

THE CITY OF WALTHAM  
MASSACHUSETTS

PURCHASING DEPARTMENT

**Embassy Parking Garage Renovations, 2024**

**ADDENDUM NO. 4**

April 3, 2024

**CHANGES, CORRECTIONS AND CLARIFICATIONS**

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications. The items set forth herein, whether of omission, addition, substitution, or clarification are all to be included in and form a part of the proposal submitted. THE NUMBER OF THIS ADDENDUM (NO. 4) MUST BE ACKNOWLEDGED IN THE FORM FOR GENERAL BID, FORM FOR FILED SUB BID, SECTION 00 60 01 AND/OR SECTION 00 60 02.

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**ITEM 1: Answers to Posed Questions**

**Q1.** Today I noticed when putting my final numbers together that item 8 & 9 arent included in the masonry filed sub bid, is that correct? Typically, precast work is included by masonry subcontractors, please confirm.

**A1.** The 'Reset of Precast Cap At Railing Base' and 'Reset Precast Cap at Lower Wall' work should be included as a part of the Masonry Filed Sub-Bid.

**ITEM 2: Clarifications**

- General Bids shall be submitted on the Revised Form For General Bid. See attached.
- Filed Sub-Bids shall be submitted on the Revised Form For Filed Sub-Bids. See attached.
- The Revised Unit Price Table should be used for the submission of General Bids and Filed Sub-Bids. See attached.

**END OF ADDENDUM NO. 4**

**SECTION 00 60 01 – REVISED FORM FOR GENERAL BID**

**EMBASSY PUBLIC PARKING GARAGE RENOVATIONS**

April 16, 2024

Crystal Philpott  
Purchasing Agent  
City of Waltham  
610 Main Street  
Waltham, MA 02452

Ms. Philpott:

**BASIC PRICE**

- A. The undersigned, having visited the site of the above project and having familiarized myself with the local conditions affecting the cost of the work and with the contract documents, including Amendments and Addenda Nos. \_\_\_\_\_, hereby proposes to furnish all labor, materials, tools, equipment, insurance, permits, taxes, and to do and lawfully perform all things as provided in the specifications, all in accordance with the contract documents, for the sum of:

\_\_\_\_\_ Dollars, \$\_\_\_\_\_.

**B. FILED SUB-BIDS**

The subdivision of the proposed contract price is as follows:

Item 1. The work of the General Contractor, being all work other than that covered by Item 2.

\$\_\_\_\_\_.

Item 2. Sub-Bids are included as follows:

Sub-Trade	Name of Sub-Bidder	Amount	Bonds required indicated by "Yes" or "No"
<u>Masonry</u>	_____	_____	_____
<u>Waterproofing, Damp-proofing, and Caulking</u>	_____	_____	_____

**D. UNIT PRICES**

1. The payment shall be as indicated in the Contract Documents.
2. Prior to commencing removal or placement of materials set forth in the Contract Documents, the Contractor shall notify the Architect/Engineer in sufficient time to permit proper measurements to be taken on behalf of the Owner. Only quantities which have been approved in writing by the Architect/Engineer will be considered in the determination of adjustments to the Contract Sum.
3. Performance of Work which is not required under the Contract Documents or which is not authorized by Change Order, whether or not such Work item is set forth hereunder as a Unit Price item, shall not be considered cause for extra payment. The Contractor will be held fully responsible for such unauthorized work, including the performance of all corrective measures required by the Architect/Engineer.
4. The Unit Prices as requested herein shall include their pro rate share of all costs for general conditions, staging, access, demolition, disposal, insurance, permits, taxes, overhead, profit, bond, labor, materials, and equipment of every kind, for the Contractor and Subcontractors.
5. Schedule of Unit Prices

**UNIT PRICE SCHEDULE – BASE BID WORK**

#	Description	Unit	Base Bid Quantities	Reference Detail(s)	Add/Deduct price (Insert Only One Number)
1	Horizontal Concrete Patch Repair	SF	500	2/S3-01	
2	Overhead Concrete At Underside Repair	SF	300	3/S3-01	
3	Double Tee End Spall Repair	SF	25	4/S3-01	
4	Shallow Concrete Wall Repair	SF	100	5/S3-01	
5	Interior Column Haunch Spall	SF	25	6/S3-01	
6	Typical Column Spall Repair / Column Corner Spall Repair	SF	80	7,8/S3-01	
7	Concrete Stair Repair	SF	2	24/S3-02	

