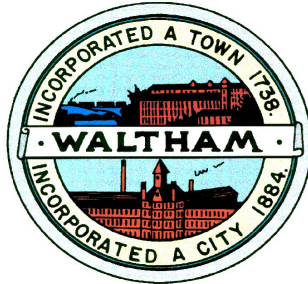


The City of Waltham



**Invites
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:**

Soil Management Services – Wayside Trail, 2024

The GENERAL CONTRACTOR BID is Due:

10:00AM Wednesday April 24th, 2024

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COVER

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END OF SECTION

**SECTION 00 01 00
CITY OF WALTHAM
MASSACHUSETTS**

INVITATION TO BID

Soil Management Services – Wayside Trail, 2024

The City of Waltham, Massachusetts invites sealed bids from Contractors for the **Soil Management Services located on the Wayside Trail in Waltham , MA.**

PLANS, SPECIFICATIONS and other Contract Documents may be obtained by visiting the City's Web Site at <https://www.city.waltham.ma.us/category/tags/purchasing-bids-open-0>

Copies of Addenda will be e- mailed to the registered Bidders without charge. Addenda will also be posted on the web site above

Sealed **GENERAL BIDS** for this project will be accepted from eligible bidders at the Purchasing Department, Waltham City Hall, 610 Main Street, Waltham, MA 02452 until **10:00AM Wednesday April 24th, 2024**, at which place and time they shall be publicly opened via Zoom. See the City's website for meeting details.

A **PRE-BID CONFERENCE** will not be held. Interested parties may visit the site on their own.

Each general bid shall be accompanied by a bid deposit in the form of a bid bond, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Waltham in the amount of five percent (5%) of the value of the bid. Bid deposits will be dealt with as provided in Massachusetts General Laws, Chapter 149, Section 44B.

Bids shall be made on the basis of the Minimum Wage Rates as determined by the Commissioner of Labor and Industries, Pursuant to the Provisions of Chapter 149, Sections 26 to 27D inclusive of Massachusetts General Laws, a copy of which is attached to and is made a part of the Contract.

Bidders' selection procedures and contract award shall be in conformity with applicable statutes of the Commonwealth of Massachusetts.

Performance and Labor and Materials payment bonds in the full amount of the contract price will be required from the successful bidder.

The Awarding Authority reserves the right to reject any or all general bids, if it be in the public interest to do so, and to reject any bid if it determines that such bid does not represent a person competent to perform the work as specified or that less than three such bids were received and that the prices are not reasonable for acceptance without further competition.

The successful bidder will be required to furnish a Certificate of Insurance, naming the City of Waltham as an Additional Named Insured with a waiver of subrogation, for General Liability and Vehicle Liability

in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate and Worker’s Compensation Insurance as prescribed by law.

In accordance with M.G.L.Ch 149 the undersigned certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by OSHA 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.

CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

Project time completion is **thirty (30) calendar days** from the date of the Notice-to-Proceed.

CITY OF WALTHAM
Crystal Philpott
Purchasing Department
City Hall, 610 Main Street
Waltham, MA 02452

SECTION 00 10 00 - INSTRUCTION TO BIDDERS**PART 1 - GENERAL****1.01 SCHEDULE OF DATES**

- A. Advertisement appears in Central Register and COMMBUYS, Plans and Specifications ready for Bidders at <https://www.city.waltham.ma.us/category/tags/purchasing-bids-open-0>
- B. **Pre-bid** walkthrough will not be held. Interested parties may visit the site on their own.
- C. **Questions** and requests for interpretations may be submitted in writing by ALL BIDDERS via e-mail ONLY to cphilpott@city.waltham.ma.us up to and including: **12:00PM Wednesday April 17th, 2024.**
- D. Addenda will be issued with interpretations as determined by the Purchasing Department only via e-mail and posting on the web site.
- E. General Bids Deadline: **10:00AM Wednesday April 24th, 2024**, in the Purchasing Department, City Hall, 610 Main Street, Waltham, MA 02452, Attn: Crystal Philpott, where the bids will be publicly open and read via Zoom. See the City's website for meeting details.

1.02 BIDDING PROCEDURE

- A. Bids for the work are subject to the provisions of General Laws, Chapter 149, Sections 44A-44L inclusive, as amended. Regulations governing the bidding procedures as set forth in the above mentioned amended General Laws must be followed.
- B. In the event of any inconsistencies between any of the provisions of these Contract Documents and of the cited statute, anything herein to the contrary notwithstanding, the provisions of the said statute shall control.
- C. No General Bid received by the Awarding Authority after the time respectively established herein for the opening of General Bids will be considered, regardless of the cause for the delay in the receipt of any such bid.

1.03 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn prior to the time respectively established for the opening of General Bids only on written request to the Awarding Authority.

1.04 INTERPRETATION OF CONTRACT DOCUMENTS

- A. No oral interpretation will be made to any bidder. All questions or requests for interpretations must be made in writing to the Purchasing Agent.
- B. Every interpretation made to a bidder will be in the form of an Addendum to the drawings and/or specifications, which will be made available to all persons to whom Contract Documents have been issued.
- C. Failure of the Awarding Authority to send, or of any bidder to receive any such Addendum shall not relieve any bidder from obligation under his bid as submitted.
- D. All such Addenda shall become a part of the Contract Documents.

1.05 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist, and shall also thoroughly examine the Contract Documents. Failure of any bidder to visit the site and acquaint himself with the Contract Documents shall not relieve any bidder from any obligation with respect to his bid.
- B. By submitting a bid, the bidder agrees that the Contract Documents are adequate and that the required result for a full and complete installation can be produced. The successful bidder shall furnish any and all labor, materials, insurance, permits and all other items needed to produce the required result to the satisfaction of the Awarding Authority.

1.06 BID SECURITY

- A. The General Contractor's bid must be accompanied by bid security in the amount of five percent (5%) of the bid.
- B. At the option of the bidder, the security may be bid bond, certified, treasurer's or cashier's check issued by a responsible bank or trust company. No other type of bid security is acceptable.

Bid Bonds shall be issued by a Surety Company qualified to do business under the laws of the Commonwealth of Massachusetts.

