractor is responsible for any and all measures to ensure the safety and protection of the public for the duration of the project.
14. The Contractor shall provide, keep and maintain barriers, fences, warning signs and lights and keep adjacent street clear of dirt, rubbish, ice, snow, and water for the safe and convenient passage of automobiles, delivery trucks and Contractors.
15. For payment, the Contractor shall submit evidence of such removal and disposal, in the form of trucking slips, disposal site receipts and in the case of hazardous materials, any and all disposal permits, bills of lading, disposal facility receipts as part of the submission for permit and payment procedures.

Note: Some locations of disconnects are off the property limits or within the street. The Contractor shall be required to perform all disconnects and capping of all utilities associated with each property regardless if they exists on or off the property. All disconnects shall be performed in accordance with the City of Springfield requirements.

- C. *Intent:* The intent of the demolition Work is to safely remove and properly dispose of all existing construction at each site and prepare the site as specified in the Contract.

1.3 RELATED WORK

- A. Carefully examine all the Contract Documents for requirements that affect the Work of this Section.
- B. Other Work which directly relate to the Work of this Section include, but are not limited to:
 1. Asbestos Abatement (Section 02080).
 2. Disturbance of Lead Containing Materials (Section 02081).
 3. Miscellaneous Hazardous Materials Removal (Section 02082)
 4. Earthwork (Section 02084).

1.4 SUBMITTALS

A. *Permits and Certificates*

1. Permits and notices authorizing building demolition and utility termination.
2. Wetlands Protection Act - DEP File Number for any property adjacent to wetlands
3. Certificates of severance of utility services.
4. Permit of transport and legal disposal of debris.

Note: The Contractor shall obtain and pay for all permits required to perform the work as required under this Section. Copies of all such permits shall be provided to the Owner.

- B. *Schedule:* Submit proposed methods and schedule of demolition prior to the start of Work. Include the coordination for shut-off, capping, and continuation of utility services as required for each site.

1.5 EXISTING CONDITIONS

- A. *Existing Structures:* The Owner and Consultant assume no responsibility nor make any claim regarding the condition or structural adequacy of existing constructions to be demolished.
- B. *Caution:* Maintain extreme caution when working in proximity to adjacent properties not in the Contract. Comply with all applicable city ordinances, laws and regulations.
- C. The Contractor shall refer to the Hazardous Materials Survey provided by the owner for each site for a summary of materials that will require proper removal and disposal in accordance with local, state and federal regulations. No demolition work shall be performed unless the Contractor has properly abated all hazardous materials at the site and written verification is provided to the Owner for approval.

1.6 PROJECT CONDITIONS

- A. *Public Safety:* Ensure the safe passage of persons and traffic on and around the Project site(s), adjacent properties, and public ways.
- B. *Existing Occupancy:* All buildings to be demolished under the Contract will be unoccupied. However, adjacent properties to each site will be occupied and special care shall be taken to control dust and noise and to avoid creating a nuisance.
- C. *Explosives:* Do not bring explosives to the site or use explosives.
- D. *Damages:* Report all damages immediately. Promptly repair damages caused by demolition operations at no cost to the Owner.
- E. *Subsurface Conditions:* Subsurface conditions that are detrimental to the Work of this Contract are not anticipated. Unanticipated subsurface conditions of a minor nature, such as boulders, shall not result in any additional compensation. Notify the Consultant immediately in writing if subsurface conditions are significantly deficient for demolition.
1. Ground Water: Dewater, as required, all excavations. Any conditions resulting from high ground water shall not incur additional costs to the Owner.
- F. *Vegetation:* Vegetation exists in close proximity to structures.

PART 2.0: PRODUCTS

- 2.1 Protections:** Provide miscellaneous protections including, but not limited to dust barriers, plywood panels, and moisture barriers to ensure adjacent properties are protected at all times during demolition.
- 2.2 Shoring:** Provide temporary shoring and bracing of adequate size and proper configuration as required.
- 2.3 Utilities Capping:** Provide materials in accordance with City of Springfield utilities cutting and capping requirements.

PART 3.0: EXECUTION

3.1 INSPECTION: Inspect and verify all existing conditions before beginning Work.

3.2 PROTECTION

- A. Ensure safety of persons and property at all times. Provide temporary shoring and bracing as required. Protect openings.
- B. Protect against damage to adjacent properties and areas outside the Contract.
- C. Ensure egress routes are clear at all times. If existing egress routes are disrupted, submit alternative plans for egress for approval by local building inspector, the Owner, and the Consultant.
- D. Ensure silt and sediment resulting from exposed soils does not exit the site. Install silt fence or other methods of erosion and sedimentation control. The silt fence, hay bails and other methods of erosion control shall remain in-place at each site upon completion of the work.
- E. Ensure that silt or sediment is not tracked onto roadways.
- F. The Contractor shall be required to only remove existing trees as needed to properly perform demolition and removal of the site structures. Clear-cutting of all existing trees at each site will not be permitted.