8	Reset Precast Cap At Railing Base (Filed Sub-Bid – Masonry)	EA	12	12/S3-01	
9	Reset Precast Cap At Lower Wall (Filed Sub-Bid – Masonry)	EA	5	14/S3-02	
10	Shear Connector Replacement	EA	230	10,11/S3-01	
11	Shear Connector Repair	EA	270	10,11/S3-01	
12	Bituminous Patching	SF	250	6/S1-04	
13	Area Drain Replacement	EA	3	22/S3-02	
14	Broken Pipe Replacement (8" ø)	LF	20	23/S3-02	
15	Elbow Pipe Replacement (8" ø)	EA	2	-	
16	Individual Brick Replacement (Filed Sub-Bid – Masonry)	EA	150	20/S3-02	
17	Brick Pointing (Filed Sub-Bid – Masonry)	SF	850	21/S3-02	
18	Rout & Seal Top Deck Cracks (Filed Sub-Bid – Waterproofing, Damp-proofing, Caulking)	LF	100	9/S3-01	

\*Indicates that the quantity listed is in addition to all the scope areas noted on the plans.

- E. The undersigned agrees that, if s/he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and 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 the contract price, the premiums for which are to be paid by the general contractor and are included in the

contract price; provided however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

- F. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employees; and the he will comply with all laws and regulations applicable to awards made subject to section 44A.
- G. The undersigned as Bidder certifies that if this proposal is accepted, s/he will furnish to the City of Waltham with the invoice for the material or equipment supplied two copies of any and all Material Safety Data Sheets applicable to such material or equipment, as required by M.G.L. Chapter 111F, so called "Right to Know Law".
- H. 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 under in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- I. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule of regulation promulgated thereunder.

J. Substantial Completion

Substantial completion to be within 90 calendar days from the date of 'Notice to Proceed'.

Sincerely,

\_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
(Address of Bidder)

By:

\_\_\_\_\_  
(Title - Owner\*, Partner\*)

(Seal, if Corporation)

By:

\_\_\_\_\_  
(If Corporation - Name and Office)

\* If the business owned by the individual or partnership is conducted under a trade or assumed name, a certified copy of doing business under an assumed name should be annexed.

H. BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGE RATES

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the Awarding Authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

DATED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Acknowledgment of Principal, if a Corporation

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

:SS:

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she resides

at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

(Notary Public)

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Acknowledgment of Principal, if a Partnership

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

:SS:

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

before me personally came \_\_\_\_\_ to me known, and known to me to be one of the members of the firm of

\_\_\_\_\_ who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act of said firm.

(Notary Public)

Acknowledgment of Principal, if an Individual

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

:SS:

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

before me personally came \_\_\_\_\_ to me known, and known to me to be the person described herein and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

(Notary Public)

\_\_\_\_\_  
\_\_\_\_\_  
(If bidder is a partnership, state here the name and residence of each member thereof)

Name of Partners

Residence Address

_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
\_\_\_\_\_  
(If bidder is a corporation, state here the title, name, and residence of each member thereof)

Title

Name

Residence Address

_____	_____	_____
_____	_____	_____
_____	_____	_____

Organized under the laws of the state of \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION



**SECTION 00 60 02 – REVISED FORM FOR FILED SUB-BID**

**EMBASSY PUBLIC PARKING GARAGE RENOVATIONS**  
**WALTHAM, MA**

April 5, 2024

Crystal Philpott  
Purchasing Agent  
City of Waltham  
610 Main Street  
Waltham, MA 02452

Ms. Philpott,

To all General Bidders except those hereinafter expressly excluded:

- A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications and addenda, all the work specified in Section Nos. \_\_\_\_\_ of the specifications and in any plans specified in such section, prepared by SOCOTEC AE Consulting, LLC for the **Embassy Public Parking Garage Renovations, Waltham, Massachusetts**, for the contract sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

- B. This sub-bid includes addenda number \_\_\_\_\_.

- C. This sub-bid

May be used by any general bidder except:

\_\_\_\_\_

May only be used by the following general bidders:

\_\_\_\_\_

(To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer if no general bidders are excluded.)

- D. UNIT PRICES:

1. The following Unit Prices as described in the Specification are designated for items of Work on the basis of additional (or less) Contractor Work above the base quantities listed in the Schedule, below, or in each specification sections and/or drawings for the Work. These Unit Prices shall be used to add the dollar amounts shown for additional Work authorized in writing by the Consultant.

**UNIT PRICE SCHEDULE – BASE BID WORK**

#	Description	Unit	Base Bid Quantities	Reference Detail(s)	Add/Deduct price (Insert Only One Number)
1	Horizontal Concrete Patch Repair	SF	500	2/S3-01	
2	Overhead Concrete At Underside Repair	SF	300	3/S3-01	
3	Double Tee End Spall Repair	SF	25	4/S3-01	
4	Shallow Concrete Wall Repair	SF	100	5/S3-01	
5	Interior Column Haunch Spall	SF	25	6/S3-01	
6	Typical Column Spall Repair / Column Corner Spall Repair	SF	80	7,8/S3-01	
7	Concrete Stair Repair	SF	2	24/S3-02	
8	Reset Precast Cap At Railing Base (Filed Sub-Bid – Masonry)	EA	12	12/S3-01	
9	Reset Precast Cap At Lower Wall (Filed Sub-Bid – Masonry)	EA	5	14/S3-02	
10	Shear Connector Replacement	EA	230	10,11/S3-01	
11	Shear Connector Repair	EA	270	10,11/S3-01	
12	Bituminous Patching	SF	250	6/S1-04	
13	Area Drain Replacement	EA	3	22/S3-02	