- C. Certified, Treasurer's or Cashier's check shall be made payable to the City of Waltham, Massachusetts.
- D. The bid security shall secure the execution of the Contract and the furnishing of a Performance and Payment Bond by the successful General Bidder for 100% of the contract value.

- E. Should any General Bidder to whom an award is made fail to enter into a contract therefore within five (5) days, Saturdays, Sundays and Legal Holidays, excluded, after notice of award has been mailed to him or fail within such time to furnish a Performance Bond and also a Labor and Materials or Payment Bond as required, the amount so received from such General Bidder through his Bid Bond, Certified, Treasurer's or Cashier's check as bid deposit shall become the property of the City of Waltham, Massachusetts as liquidated damages; provided that the amount of the bid deposit, which becomes the property of the City of Waltham, Massachusetts, shall not in any event exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability, bona fide clerical error or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder, his deposit shall be returned to him.

1.07 BID FORM

- A. General Bids shall be submitted on the "FORM FOR GENERAL BID, 00 10 10" enclosed. Erasures or other changes must be explained or noted over the signature of the bidder.
- B. Bid forms must be completely filled in. Bids which are incomplete, conditional, or obscure, or which contain additions not called for will be rejected.
- C. General Bidders shall submit one set of executed bid forms to the Awarding Authority.

1.08 SUBMISSION OF BIDS AND BID SECURITIES

- A. Each bid submitted by a General Contractor shall be enclosed in a sealed envelope that shall be placed with the bid security in an outer envelope. The outer envelope shall be sealed and clearly marked as follows:

(Firm Name): _____

General Bid and Bid Security for:
Soil Management Services – Wayside Trail, 2024

1.09 AWARD OF CONTRACT

- A. The Contract shall be awarded to the lowest responsible and eligible General Bidder on the basis of competitive bids in accordance with the procedure set forth in the provision of Section 44B-44L inclusive, as amended or inserted, of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.
- B. If the bidder selected as the General Contractor fails to perform his agreement to execute a contract in accordance with the terms of his General Bid, and furnish a Performance Bond and also a Labor and Materials or Payment Bond, as stated in his General Bid in accordance with Section 44F, an award shall be made to the next lowest responsible and eligible bidder.

- C. The words “lowest responsible and eligible bidder” shall be the bidder whose name is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work and who shall certify 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. Essential information in regard to such qualifications shall be submitted in such form as the Awarding Authority may require.
- D. Action on the award will be taken within sixty (60) days, Saturdays, Sundays and Legal Holidays excluded after the opening of the bids.

1.10 SECURITY FOR FAITHFUL PERFORMANCE

- A. The successful bidder must deliver to the Awarding Authority simultaneously with his delivery of the executed contract, an executed Performance Bond, and also a Labor and materials or Payment Bond, each issued by 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 One Hundred Percent (100%) of the Contract Price, as surety for the faithful performance of his contract, and for the payment of all persons performing labor or furnishing materials in connection therewith. Said bonds shall provide that, if the General Contractor fails or refuses to complete the Contract, the Surety Company will be obligated to do so.
- B. Premiums are to be paid by the General Contractor, and are to be included in the Contract Price.

1.11 EQUAL OPPORTUNITY

- A. The City of Waltham is an Equal Opportunity employer and will require compliance with the minority business enterprise plan (MBE) on file in the Purchasing Department

1.12 PRE-BID WALK-THRU

- A. A pre-bid conference will not be held. Interested parties may visit the site on their own.

1.14 CONTRACT DOCUMENTS

- A. The Awarding Authority shall make available the bid documents and addenda in the City Web site at <https://www.city.waltham.ma.us/category/tags/purchasing-bids-open-0>

1.15 EQUALITY

- A. Except where otherwise specifically provided to the contrary, the words “or approved equal” are hereby inserted immediately following the name or description of each article, assembly, system, or any component part thereof in the Contract Documents. It is the Contractor’s responsibility to provide all the research and documentation that

would prove a product or assembly is “equal”. Failure to provide research or documentation does not alleviate the Contractor’s responsibility to meet the schedule.

1.16 TAX FREE NUMBER

- A. The City of Waltham has a tax-free number.

1.17 SCHEDULE

- A. The work of the Contract shall be Substantially Complete in **30 calendar days** after the date of the Notice-to-Proceed.

1.18 LATE FEES

- A. If the work is not Substantially Complete as specified in 1.17, the Contractor shall be charged a maximum of Five Hundred Dollars (\$500.00) per day to pay for consulting and testing fees required to manage and arrange for the completion of the project. Late fees will be deducted from the Contract via Change Order.

1.19 WEEKLY JOB MEETINGS

- A. There will be a weekly job meeting at the site on the same agreed-upon day and time. Time will be provided to discuss and view the progress of the work and to answer questions. The Contractor’s job Superintendent and Project Manager shall attend each meeting. The City reserves the right to have job meetings conducted in the Planning Department at 119 School Street, Waltham.

1.20 PROJECT SUPERINTENDENT

- A. The Contractor shall provide the same person as Superintendent for the entire duration of the project. Failure to maintain the same person in this position shall result in a One Thousand Dollar (\$1,000.00) penalty per incident which shall cover the Architect’s time to re-orient new personnel.

1.21 AWARD

- A. The Awarding Authority reserves the right to reject any or all bids if it be in the public interest to do so, and to act upon the bids and make its award in any lawful manner.

1.22 PREVAILING WAGE SCHEDULE

- A. Bids shall be made on the basis of the Prevailing Wage Schedule, as determined by the Commissioner of Labor and Industries, pursuant to the provision of Chapter 149, Section 26 to 27D inclusive, of the Massachusetts General Laws. The Prevailing wage Schedule for this project can be found in the City’s web Site at www.city.waltham.ma.us/bids

1.23 CONFLICT OF INTEREST

- A. A bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

1.24 PROCEED ORDERS

- A. No bidder is to proceed without a proceed order as set out in the contract.

1.25 STAGING

- A. The General Contractor shall provide all the vertical access (which includes staging, vertical lifts, etc.) for the work of the Contract.

1.26 COMPLIANCE WITH MASSACHUSETTS GENERAL LAWS

- A. Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalty of perjury that I, to the best of my knowledge and belief have filed all state tax returns and paid all the state taxes required under law.