3.3 DEMOLITION

A. General

- 1. Demolish all existing construction designated to be demolished or removed and remove from each site.
- 2. Demolish and remove existing construction required for the proper completion of site work. Identify and remove all construction that is unsuitable for re-use.
- 3. Existing foundations shall be removed to a minimum depth of four (4) feet below finish grade. Foundation hole must be clean of any wood or other debris. Concrete shall be broken up and left in place as long as no voids are present. Any concrete slabs present (below 4 feet of finish grade) shall be broken up to permit drainage and remain in place as well. Cellar holes and other depressions shall be filled to uniform grade matching the immediate surrounding terrain with existing site material or new clean fill material.
- 4. All walkways, driveways and other paved or concrete surfaces or structures shall be removed and disposed off site.
- 5. All demolition materials shall be legally disposed of and dump manifests shall be provided to the Owner for verification. No demolition materials removed from the site shall be reused and/or recycled without prior approval from the City of Springfield.
- 6. The Contractor shall avoid damaging existing sidewalks, streets, curbs, pavements, utilities,

structures or any other property (not associated with the site property to be demolished). Any damage caused to these structures or utilities shall be repaired and/or replaced by the Contractor at their own expense.

7. Perform disconnection of the service mains and all utilities service connections, such as water, gas, steam, electricity and telephone in accordance with the rules and regulations of each utility and to its satisfaction.
8. Use demolition methods within the limitations of governing regulations.
9. Remove all debris from site and dispose of legally.
10. Ensure structure and construction is adequately and properly shored and supported before, during, and after demolition.
11. The Contractor shall request an inspection of the site through the City of Springfield Building Department after demolition is complete and prior to backfilling. The Contractor shall be responsible for all costs associated with additional concrete removal and disposal required if the City of Springfield Building Department fails to approve the conditions or the work.

- B. *Pollution Controls:* Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection. Take necessary measures to prevent silt and soils leaving the site on vehicle tires during demolition activities. Any soils remaining on the public way resulting from demolition activities are to be swept and properly disposed of daily at the Contractor's expense.

3.4 CLEANING AND PROTECTION

- A. *General Cleaning:* Remove protections and clean surfaces of exhibiting dust and dirt from demolition activities.
- B. *Clearing of Vegetation:* Clearing of vegetation is only allowed as necessary to effectively remove a structure.

END OF SECTION

**SECTION 02084
EARTHWORK**

PART 1.0: GENERAL

1.1 GENERAL REQUIREMENTS

- A. All of the Contract Documents, including the General and Supplementary Conditions and Division 1 General Requirements, apply to the work of this Section.
- B. The Owner shall not incur any additional costs due to negligence or regulatory requirements imposed upon this project due to the Contractor failing to abide by the requirements of the specifications and applicable regulations.
- C. The following definitions shall be applicable to this Section:
 - "Site"**: Refers to the demolition and site restoration of each awarded building under this Invitation to Bid (IFB) as per the specifications and drawings herein.
 - "Owner"**: Refers to the City of Springfield and their designated, authorized personnel.
 - "Consultant"**: Refers to ATC Associates Inc., 73 William Franks Drive, West Springfield, Massachusetts and their designated, authorized personnel.
 - "Contractor"**: Refers to the General Contractor who has been awarded the overall contract for demolition and construction work outlined by the Contract Documents.
- D. The City of Springfield has retained ATC Associates Inc., as its Consultant for Project Design, Technical Advisement and Administration of the Contract. However, all work shall be subject to final approval by the Owner. The Contractor shall regard ATC's direction, as authoritative and binding as provided herein, in matters outlined by this Section and the Contract Documents.

1.2 DESCRIPTION OF WORK

- A. The Work of this Section includes all labor, materials, tools, and equipment needed to complete site preparation, earthwork, and site restoration as specified.
- B. The Work of this Section includes, but is not limited to:
 - 1. Temporary protection and access.
 - 2. Protection of trees and plantings to remain.
 - 3. Preparation of subgrades for pavements and site improvements.
 - 4. Water and erosion control of excavations.
 - 5. Shoring and bracing as needed.
 - 6. Removal and disposal of unsuitable or surplus excavated materials off site.
 - 7. Providing new fill material as needed for completion of site preparation.
 - 8. Fill and compaction.
 - 9. Rough grading.
 - 10. Seed and mulching of site.
- C. *Intent*: The intent of the Work of this section is to properly prepare the site for standard maintenance activities including mowing.

1.3 RELATED WORK

- A. Carefully examine all the Contract Documents for requirements that affect the Work of this Section.
- B. Other Work which directly relate to the Work of this Section include, but are not limited to:
 - 1. Section 02083 - Demolition

1.4 QUALITY ASSURANCE:

- A. The Owner's representative will be on site to insure that work specified is performed in compliance with this section.
 - 1. Do not place any fill until the Owner's representative has observed the foundation or excavation.
 - 2. All new fill material brought on-site shall be subject to approval of the Owner prior to placement of such material (e.g. filling excavations, topsoil, etc.). The Contractor shall provide a submittal to the Owner that specifies the name, location and type of material to be obtained from the proposed fill source. Appropriate testing of the fill material shall be required by the Owner to ensure that no hazardous constituents are present in new fill material. Testing parameters shall include PCB's VOC's, SVOC's and Metals. The Contractor shall be responsible for all costs associated with testing of proposed fill material and results shall be provided to the Owner for review and approval.