14	Broken Pipe Replacement (8" ø)	LF	20	23/S3-02	
15	Elbow Pipe Replacement (8" ø)	EA	2	-	
16	Individual Brick Replacement (Filed Sub-Bid – Masonry)	EA	150	20/S3-02	
17	Brick Pointing (Filed Sub-Bid – Masonry)	SF	850	21/S3-02	
18	Rout & Seal Top Deck Cracks (Filed Sub-Bid – Waterproofing, Damp-proofing, Caulking)	LF	100	9/S3-01	

2. The Unit Prices as requested herein shall include their prorated share of all costs for general conditions, staging, access, demolition, disposal, insurance, permits, taxes, overhead, profit, bond, labor, materials, and equipment of every kind, for the Contractor and Subcontractors.
  3. Any Unit Price proposal that contains a unit price which is unduly high or low may be rejected as unbalanced, and thereby affects the total cost proposal of this Contract.
- E. The undersigned agrees that, if he is selected as sub-bidder, he will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the General Contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid and contingent upon the execution of the general contract, and, if requested to do so in the general bid by such general bidder, who shall pay the premiums therefore, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority, in the full sum of the subcontract price.
- F. The names of all persons, firms and corporations performing such class of work or part thereof for which the section of the specifications for the sub-trade require a listing in this paragraph (including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications), the name of each such class of work, or part thereof, and the bid price for each such class of work or part thereof are:

<u>NAME</u>	<u>CLASS OF WORK</u>	<u>BID PRICE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by undersigned.)

G. The undersigned agrees that the above list of bids to the undersigned represents a bona fide bid based on hereinbefore described plans, specifications, and addenda, and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the Awarding Authority.

H. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein), and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner.

I. The undersigned offers the following information as evidence for his qualifications to perform the work as bid upon according to all requirements of the plans and specifications:

1. Have been in business under present business name \_\_\_\_\_ years.
2. Have ever failed to complete any work awarded? \_\_\_\_\_
3. List three or more recent buildings with names of General Contractor and Architect on which you served as subcontractor for work of similar character as required for the above named buildings:

<u>BUILDING</u>	<u>ARCHITECT</u>	<u>GENERAL CONTRACTOR</u>	<u>AMOUNT OF CONTRACT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Bank Reference: \_\_\_\_\_

J. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with the laws and regulations applicable to awards of subcontractors subject to section fourth-four F.

K. The undersigned further agrees that, if the undersigned fails to perform his agreement to execute a subcontract with the General Contractor and furnish a performance and payment bond if requested to do so in the general bid by the general bidder, the bid deposit accompanying the

copy of this bid filed with the Award Authority shall become and be the property of the Awarding Authority as liquidated damages. The undersigned understands that, if he so executes a subcontract with the General Contractor and furnishes a performance and payment bond, if requested to do so, the bid deposit will be returned within five (5) days after execution of the general contract.

- L. The undersigned represents that this proposal is made in good faith without fraud, collusion or connection of any kind with other bidder for the same work, that the undersigned is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or corporation, that no other person or corporation has any interest in the profits of the contract, that the undersigned has read the form of contract attached hereto and is fully informed in regard to all provisions thereof and to the plans and specifications therein referred to, and that the undersigned has visited the premises described in said form of contract and made his own examination of the place where the work is to be done and of all conditions pertaining to the work had has made his own estimates and from such examination and estimate makes this proposal.
- M. The Federal Social Security Identification Number of the sub-bidder (the number used on Employer's Quarterly Federal Tax Return, US Treasury Department Form 941) is:

DATE \_\_\_\_\_

Sub Bidder \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_  
(Affix Seal)

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

City and State: \_\_\_\_\_

Telephone No. \_\_\_\_\_

N. BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the Awarding Authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

EMBASSY PUBLIC PARKING GARAGE RENOVATIONS  
CITY OF WALTHAM  
WALTHAM, MASSACHUSETTS  
SOCOTEC JOB NO.: RB233476

SOCOTEC AE Consulting, LLC  
Charlestown, Massachusetts  
Tel: (617) 268-8977  
Fax: (617) 464-2971

DATED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF SECTION

**DIVISION 01**

**GENERAL REQUIREMENTS**

**SECTION 01 22 00**

**REVISED UNIT PRICES**

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Attention is directed to the general and supplementary conditions and Division 1 including all sub-divisions therein attached in this document and drawings, which are made a part of this section.