1.27 CONSTRUCTION BARRICADES

- A. The General Contractor shall provide all barricades to enclose the work area to prevent unauthorized access to the site.
 - 1. The barricades shall provide enough room for all construction activities to be performed while separated from pedestrians, students, and staff on site.
 - 2. Safety is the sole responsibility of the Contractor and any barricades necessary to protect the work and the public shall be provided.
 - 3. Provide entrance protection.

1.28 INSURANCE

- A. The contractor shall purchase and maintain, at his expense all insurance required by the Contract. Documents and all insurance required by the applicable laws of Massachusetts, including but not limited to, General Laws, Chapter 146, in connection with all hoisting equipment.
- B. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death and all property damage including, without limitation, damage to buildings and adjoining the site of construction which might arise from and

during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them including:

1. Statutory Worker’s Compensation and Employer’s Liability

The contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (so-called Worker’s Compensation Act) to all persons to be employed under this contract and shall continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof. The contractor shall, without limiting the generality of the foregoing, conform to the provisions of Section 34A of Chapter 149 of the General Laws, which Section is incorporated herein by reference and made a part of hereof.

2. Comprehensive General Liability Insurance

Minimum bodily injury limits of \$ 500,000 per person and \$ 1,000,000 per accident, and property damage limits of \$ 500,000 per accident and \$ 1,000,000 aggregate during any 12-month period, shall include the following:

- a. Public liability (bodily injury and property damage)
- b. X.C.U. (explosion, collapse, and underground utilities)
- c. Independent contractor’s protective liability.
- d. Products and completed operations.
- e. Save harmless agreement for Owner and Architects set forth in ARTICLE 10.11 of the GENERAL CONDITIONS.

3. Comprehensive All Risk Motor Vehicle Liability Insurance

Minimum bodily injury limits of \$ 500,000 per person, \$ 1,000,000 per accident, and property damage limit of \$ 1,000,000 per accident.

4. All Risk Insurance

Covering all Contractor’s equipment with a provision for Waiver of Subrogation against the Owner.

5. Excess Liability Insurance in Umbrella Form with combined Bodily Injury and Property Damage Limit of \$ 1,000,000.

6. **City of Waltham shall be a Named Additional Insured with a Waiver of Subrogation on the insurance policy for this project.**

- A. The General Contractor shall gain access to the site via routes approved by the Owner.
 - 1. The General Contractor as part of the bid price will restore all roads, curbs, driveways, walks and grassed or landscaped areas damaged during construction.

1.30 CONSTRUCTION TRAILER (if Applicable)

- A. The General Contractor shall locate the construction trailer at locations approved by the Owner.
- B. The General Contractor shall locate all on site stored or staged materials within the enclosed area designated by the Owner.

1.31 BUILDING PERMIT FEES

- A. Building permit fees will be waived for this project. However, the general Contractor is expected to obtain all proper permits as required by City Ordinances

1.32 COMPLETE BID FORMS

- A. Please Note: Each bidder must fill in all the blanks on all the bid forms, even if the information is “zero dollars” or “not applicable”. Also, please acknowledge all Addenda even if they do not pertain to your trade.

Signature of Individual or Corporate Name

By:

(Signature of Corporate Officer if applicable)

Title: _____

Social Security Number or Federal Identification Number: _____

END OF SECTION

SECTION 00 10 10

FORM FOR GENERAL BID

General Bid Opening Date: 10:00AM Wednesday April 24th, 2024

Crystal Philpott, CPO
City of Waltham
610 Main Street
Waltham, MA 02452

The undersigned:

(Please type or print the business name of the bidding firm)

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 No's.

_____,_____,_____,_____,_____ hereby proposes to furnish all labor (including Sub Bids), materials, tools, equipment, insurance, permits and 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:

City of Waltham
Soil Management Services
Wayside Trail Project

BIDDER: _____

BID Item	Description	Unit	Quantity	Unit Price	Total	Comments
1	Project Mobilization/Equipment	Lump Sum	1			
2	PPE	Lump Sum	1			
3	Soil Disposal (trucking, disposal)	Cubic Yard	6,200 cy			
4	Project Demobilization/Close-Out	Lump Sum	1			

TOTAL in \$ _____

TOTAL in WORDS

- D. The undersigned agrees that, if s/he is selected as General Contractor, s/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 issued by 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.
- E. The undersigned certifies that s/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 and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.
- F. 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".
- G. 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. The word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- H. Substantial Completion
 - 1. The work of the Contract shall be completed in **Thirty (30) calendar** days from the date of the Notice-to-Proceed.
- I. In accordance with M.G.L. ch. 149, the undersigned certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by OSHA 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.

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.

Section 00 20 00

COMPLIANCE FORMS

(PLEASE COMPLETE AND SUBMIT THESE FORMS WITH YOUR RESPONSE)

ORIGINAL "WET" SIGNATURES ARE REQUIRED IN ALL OF THE FOLLOWING DOCUMENTS

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

_____, _____
(Signature of person signing bid or proposal) Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____, _____
Signature of person submitting bid or proposal Date

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (name) is hereby, authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said Corporation whose signature appears below as an officer

Signature of Officer

SIGNED:

Clerk of the Corporation: (Corporate Seal)

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be his/her free act and deed before me, and provided to me through satisfactory evidence of identification which were _____ to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____ Today's Date _____

CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY

The undersigned, being (a/the) duly elected, qualified and active (member / manager) of _____, a Massachusetts limited Liability Company (hereinafter "the Company")

Does Hereby Certify that

1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of Massachusetts on _____, and the Articles of Organization have not been (further) amended.
2. The Company has complied with the publication requirements contained in Section 67 of the Limited Liability Company Law.
3. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.
4. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other than as follows:
5. All said requirements, whether as contained in the Articles of Organization or in the Operating Agreement or by operation of law as to the transaction of _____, 20____ have been met.
6. The following person or persons has/have been duly authorized by the Company to execute all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature.

NAME	OFFICE HELD	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN Witness Whereof, the undersigned has executed this Certificate of Authority this _____ day of _____, 20____.

(Signature)

STATE OF MASSACHUSETTS, COUNTY OF _____

On the ____ day of _____, 20____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____

My Commission Expires: _____

Notary Stamp:

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature

Date

Print Name

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:				Phone No.:			Payroll No.:									
Employer's Signature:		Title:				Contract No:		Tax Payer ID Number		Work Week Ending:								
Awarding Authority's Name:		Public Works Project Name:				Public Works Project Location:			Min. Wage Rate Sheet Number									
General / Prime Contractor's Name:		Subcontractor's Name:				"Employer" Hourly Fringe Benefit Contributions												
												(B+C+D+E)	(A x F)					
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							Total Gross Wages	

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority / /
--

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

05/14

00 20 00-9

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative: _____

_____ Print name. Date _____

10 HOURS OSHA TRAINING CONFIRMATION

Chapter 306 of the Acts of 2004

CONSTRUCTION PROJECTS

AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 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 payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name: _____

Address: _____

Signature: _____

Title: _____

Print Name _____

Date _____

See following Chapter 306 of the Acts of 2004

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Fill Out This
Section

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Chief Procurement Officer Purchasing Department, City of Waltham 610 Main Street Waltham, MA 02452
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Fill out this sect.
either SS or FID

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign & Date

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

DOCUMENT 00 43 00

BID BOND

AIA Document A310 - Bid Bond, 2010 Edition - Electronic Format, is included, following this page, as an integral part of the Bid documents, for use in fulfilling Bid Security requirements in lieu of submitting a certified check.

END OF DOCUMENT

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

Uninterruptible Power Supply (UPS)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this day of ,

(Contractor as Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)



Additions and Deletions Report for

AIA[®] Document A310[™] – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:55:14 on 01/10/2013.

PAGE 1

Uninterruptible Power Supply (UPS)

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User Notes:

(1177639241)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:55:14 on 01/10/2013 under Order No. 6871475021_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**AGREEMENT
CITY OF WALTHAM**

ARTICLE 1. This agreement, made this _____ day of _____, 2024 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

_____ hereinafter called the CONTRACTOR.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

Date for final completion of the project is **90 days** from the date of the Notice to Proceed.

Actual construction activity will commence on or about the date of the Notice-to-Proceed (NTP).

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

John B. Cervone, City Solicitor
Date: _____
APPROVED AS TO FORM ONLY

Michael Chiasson, CPW Director
Date: _____

Crystal Philpott, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

SECTION 00 50 10

PERFORMANCE BOND

CITY OF WALTHAM

KNOW ALL MEN BY THESE PRESENT THAT,

_____ as

principal and _____ as surety, are held and firmly bound unto the CITY OF WALTHAM and to such persons, firms, and corporations, who may furnish materials for or perform labor on the work, construction or improvements contemplated in the Contract hereinafter mentioned, or who may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, in the

SUM OF _____ DOLLARS (\$ _____)

(lawful money of the United States of America) for the payment whereof the Contractor and the Surety of Sureties bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT for the above burden (the Contractor) its

_____ heirs, executors, administrators and assigns, shall faithfully perform the Contract, on his part and during the life of any guaranty or warranty, for defective materials and workmanship required under this Contract, and satisfy all claims and demands incurred for the same; and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City all outlay and expense which the City may incur in making good any such default, and shall promptly make payment to all persons supplying labor or materials for use in the prosecution of the work provided for in said Contract; and shall indemnify and save harmless the said City, its officers and agents from any and all suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that (except as to the City) no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after two years from the day on which the final payment under the Contract falls due.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or any assignment, transfer or subletting of any part of the work, or the giving by the City of any extension of time for the performance of the Contract, or any other forbearance on the part of either the City or the Contractor to the other, shall not in any way release the Contractor and the Surety of Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, assignment, transfer, subletting extension or forbearance being hereby waived.

This Bond is made for the use and benefit of all persons, firms, and corporations who may furnish materials, or perform any labor for or on account of said work, construction or improvements, or who may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, and they and each of them are hereby made obligees hereunder the same as if their own proper names were written herein as such, and they and each of them may sue hereon in their own names for their own use and benefit.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the work, or to the Specifications.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names this

_____ day of _____, 20_____.

WITNESSES:

(CONTRACTOR) (SEAL)

NAME _____ BY _____
(SIGNATURE AND TITLE)

ADDRESS _____
(SURETY) (SEAL)

NAME _____ BY _____
(SIGNATURE AND TITLE)

ADDRESS _____ BY _____
(ATTORNEY-IN-FACT)

POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

SECTION 00 52 00

PAYMENT BOND

CITY OF WALTHAM

KNOW ALL MEN BY THESE PRESENT THAT,

_____ as

principal and _____ as
surety, are held and firmly bound unto the CITY OF WALTHAM and to such persons, firms, and
corporations, who may furnish materials for or perform labor on the work, construction or
improvements contemplated in the Contract hereinafter mentioned, or who may have any suits
or claims for injury or damage to persons or property resulting from or arising out of the work
done under this Contract, in the

SUM OF _____ DOLLARS (\$ _____)
(lawful money of the United States of America) for the payment whereof the Contractor and the
Surety of Sureties bind themselves and their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT for the above burden (the Contractor) its

heirs, executors, administrators and assigns, shall faithfully perform the Contract, on his part and
during the life of any guaranty or warranty, for defective materials and workmanship required under
this Contract, and satisfy all claims and demands incurred for the same; and shall fully indemnify and
save harmless the City from all cost and damage which it may suffer by reason of failure so to do,
and shall fully reimburse and repay the City all outlay and expense which the City may incur in
making good any such default, and shall promptly make payment to all persons supplying labor or
materials for use in the prosecution of the work provided for in said Contract; and shall indemnify
and save harmless the said City, its officers and agents from any and all suits or claims for injury or
damage to persons or property resulting from or arising out of the work done under this Contract,
then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that (except as to the City) no suit, action or proceeding by reason of any
default whatever shall be brought on this Bond after two years from the day on which the final
payment under the Contract falls due.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to
be done under it, or any assignment, transfer or subletting of any part of the work, or the giving by the
City of any extension of time for the payment of the Contract, or any other forbearance on the part of
either the City or the Contractor to the other, shall not in any way release the Contractor and the
Surety of Sureties, or either or any of them, their heirs, executors, administrators, successors or
assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations,
assignment, transfer, subletting extension or forbearance being hereby waived.

This Bond is made for the use and benefit of all persons, firms, and corporations who may furnish
materials, or perform any labor for or on account of said work, construction or improvements, or who

may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract, and they and each of them are hereby made obligees hereunder the same as if their own proper names were written herein as such, and they and each of them may sue hereon in their own names for their own use and benefit.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the work, or to the Specifications.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names this

_____ day of _____, 20____.

WITNESSES:

(CONTRACTOR)

(SEAL)

NAME _____ BY _____
(SIGNATURE AND TITLE)

ADDRESS _____
(SURETY) (SEAL)

NAME _____ BY _____
(SIGNATURE AND TITLE)

ADDRESS _____ BY _____
(ATTORNEY-IN-FACT)

POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

GENERAL CONDITIONS
SECT. 00 70 00

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

This contract is for the period of March 1, 2010 renewable at the discretion of the City of Waltham for an additional two (2) one-year periods ending June 30, 2013.

7. INSURANCE

A. WORKMAN'S COMPENSATION: The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability	\$2,000,000
-------------------	-------------

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: "The City of Waltham is a named Additional Insured for all Insurance". The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

8. LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Labor and Materials or Payment Bond equal to 100% of the contract value. This contract shall not be in force until said bond has been delivered and accepted by the City. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

A LETTER FROM A SURETY COMPANY CERTIFYING THAT THE CONTRACTOR IS QUALIFIED AND CAPABLE OF OBTAINING THE ABOVE BONDS MUST BE INCLUDED WITH HIS/HERS BID.

9. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

10. MASSACHUSETTS PREVAILING WAGES and FEDERAL DAVIS-BACON PREVAILING WAGES

This contract is based on State and Federal prevailing wages. All contractors working on this project shall submit weekly certified payrolls and sworn affidavits showing the actual number of hours charged to the project. The prevailing Wage Schedule is available in the Purchasing Department and a copy will be provided upon requests. The Prevailing Wage Schedule is too large to attach here.

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority.

11. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

12. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

13. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

14. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided.

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON-PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES. All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

20. BID OPENING INCLEMENT WEATHER
If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

21. SIGNATURES
No electronic signatures will be accepted in the Vote authorization form. The Notary Public signature must be an original Signature.

22. NOTARY PUBLIC
The notary public signature certification must be from a notary certified in any of the 50 United States

SECTION 0071 00

PREVAILING WAGE SCHEDULE

Please visit the City Web Site at <https://www.city.waltham.ma.us/category/tags/purchasing-bids-open-0> for a copy of the schedules .

SECTION 00 82 10

PERMITS

PART 1 GENERAL

1.01 CONTRACT DOCUMENTS

- A. The general provisions of the Contract, including General and Supplemental Conditions and General Requirements, apply to the work specified in this section.

1.02 PERMITS

- A. The Contractor shall be responsible for obtaining and complying with all permits required of his equipment, work force, or particular operations (such as blasting and fuel storage permits, etc.) in the performance of the Contract. All costs associated with obtaining permits will be included in the price of the work.
- B. If included as part of this project, The Contractor shall be responsible for complying with requirements of the Local Conservation Commission and the Cambridge Watershed Protection District. All costs associated with complying with the conditions will be included in the price of the work.
- C. The Contractor shall be responsible for obtaining and complying with the requirements of the Street Opening and Trench Permits required by the City Department of Public Works in the performance of the Contract. All costs associated with complying with the conditions of the permits will be included in the price of the work. All costs associated with obtaining permits will be waived by the City.

END OF SECTION

TECHNICAL SPECIFICATIONS

CITY OF WALTHAM
SOIL MANAGEMENT SERVICES
WAYSIDE TRAIL PROJECT
WALTHAM MASSACHUSETTS 02451

PROJECT OVERVIEW

The City of Waltham is seeking proposals from qualified soil disposal contractors to load, haul and dispose of an estimated 6,200 cubic yards of material from a soil stockpile located along the Wayside Trail in Waltham, Massachusetts (hereinafter referred to as the Site), location as shown on the attached Figure 1. Analytical testing of the soil stockpile has reported that the stockpiled soil, with the exception of a small area containing PCBs greater than 1 milligram per kilogram (mg/kg) that has previously been removed, contains low levels of contaminants that are not reportable to the Massachusetts Department of Environmental Protection (MassDEP). Soils must be loaded directly from the Site into the truck or roll-off container used for disposal at a pre-approved facility.

All work done under this Contract shall be in conformance with the Massachusetts Contingency Plan (310 CMR 40.0000), Excavation and Trench Safety (520 CMR 14.00), and OSHA 29 CFR 1910.120.

PROJECT BACKGROUND AND DESCRIPTION OF WORK

Recently, a new asphalt paved recreational "rail trail" was constructed along a former rail corridor in the City of Waltham (Wayside Trail). Excess soils from cut locations that could not be re-used along the corridor in fill locations were excavated and stockpiled along the side of the new trail pending characterization and management. The stockpile has since been tested for analytical parameters consistent with general industry required soil disposal parameters (e.g., volatile organic compounds [VOCs], semi-volatile organic compounds [SVOCs], polychlorinated biphenyls [PCBs], metals, pesticides, herbicides, and hazardous waste characteristics). The total stockpile is an estimated 6,200 cubic yards. This proposal request is for the management of the remaining stockpile. Please note that a small portion (approximately 200 tons) of the stockpile was removed and managed separately due to PCBs identified during soil characterization sampling as exceeding 1 mg/kg. Analytical results associated with the stockpile requested for disposal in this proposal request are summarized in the enclosed Table 1.

Tighe & Bond has reviewed listed disposal sites in the area surrounding the corridor segment from which the soil was generated and has not identified a potential point source for the identified contamination. It is likely that the contaminants identified at low concentrations (polycyclic aromatic hydrocarbons [PAHs], arsenic, petroleum, etc.) are due to historical use of the corridor as a rail line. According to historical aerial photographs and historical topographic maps, the rail line existed from at least 1893 through the 1980s.

Based on the enclosed analytical results, the Contractor shall recommend an acceptable receiving facility for the soil to be disposed. Once the receiving facility is recommended, the City of Waltham's Licensed Site Professional (LSP) will review the selected facility and if the facility is found acceptable to the LSP, will prepare an LSP Opinion Letter/Soil Disposal Request, and shipping papers (e.g., a Material Shipping Record, to be signed by the City of Waltham as generator of the soils) for the soil disposal. Once prepared, the LSP will send the

LSP Opinion Letter/Soil Disposal Request to the Contractor for the Contractor to submit to the facility for review/approval.

Once approval is received from a facility for disposal, the Contractor is responsible for loading, hauling, and disposal of the estimated 6,200 cubic yards of remaining stockpiled soil at the approved facility. After the stockpile has been removed from the Site, the Contractor is responsible for providing weight slips from the approved facility to the City of Waltham and the LSP.

DISPOSAL AND HANDLING OF CONTAMINATED SOILS

The Contractor is responsible for performing all contaminated material handling operations in accordance with standard engineering practices applicable to such activity, according to Massachusetts Department of Environmental Protection (MassDEP) regulations, U.S. Environmental Protection Agency (U.S. EPA) regulations, and according to the provisions of the Contractor's Health and Safety Plan (HASP), detailed below. The Contractor must utilize methods which consider the health and safety of all Contractor and subcontractor personnel, support personnel, LSP and their representatives, and the surrounding environment.

All Site health and safety controls shall be fully established and in operation prior to beginning any contaminated material handling activity. Site controls shall include, but not be limited to, the work zones being properly barricaded; decontamination processes; and all support equipment and supplies including personal protective equipment, or police details, compliant with the Contractors HASP.

Contractors are required to minimize the spread of stockpiled soils during loading and handling. Transport vehicles used to move contaminated soil at the Site shall be essentially free from fuel, motor oil or hydraulic leaks. Trucks or other conveyances deemed unacceptable for use by the City of Waltham, or their LSP Representative, shall not be used for the movement of contaminated materials.

Contractors are required to keep work areas, including but not limited to, areas adjacent to stockpile, roadways leading to and from stockpile area, driveways, parking areas, and public roadways free of contaminated materials. If such materials are deposited, spilled, or spread, such material shall be removed promptly, and properly disposed to the satisfaction of the City of Waltham, or their LSP Representative, no later than the end of each working day or as requested by the City of Waltham.

The City of Waltham's LSP Representative will be on-site during stockpile loading activities to evaluate field conditions. This evaluation may require the LSP Representative to work in close proximity to the Contractor's equipment and may require occasional pauses in the work. The Contractor shall work in a cooperative manner at all times during these operations to ensure the safety of the LSP Representative, and to allow for field evaluations.

Please note that a portion the stockpile storage area appears to be paved based on limited observations made during the removal of the PCB portion of the stockpile; however, a soil sample collected from beneath the pavement surface elevation was found to have PCBs at 92.5 and 244 mg/kg. The soil loading MUST NOT result in soil below the pavement surface elevation being handled and the pavement in paved areas must be protected during loading. Scraping of the pavement with heavy equipment should be avoided. In areas where the pavement is missing or damaged, stockpiled soil has been used to bring the grade up to the pavement surface elevation to cover over the PCB-impacted soil in the unpaved area to prevent accidental exposure. That soil must remain at the pavement elevation.

The Contractor will be responsible for handling, loading, transporting, and legal off-site removal of the stockpiled soil to the approved facility. No soil or other contaminated materials shall be removed from the Site without prior approval from the City of Waltham. Measurements of the soil transported from the Site to the various receiving facilities shall be per ton measured by scale at the receiving facility to the nearest 0.1 ton.

The Contractor shall provide unit prices and costs for the proposed soil receiving facility. The unit shall include, but not be limited to, transportation; disposal tipping costs; and any work required by the disposal facility to accept the material. No claim for delay will be considered based upon Contractor's facility failing to meet Contractor's production schedule. No payments will be made for rejected loads if due to the actions of the Contractor.

Stockpiled soil at the Site shall be loaded within the Site limits. All trucks leaving the Site shall be covered and cleaned of debris that might fall from the trucks during transport. The Contractor shall take measures to prevent debris from being spilled from trucks or tracked from the Site onto local streets. The Contractor shall sweep streets adjacent to the Site as necessary or as directed by the City of Waltham or their LSP Representative.

If potentially hazardous conditions develop during the work, the work in that specific area shall be terminated until the hazardous condition has been addressed to the City of Waltham's satisfaction. Potentially hazardous conditions include, but are not limited to, buried containers, tanks, or drums.

TRANSPORTATION CHARGE/PERMIT FEES

The price provided for soil disposal shall include all transportation charges, inspection, and permitting fees required by law. No fuel adjustment charges will be allowed during the period of this contract.

WORK SCHEDULE AND COORDINATION

The Contractor shall notify the City of Waltham and the LSP of their intended work schedule one week prior to the commencement of work. The Contractor shall take all steps possible to expedite the completion of the soil delivery to the selected facility.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall provide necessary access for fire apparatus and other emergency vehicles through the work zones or abutting properties at all times. Sweeping and cleaning of surfaces beyond the limits of the project required to clean up material caused by spillage or vehicular tracking during the various phases of work shall be considered as incidental to the work being performed under the contract and there will be no additional compensation.

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in removing the soil stockpile near poles, sidewalks, paved trails, walls, buildings, signage, utilities or other structures shall sustain them securely in place as needed. As warranted, the Contractor shall coordinate with the offices and agents of the various utility companies and municipal departments to assure that the services of these structures are maintained. Subsurface excavation is not part of this work.

The Contractor shall also be responsible for the repair or replacement, at no additional cost to the Owner, of any damage to such visible structures caused by soil management operations. The Contractor is responsible to leave structures in the same conditions as they existed prior to commencement of the work. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

If during construction there is an existing utility and/or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in protecting or repairing property as specified in this Section, shall be considered included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

HEALTH AND SAFETY PLAN

It is the Contractor's ultimate responsibility to ensure the health and safety of all the Contractor's employees and subcontracting personnel, and the public and environment from any on-site chemical contamination. If ET&L will be the contractor for this work, the HASP prepared for the removal of the PCB soil will be sufficiently protective for the management of this less-contaminated soil; a new HASP is not expected to be necessary.

USE OF GROUNDS AND STREET OCCUPANCY

Storage of equipment and materials will be limited to the City of Waltham owned property.

TERMS

Contractor shall hold price quoted for a minimum of thirty (30) days. Payment will be made upon completion of the work.

GUARANTEES & WARRANTY

All labor related to this contract must be guaranteed and include a warranty. If any work is unable to be guaranteed, the vendor must inform the City of Waltham liaison or his/her representative, in writing, prior to any delivery. Non-guaranteed work must be offered at a discount rate from the bid prices. Inspection, testing, and final determination of non-warranty work shall be performed at no cost to the City.

CANCELLATION

The City specifically reserves the right to cancel any unfilled portion of the contract, or the entire contract, for any reason with thirty (30) days written notification to the Contractor.

INDEMNIFICATION

To the fullest extent permitted by law and regulations, the Contractor shall indemnify and hold harmless the City of Waltham, its officials, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from but only to the extent caused by any negligent act or omission of the Contractor, any Subcontractor, any Supplier, or any of them to perform any of the work or anyone for whose acts any of them may be liable.

INSURANCE REQUIREMENTS

Prior to the execution of this Agreement, and within ten (10) days of any policy renewal, the CONTRACTOR shall furnish the CITY with a Certificate(s) of Insurance issued by a company

satisfactory to the City, specifying the types and limits of insurance required herein. Certificate shall be provided to the City. Insurance coverage shall be required for the entire term of this Agreement.

The Certificate(s) of Insurance shall provide evidence of

1. General Liability insurance in the amount of \$1,000,000 combined single limit, Bodily Injury, and Property Damage. General Liability should also include Contractual Liability to cover this contract;
2. Commercial Auto Insurance in the amount of \$3,000,000 (Three Million Dollars) umbrella in excess of \$1,000,000 (One Million Dollars).
3. Workers Compensation in appropriate amount.
4. The City of Waltham shall be listed as an additional insured on Liability and Commercial Auto policies.

ATTACHMENTS

Attachment A - Figure 1 Site Plan

Attachment B - Analytical Results

Tighe&Bond

ATTACHMENT 1

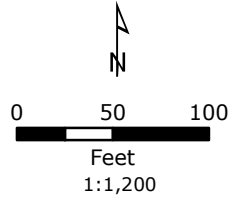


**FIGURE 1
SITE PLAN**

LEGEND

- Composite Stockpile Sample Location Point
- Composite Stockpile Sample Location Polygon

LOCUS MAP



NOTES

1. Based on MassGIS Color Orthophotography (2021)

**Stockpile Sampling Plan
Wayside Rail Trail
Waltham, Massachusetts**

August 2023



Tighe&Bond

ATTACHMENT 2

TABLE 1
 Summary of Soil Analytical Results
 Woerd Street Landfill
 Woerd Street
 Waltham, Massachusetts
 Last Updated: 1/4/2024 (J. Libby)

Sample Name	MassDEP MCP Reporting Category	MassDEP Comm 97-01		SP-2		SP-3		SP-4		SP-5		SP-6		SP-7		SP-8		SP-9		SP-10		SP-10A		SP-10B		SP-10C		SP-10D		SP-11		SP-12		SP-13		SP-14		SP-EAST		SP-WEST	
		Unlined Landfill	Lined Landfill	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	8/17/2023	12/7/2023	9/20/2023	9/20/2023	9/20/2023		
Lab Sample ID	RCS-1			CO78377	CO78378	CO78379	CO78380	CO78381	CO78382	CO78383	CO78384	CO78385	CO78386	CO78387	CO78388	CO78389	CO78390	CO78391	CO78392	CO78393	CO78394	CO78395	CO78396	CO78397	CO78398	CO78399	CO78400	CO78401	CO78402	CO78403	CO78404	CO78405	CO78406	CO78407	CO78408	CO78409	CO78410	CO78411	CO78412	CO78413	CO78414
Lab Report ID				GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	GCO78376	
VOCs 8260C (mg/kg)																																									
VOCs (Total)	NS	4	10	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SVOCs 8270D (mg/kg)																																									
Acenaphthene	4	NS	NS	<0.27	<0.26	<0.26	<0.27	<0.27	<0.24	<0.26	<0.26	0.61	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<0.26	<0.26	<0.27	<0.27	-	-	-	-	-	-	-	-	-		
Acenaphthylene	1	NS	NS	0.8	0.24	0.48	0.14	1.2	0.67	0.36	0.41	0.64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.32	0.97	1.4	0.43	-	-	-	-	-	-	-	-	-		
Anthracene	1,000	NS	NS	0.87	<0.26	0.46	<0.27	1.1	1.2	0.32	0.37	1.9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.34	0.99	1.3	0.45	-	-	-	-	-	-	-	-	-		
Benzo(a)anthracene	7	NS	NS	1.6	0.46	1	0.31	2.2	2.1	1	0.95	3.2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.85	2.2	2.7	1.1	-	-	-	-	-	-	-	-	-		
Benzo(a)pyrene	2	NS	NS	1.6	0.64	0.94	0.4	2	1.7	0.94	0.93	2.7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.9	1.9	2.4	0.91	-	-	-	-	-	-	-	-			
Benzo(b)fluoranthene	7	NS	NS	2.9	0.94	1.7	0.62	3.8	2.6	1.5	1.5	3.7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.3	3.4	4.4	1.9	-	-	-	-	-	-	-	-			
Benzo(g,h,i)perylene	1,000	NS	NS	0.78	0.33	0.47	<0.27	0.96	0.7	0.58	0.59	1.5	-	-	-	-	-	-	-	-	-	-	-	-	-	0.57	1.2	1.5	0.51	-	-	-	-	-	-	-	-	-			
Benzo(k)fluoranthene	70	NS	NS	1	0.36	0.62	<0.27	1.5	0.98	0.51	0.55	1.4	-	-	-	-	-	-	-	-	-	-	-	-	-	0.47	1.1	1.5	0.72	-	-	-	-	-	-	-	-	-			
Biphenyl, 1,1-	0.05	NS	NS	<0.076	<0.074	<0.074	<0.077	<0.077	<0.069	<0.074	<0.074	0.1	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.074	<0.074	<0.077	<0.074	<0.05	-	-	-	-	-	-	-				
Carbazole	NS	NS	NS	0.24	<0.1	0.12	<0.1	0.3	0.16	<0.1	0.11	0.91	-	-	-	-	-	-	-	-	-	-	-	-	-	0.11	0.24	0.31	<0.39	-	-	-	-	-	-	-	-	-			
Chrysene	70	NS	NS	1.8	0.53	1.1	0.38	2.6	2	1.1	1.1	3.2	-	-	-	-	-	-	-	-	-	-	-	-	-	0.94	2.4	3	1.2	-	-	-	-	-	-	-	-	-			
Dibenz(a,h)anthracene	0.7	NS	NS	0.3	0.12	0.2	0.085	0.37	0.29	0.19	0.18	0.47	-	-	-	-	-	-	-	-	-	-	-	-	-	0.16	0.41	0.56	<0.27	-	-	-	-	-	-	-	-	-			
Dibenzofuran	100	NS	NS	<0.27	<0.26	<0.26	<0.27	<0.27	<0.24	<0.26	<0.26	0.79	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<0.26	<0.26	<0.27	<0.27	-	-	-	-	-	-	-	-			
Fluoranthene	1,000	NS	NS	2.9	0.82	2.1	0.54	4	4.5	1.8	1.9	7.1	-	-	-	-	-	-	-	-	-	-	-	-	-	1.7	4.1	5.2	1.3	-	-	-	-	-	-	-	-	-			
Fluorene	1,000	NS	NS	<0.27	<0.26	<0.26	<0.27	<0.27	<0.24	<0.26	<0.26	1	-	-	-	-	-	-	-	-	-	-	-	-	-	<0.26	<0.26	<0.27	<0.27	-	-	-	-	-	-	-	-	-			
Indeno(1,2,3-cd)pyrene	7	NS	NS	1	0.39	0.69	0.28	1.4	1	0.68	0.68	1.7	-	-	-	-	-	-	-	-	-	-	-	-	-	0.62	1.4	1.9	0.63	-	-	-	-	-	-	-	-	-			
Methylnaphthalene, 2-	0.7	NS	NS	0.13	<0.074	0.12	<0.077	0.26	0.08	<0.074	0.092	0.39	-	-	-	-	-	-	-	-	-	-	-	-	-	0.097	0.22	0.22	<0.27	-	-	-	-	-	-	-	-	-			
Naphthalene	4	NS	NS	<0.27	<0.26	<0.26	<0.27	<0.27	<0.24	<0.26	<0.26	0.77	-	-	-	-	-	-	-	-	-	-	-	-	-	<0.26	<0.26	<0.27	<0.27	-	-	-	-	-	-	-	-	-			
Phenanthrene	10	NS	NS	0.4	<0.26	0.36	<0.27	0.79	0.59	0.29	0.35	5.5	-	-	-	-	-	-	-	-	-	-	-	-	-	0.52	0.66	0.94	0.64	-	-	-	-	-	-	-	-	-			
Pyrene	1,000	NS	NS	2.8	0.77	2	0.5	3.8	3.5	1.7	1.7	5.8	-	-	-	-	-	-	-	-	-	-	-	-	-	1.6	3.9	4.7	1.2	-	-	-	-	-	-	-	-	-			
SVOCs (Total)	NS	100	100	19	5.60	12.4	3.26	26.3	22.1	10.97	11.4	43.4	-	-	-	-	-	-	-	-	-	-	-	-	-	10.5	25.1	32.0	11.0	-	-	-	-	-	-	-	-	-			
Hydrocarbons 8015D modified (mg/kg)																																									
Fuel Oil #6	NS	NS	NS	<290	<270	<280	<59	<290	<530	<280	<280	<280	-	-	-	-	-	-	-	-	-	-	-	-	-	<560	<280	<290	<290	-	-	-	-	-	-	-	-	-			
Fuel Oil #2 / Diesel Fuel	NS	NS	NS	<290	<270	<280	<59	<290	<530	<280	<280	<280	-	-	-	-	-	-	-	-	-	-	-	-	-	<560	<280	<290	<290	-	-	-	-	-	-	-	-	-			
Fuel Oil #4	NS	NS	NS	<290	<270	<280	<59	<290	<530	<280	<280	<280	-	-	-	-	-	-	-	-	-	-	-	-	-	<560	<280	<290	<290	-	-	-	-	-	-	-	-	-			
Kerosene	NS	NS	NS	<290	<270	<280	<59	<290	<530	<280	<280	<280	-	-	-	-	-	-	-	-	-	-	-	-	-	<560	<280	<290	<290	-	-	-	-	-	-	-	-	-			
Motor Oil	NS	NS	NS	<290	<270	<280	<59	<290	<530	<280	<280	<280	-	-	-	-	-	-	-	-	-	-	-	-	-	<560	<280	<290	<290	-	-	-	-	-	-	-	-	-			
Unidentified	NS	NS	NS	<290	<270	<280	<59	<290	<530	<280	<280	<280	-	-	-	-	-	-	-	-	-	-	-	-	-	<560	<280	<290	<290	-	-	-	-	-	-	-	-	-			
Total Petroleum Hydrocarbons	1,000	2,500	5,000	<290	<270	<280	68	<290	<530	<280	<280	<280	-	-	-	-	-	-	-	-	-	-	-	-	-	<560	<280	<290	<290	-	-	-	-	-	-	-	-	-			
Metals 6010D (mg/kg)																																									
Antimony	20	NS	NS	<3.9	<3.6	<3.8	<4.0	<4.2	<3.5	<3.9	<3.6	<3.6	-	-	-	-	-	-	-	-	-	-	-	-	-	<4.0	<3.3	<4.2	<3.5	-	-	-	-	-	-	-	-				
Arsenic	20	40	40	22.5	8.58	24.2	5.18	26.4	9.43	13.0	12.9	11.3	-	-																											