1.5 **DELIVERY, STORAGE, AND HANDLING:** Materials shall be protected from damage from nature. Storage of materials and equipment on site shall be coordinated with the Owner.

1.6 PROJECT CONDITIONS

- A. *Grades and Layout:* The Contractor shall be responsible for verifying existing grades and layouts. Site conditions and information must be field verified before proceeding with Work. The Consultant reserves the right to require adjustments to accommodate field-verified conditions at no additional cost to the owner.
- B. *Public Ways:* Work shall not interfere with normal use of public ways, including streets and sidewalks, unless permission is obtained from the Owner and local authorities.

PART 2.0: PRODUCTS

2.1 COMMON FILL

- A. Provide common fill consisting of new and/or on-site excavated materials composed of earth and stone, free of organic materials, broken pavement, construction debris, and stones larger than 4" in the largest dimension. Use of recycled materials, such as re-processed building demolition material **shall not** be allowed. Refer to Part 1.4 (2) of this Section for specific requirements associated with testing and approval of new fill material to be used on-site.
- B. *Use:* Backfilling foundation holes.

2.2 TOPSOIL

- A. Topsoil shall be unfrozen, friable, natural loam and shall be free of clay lumps, brush, weeds, litter, stumps and other extraneous matter. The topsoil shall have an organic content between 5% and 20% and a pH between 5.5 and 7.5.

- B. Topsoil shall be installed on the entire site with a minimum coverage of 3 inches in depth.

2.3 SEED MIX

- A. 65% Kentucky Blue Grass
- B. 20% Perennial Rye Grass
- C. 15% Fescue
- D. The entire site shall be seeded.

2.4 MULCH

- A. Mulch shall be stalks of oats, wheat, rye, or other approved crops free from noxious weeds and coarse materials.

PART 3.0: EXECUTION

3.1 GENERAL

- A. *Inspection and Verification:* The Contractor shall inspect the site and existing conditions. Verify all grades, utility locations, layouts, site improvements, and other existing conditions before beginning Work.
- B. *Regulatory Requirements:* All Work shall conform to the requirements of OSHA and Mass. Dig Safe. Notify authorities and utility companies, as applicable, before proceeding with Work.
- C. *Stockpiling and Disposal:* Materials suitable for reuse shall be stockpiled on the side, in locations acceptable to the Owner. Materials unsuitable for re-use shall be disposed of properly.

3.2 PROTECTION

- A. *Buildings, Landscaping, and Site Improvements:* All Work shall be executed in a manner to prevent damage to existing structures, landscaping, streets, curbs, and walks to remain and to adjacent properties. Protect all existing structures, landscaping, site improvements, and adjacent properties in Work area.
- B. *Safe Passage:* Ensure safe passage of people around the Work area. Guard Work areas with barricades, reflectors, and signs as required by the Owner, applicable safety regulations, and local authorities.
- C. *Dust and Erosion Control:* Take effective measures to prevent windblown dust and to control erosion and run off.
- D. *Shoring and Bracing:* Design, engineer, and provide adequate shoring and bracing to prevent movement or settlement of existing and new construction, including buildings, utilities, paving, and site improvements.
- E. *Utilities:* Locate, mark, and protect all utilities from damage and disruption of services outside the Scope of Work for the Project.
- F. *Dewatering:* Dewater as necessary to maintain dry excavations. Provide temporary water control ditches, pumps, and piping as needed to control water.

3.3 FILL

- A. *Moisture Content:* Control moisture content of subgrades and fill materials by drying and wetting to levels required for proper compaction, as established by ASTM D1557, Method C. Wet fill that cannot be dried within 48 hours of placement shall be removed and replaced with drier fill.
- B. *Placement:* Place fill in horizontal loose layers not exceeding 12" and compact after each layer. Fill areas for site development as required to raise grade to required subgrade elevations.
- C. All fill shall be approved by the Owner prior to use on the site.

3.4 COMPACTION

- A. *Site:* Contractor is to provide 85% of maximum dry density under lawn areas, as determined by ASTM D1557. As an alternative to obtaining 85% maximum dry density, fill shall be placed in maximum 12" lifts and shall receive a minimum of three passes with a tracked bulldozer with a minimum weight of 8 tons, or two passes with a vibratory drum roller.

3.5 ROUGH GRADING

- A. Uniformly rough grade to prevent ponding of water and to slope away from structures to remain. Create wide swales to effectively control and drain water. Rough grade to within ± 1 " of indicated subgrades.
- B. Fill voids resulting from demolition of structures with appropriate fill material specified in Section 2.0.
- C. *Maintenance:* Repair and re-establish grades where settlement, damage, or erosion has taken place. Work shall include removal and restoration of surface improvements, if any.

- 3.6 **SITE RESTORATION:** Leave site in acceptable condition as specified herein.

END OF SECTION