1.02 DESCRIPTION

- A. Scope of Work:
  - 1. This Section covers those items for which indefinite quantities can be expected and, therefore, pre-agreed prices per unit of work are established as means to determine adjustments to the Contract Price after actual quantities are determined.
- B. Related Work Specified Elsewhere:
  - 1. Refer to Division 1 for limitations.
  - 2. Examine Contract Documents for requirements that affect work of this Section.

1.03 QUANTITIES AND COST ADJUSTMENTS

- A. Refer to this Section and individual Specification Sections for methods of measurement and payment for unit prices. As soon as the work involved in each unit cost item has been completed, submit documentation to establish the actual quantities provided. Submit to the Architect for review and issuance of Change Order.
- B. Change Order amount for each unit cost item will be based on actual quantities multiplied by the unit cost. This unit cost is a total cost and includes all mark-ups applicable taxes, overhead, and profit as described below.

1.04 UNIT PRICES

- A. General Provisions
  - 1. Materials, methods of installation and definitions of terms set forth under the various unit price items are indicated in the Schedule of Unit Prices and indicated in the Contract Documents.
  - 2. Performance of work which is not required under the Contract Documents or which is not authorized by Change Order, whether or not such work item is set forth hereunder as a Unit Price Item, shall not be considered cause for any

extra payment. The Contractor will be held fully responsible for such unauthorized work, including the performance of all corrective measures required by the Architect or Owner.

3. The Owner may choose not to approve any or all unit prices prior to award of the contract if it deems the unit price unreasonable. In this case, the Owner at their discretion may choose to:
    - a. Negotiate the unit costs prior to signing the contract;
    - b. Disapprove any or all of the unit prices and adjust the work on the change order process; or
    - c. Disqualify the bidder if the Owner deems the unit prices to be unreasonable.
- B. Schedule of Unit Prices: Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the below unit prices shall, at the option of the Owner, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work. The Unit Prices shall represent the exact total cost per unit to be paid the Contractor (in the case of additions or increases) or to be refunded the Owner (in the case of decreases). No additional adjustment will be allowed for overhead, profit, insurance, or other direct or indirect expenses of the Contractor or Subcontractors. No additional adjustments will be allowed for additional work without the prior written approval of the Owner.
1. Provide a cubic yard unit cost to excavate and remove unsuitable soils during excavations (old rumble foundations from former buildings on the gazebo site, or unconsolidated fill material). Assume that any fill material excavated has naturally occurring arsenic content consistent w/ soils in the Worcester area, and disposals shall be per the applicable DEP requirements, and the installation of compacted structural fill. Carry in the Base Bid a quantity of 40 cubic yards.
- C. The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work. Changes shall be processed in accordance with the provisions of Division 1 governing Changes in the Work.



1.05 UNIT PRICE SCHEDULE

#	Description	Unit	Base Bid Quantities	Reference Detail(s)	Add/Deduct price (Insert Only One Number)
1	Horizontal Concrete Patch Repair	SF	500	2/S3-01	
2	Overhead Concrete At Underside Repair	SF	300	3/S3-01	
3	Double Tee End Spall Repair	SF	25	4/S3-01	
4	Shallow Concrete Wall Repair	SF	100	5/S3-01	
5	Interior Column Haunch Spall	SF	25	6/S3-01	
6	Typical Column Spall Repair / Column Corner Spall Repair	SF	80	7,8/S3-01	
7	Concrete Stair Repair	SF	2	24/S3-02	
8	Reset Precast Cap At Railing Base (Filed Sub-Bid – Masonry)	EA	12	12/S3-01	
9	Reset Precast Cap At Lower Wall (Filed Sub-Bid – Masonry)	EA	5	14/S3-02	
10	Shear Connector Replacement	EA	230	10,11/S3-01	
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14	Broken Pipe Replacement (8" ø)	LF	20	23/S3-02	
15	Elbow Pipe Replacement (8" ø)	EA	2	-	
16	Individual Brick Replacement	EA	150	20/S3-02	

	(Filed Sub-Bid – Masonry)				
17	Brick Pointing (Filed Sub-Bid – Masonry)	SF	850	21/S3-02	
18	Rout & Seal Top Deck Cracks (Filed Sub-Bid – Waterproofing, Damp- proofing, Caulking)	LF	100	9/S3-01	

- A. All repair locations will be determined and marked in the field by the Engineer. Repairs will be located at small individual locations throughout the entire scope area. Unit Price work performed without the approval of the Engineer will not be paid for.
- B. The Owner reserves that right to increase or decrease the unit cost quantities without any adjustment in the unit costs.
- C. Unit costs include pro-rata share of Contractor’s, general conditions, staging, insurance, bond, overhead, and profit, etc.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION