



RUSH

Lump Sum Contract # 20160397

City of Springfield Lump Sum Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement	<i>mg</i>		mg	11/12/2015
Disaster Recovery & Compliance	<i>tg</i>	11/13/15	<i>tg</i>	11/13/15
City Comptroller	<i>[Signature]</i>	11/13/15	<i>[Signature]</i>	11/13/15
Law		11/13/15		
Mayor	<i>BB</i>	11/13/15	<i>BB</i>	11/13/15
Office of Procurement				

Vendor No.: 2782 Contract Date: 20160397 Contract Amt.: \$48,725.00

Requisition No. 16006752

Acct No:
 26401811 - 529200 - 64014 \$13,470.51
 35681800 - 580800 \$ 35,254.49

Bid No.: 16-070

Vendor Name: American Environmental Inc.

Contract Purpose: Demolition of 523 Union Street

Requesting Dept.: Disaster Recovery & Compliance Dept.

TYPE OF DOCUMENT (Please select at least one):

- New
 Amendment
 Extension
 Renewal

CONTRACT AGREEMENT

This Agreement, made this 15TH day of **October** in the year **2015** at **Springfield**, in the County of **Hampden** and Commonwealth of **Massachusetts**, by and between **American Environmental Inc., a Corporation with a principal place of business at 10 Canal Street, Holyoke, Hampden County, Massachusetts, 01040** (hereinafter called the **Contractor**), and the **City of Springfield**, a municipal corporation with an address of **36 Court Street, Springfield, Hampden County, MA. 01103**, acting by and through **Office of Disaster Recovery & Compliance** with the approval of its **Mayor** (hereinafter called the "**CITY**" or "**Owner**");

WITNESSETH as follows:

ARTICLE I

The Contractor shall perform all work and provide all the apparatus, energy equipment, fuel, labor, light, materials, scaffolding, tools, transportation, insurance, utensils or things required for the construction of the **Services: Demolition/Deconstruction of Various Properties – 523 Union Street, Springfield, Massachusetts**, in accordance with the Specifications titled **Services: Demolition/Deconstruction of Various Properties dated October 2015 specifications, evaluation reports dated October 20, 2014**, as prepared by **City of Springfield, Office of Disaster Recovery & Compliance and Cardno ATC, 73 William Franks Drive, West Springfield, MA 01089** acting as and in these Contract Documents hereinafter called the **Engineers**. The said Specifications are hereby referred to and made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided for in said Specifications. Reference is made to all Addenda and modifications issued to execution of this Contract; the said Addenda and modifications are made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided or in said Addenda or modifications. All of the work and labor performed under this Contract shall be performed and all of the materials furnished shall be in strict conformity with the said Drawings, Specifications, Addenda, or modifications and the Contractor accepts and consents to the conditions contained in said Drawings, Specifications, Addenda, or modifications and expressly agrees to comply with every requirement and stipulation therein contained.

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

1. The Contract Agreement
2. The Project Manuals
3. Addendum # 1
4. The Contractor's Bid
5. Corporate Certificate
6. The Contractor's Labor & Materials Payment Bond
7. The Affirmative Action Plan
8. Contractor's Insurance Certificate
9. The Minority Business Enterprise Commitment
10. The Prevailing Wage Rates
11. The Davis Bacon Wage Rates
12. Supplemental Equal Employment Opportunity Anti Discrimination and Affirmative Action Program

In the event that any provisions in any of the Contract Documents conflict with any other provisions

thereof, the provision contained in the portion of the Contract Documents first enumerated above in this paragraph will govern, except as may otherwise be specifically stated.

ARTICLE II

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

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

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

ARTICLE III

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

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

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

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

If the Contractor shall at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architects the City may, after three (3) days

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

ARTICLE XI

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

WITHIN FORTY FIVE (45) CALENDAR DAYS FROM THE DATE OF THE EXECUTION OF THE CONTRACT OR THE ISSUANCE OF A NOTICE TO PROCEED

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

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

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

ARTICLE XII

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

delay, and in no event shall the Contractor have any claim against the City for damages on account of any such delay in the completion of the work.

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

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

CONTRACT PRICE: FORTY EIGHT THOUSAND AND TWO HUNDRED AND SEVENTY FIVE DOLLARS AND 00/100. (\$48,275.00)

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

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

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

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

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

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

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

- A. Forthwith after the General Contractor receives payment on account of a periodic estimate, the General Contractor shall pay to each Subcontractor the amount paid for the labor performed and materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.
- B. Not later than the sixty fifth (65) day after each Sub-Contractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the Sub-Contractor less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work shall be due the Sub-Contractor; and the Awarding Authority shall pay that amount to the general Contractor. The General contractor shall forthwith pay to the Sub-Contractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Sub-Contractor by the General Contractor.
- C. Each payment made by the Awarding Authority to the General Contractor pursuant to subparagraphs A. and B. of this paragraph for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of

that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the General Contractor to make such payment to each Subcontractor. If the Awarding Authority has received a demand for direct payment from a Sub-Contractor for any amount which has already been included in a payment to the General Contractor for payment to the Sub-Contractor as provided in subparagraphs (a) and (b), the Awarding Authority shall act upon the demand as provided in this Section.

- D. If, within seventy (70) days after the Sub-Contractor has substantially completed the subcontract work, the Sub-contractor has not received from the General Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the Sub-Contractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the General Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth (70) day after the Sub-Contractor has substantially completed the subcontract work. Within (10) days after the Sub-Contractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the General Contractor, the General Contractor may reply to the demand. The reply shall be sworn statement delivered or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Sub-Contractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount for extra labor and materials to the General Contractor and of the amount due for each claim by the General Contractor and of the amount due for each claim made by the General Contractor against the Sub-Contractor.
- E. Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth (70) day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the sub-contractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (1) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work; (2) specified in any court proceedings barring such payment; or (3) disputed by the General Contractor in the sworn reply; provided that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by paragraph D. above. The Awarding Authority shall make further direct payments to the Sub-Contractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (1) and (2) of this subparagraph.
- F. The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (3) of subparagraph E. above in an interest-bearing joint account in the names of the General Contractor and the Sub-Contractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the General Contractor and the Sub-Contractor and shall notify the General Contractor and the Sub-Contractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the General Contractor and the Sub-Contractor or as determined by decree of a court of competent jurisdiction.
- G. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account in a bank pursuant to subparagraph F shall be made out of accounts payable to the General Contractor at the time of receipt of a demand for direct

payment from a Sub-Contractor and out of amounts which later become payable to the General Contractor and in the order of receipt of such demands from Sub-Contractors. All direct payments shall discharge the obligation of the Awarding Authority to the General Contractor to the extent of such payment.

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

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

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

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

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

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

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

ARTICLE XIX

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

ARTICLE XX

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

ARTICLE XXI

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

ARTICLE XXII

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

ARTICLE XXIII

The goals for minority business enterprise (MBE) and women's business enterprise (WBE) participation for this contract is a cumulative goal of twenty per cent (20%) of MBE/WBE participation on the basis of the total dollars paid, minority/ women workforce, or a combination of these, as described in the MBE/WBE Enterprise Program bid documents. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the

portion of contract and subcontract dollars paid to minority and women owned business, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the City of Springfield. The Contractor shall require similar reports from its Sub-Contractors. The Contractor agrees to make a good faith best effort to provide opportunities to eligible, bonafide minority and women owned and controlled businesses, as described in the "City of Springfield Minority and Women Business Enterprise Program" attached to this contract and incorporated herein by reference.

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

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

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

ARTICLE XXXI

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

ARTICLE XXXII

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

or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person.

ARTICLE XXXIII

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

ARTICLE XXXIV

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

ARTICLE XXXV

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with Sub-Contractor or vendor as a result of such direction by the Department, the contract may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE XXXVI

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

- A. any representative made by the Contractor to the City in connection with the Contract Documents shall be incorrect or incomplete in any material respect.
- B. The Contractor fails to comply with the essential conditions of this agreement, that it shall diligently pursue the development of this project. It is expressly understood and agreed that the Contractor shall notify both the Engineers and the City in the event delays occur which delays affect the start of on-site labor or accomplishment of the project. Time is of the essence of the completion of this project.
- C. The intent and purpose of the Project is changed substantially so as to significantly affect the accomplishment of the Project as intended.
- D. The Contractor has violated commitments made by it in its proposal and supporting documents or has violated any of the terms of conditions of this Agreement.
- E. Any official, employee, Engineers attorney, Engineer or inspector of or for the City or any State or local official or representative, becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction for the Project, or in the furnishings of any service to or in connection with the Project, or in any benefit arising

therefrom.

- F. The Contractor fails to report immediately to the City any change of authorized representative(s) acting in lieu of or on behalf of the Contractor.
- G. The Contractor fails to fulfill its bonafide minority and women business enterprise commitments outlined in Contract Documents.

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

ARTICLE XXXVII

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

ARTICLE XXXVIII

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

- A. **"Weather Protection"** shall mean the temporary protection of that work adversely affected provide adequate working areas during the months of November through March as determined by the Awarding Authority and be consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations.
- B. Standards for such protection shall be established by the Deputy Commissioner of Planning and Operations in the Executive Office for Administration and Finance.
- C. Responsibility for Weather Protection
 - 1. The entire responsibility for weather protection during construction until Substantial Completion, shall be assumed by the Contractor, who shall be liable for any damage to any work caused by the Contractor's failure to supply proper weather protection and proper ventilation as required.
 - 2. Any work damaged by frost shall be removed and replace by the Contractor at the Contractor's own expense and as directed by the Engineers.
 - 3. It is to be specifically understood that the Contract shall do no work at any time or under any conditions that he or she deems unsuitable to the perfect execution of the Work.

This provision shall not be interpreted as constituting any waiver, release or lessening or the Contractor's obligation to bring the Work to Substantial Completion with the period of time set forth in the Agreement.

ARTICLE XXXIX

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

accordance with generally accepted accounting principles and auditing standards.

2. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and
 - A. Until the expiration of six (6) years after final payment, the Awarding Authority, the Office of the Inspector General and the Deputy Commissioner of Capital Asset Management shall have the right to examine any books, documents, papers or records of the Contractor or his or her Subcontractor that directly pertain to, and involve transactions relating to the Contractor or his or her Subcontractor, and
 - B. If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording or recording transactions which materially affect any statements filed with the Awarding Authority, including in the Contractor's description the date of the change and reasons thereof, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and
 - C. If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth below prior to the execution of the contract, and
 - D. If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audit financial statement for the most recent completed fiscal year as set forth below.
 - E. The Contractor shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
 1. transactions are executed in accordance with management's general and specific authorization,
 2. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets,
 3. access to assets is permitted only in accordance with management's general or specific authorization; and
 4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
3. The Contractor shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that said accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
 - A. Whether the representations of management in response to these paragraphs are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - B. Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in

relation to the applicant's financial statements.

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

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

ARTICLE XL

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

ARTICLE XLI

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

ARTICLE XLII

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

ARTICLE XLIII

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

ARTICLE XLIV

The laws of the Commonwealth of Massachusetts shall govern this agreement, unless otherwise specified. Any action, whether at law or equity, shall be brought only in the Superior Court of Hampden County, or the Federal District Court for the district of Massachusetts, sitting in Springfield.

Section 3 Clause included in Contract No. 20160394

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

IN WITNESS WHEREOF the City of Springfield has caused these presents to be signed in its name and behalf, Office of Disaster Recovery & Compliance - , with the approval of its **Mayor** and the said Contractor has caused these presents to be signed in the contractor's named and behalf by its hereto duly authorized the day and year the same is signed by all necessary parties, on the latest date noted below.

CONTRACTOR

BY: 

AMERICAN ENVIRONMENTAL, INC.

26401811 - 529200 - 64014 \$ 13,470.51

35681800 - 580800 \$ 35,254.49

APPROVED AS TO APPROPRIATION
PURSUANT TO M.G.L. c. 44, s31C

BY:  11/13/15

COMPTROLLER DEPUTY

APPROVED:

BY: 

OFFICE OF DISASTER RECOVERY & COMPLIANCE

CITY OF SPRINGFIELD

BY: 

OFFICE OF PROCUREMENT

APPROVED AS TO FORM

BY: 

LAW DEPARTMENT

REVIEWED AND APPROVED:


MAYOR

This 13th day of Nov., 2015

Bid No. 16-070 C # 20160397 OOP'16 V # 2782

CORPORATE CERTIFICATE

I, JOSE JULIO BERNES, a resident of WESTFIELD
in the State of MA, DO HEREBY CERTIFY: that I am the
Clerk / Secretary of AMERICAN ENVIRONMENTAL INC., a Corporation duly organized and existing
under and by virtue of the laws of the State of MA and that I have custody
of the records of such Corporation; and that as of the date herein after below recited


Charles W. Hughes *

is the Senior Project Estimator (Officer)
(Title) of such Corporation and is duly authorized
to execute and deliver in the name and on behalf of the Corporation the following:

DEMOLITION/DECONSTRUCTION OF 523 UNION STREET SPRINGFIELD, MASSACHUSETTS

Witness WHEREOF, I have hereunto set my hand and affixed the Corporate Seal
of such Corporation this 3rd day of November, 2015

(Affix)
(Seal)
(Here)

**  Clerk / Secretary

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

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

PERFORMANCE/PAYMENT BOND

BID NO. 16-070 C # 20160397 OOP'16 V 2782

KNOW ALL MEN BY THESE PRESENTS THAT **AMERICAN ENVIRONMENTAL INC., 18 CANAL STREET, HOLYOKE, HAMPDEN COUNTY, MASSACHUSETTS, 01040.** Hereinafter called the **PRINCIPAL**, as Principal and Endurance American Insurance Company a corporation duly established by law and having a usual place of business in New York County, hereinafter called the **SURETY**, as Surety, which is authorized to do a surety, guaranty and indemnity business in the Commonwealth of Massachusetts, and has complied with all the requirements of law for the transaction of such a business in said Commonwealth, are holden and stand firmly bound unto the City of Springfield, a corporation duly established by law in the County of Hampden, in said Commonwealth, hereinafter called the **OBLIGEE**, in the sum of:

FORTY EIGHT THOUSAND AND TWO HUNDRED AND SEVENTY FIVE DOLLARS AND 00/100. (\$48,275.00)

to the payment of which to the said City of Springfield, or its successors or assigns, we hereby jointly and severally bind ourselves, our successors and assigns. **THE CONDITION** of this obligation is such American Environmeal, Inc. that, **WHEREAS** the said Principal has entered into a written contract with the said City of Springfield **October 15, 2015.**

DEMOLITION/DECONSTRUCTION OF 523 UNION STREET SPRINGFIELD, MASSACHUSETTS

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

IN WITNESS WHEREOF the said Principal, has caused these presents to be signed and its official seal hereto affixed in triplicate by _____ its _____ thereunto duly authorized and the said Surety, has caused these presents to be signed and its official seal hereto affixed in triplicate by its _____
In witness we hereunto set our hands and seal this 4th day of November **2015**

PRINCIPAL: AMERICAN ENVIRONMENTAL INC.

BY: [Signature]
ITS: President
CORPORATE SEAL

SURETY: Endurance American Insurance Company

BY: [Signature]
ITS: Attorney-in-Fact
CORPORATE SEAL

(Affix)
(Seal)
(Here)
[Signature]
Approved as to Form:

ASSOCIATE CITY SOLICITOR

(Affix)
(Seal)
(Here)
[Signature]
Approved By:

DOMENIC J. SARNO, MAYOR

LABOR & MATERIALS BOND

BID NO. 16-070 OOP'16 C# 20160397 V 2782

Know all men by these present, that **AMERICAN ENVIRONMENTAL INC., 18 CANAL STREET HOLYOKE, HAMPDEN COUNTY, MASSACHUSETTS, 01040.** hereinafter called **PRINCIPAL**, as principal and Endurance American Insurance Company a corporation duly established by law and having a usual place of business in New York County, hereinafter called the **SURETY**, as Surety, which is authorized to do a surety, guaranty and indemnity business in the Commonwealth of Massachusetts, and has complied with all the requirements of law for the transaction of such a business in said Commonwealth, are held and stand firmly bound unto the City of Springfield, a corporation duly established by law in the County of Hampden, in said Commonwealth, hereinafter call the **OBLIGEE**, As surety, you are held and firmly bound unto the **CITY OF SPRINGFIELD** in the sum of

FORTY EIGHT THOUSAND AND TWO HUNDRED AND SEVENTY FIVE DOLLARS AND 00/100. (\$48,275.00)

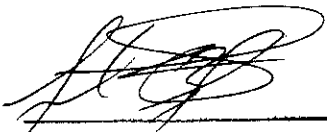
Lawful money of the United States of American, to be paid to the City Treasurer, Springfield, Massachusetts for payment, well and truly made, we bind ourselves, our representative heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present. Whereas, the said principal has made a contract with the City acting through its Mayor, Chief Procurement Officer under date of October 15, 2015.

DEMOLITION/DECONSTRUCTION OF 523 UNION STREET, SPRINGFIELD, MASSACHUSETTS


Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws Chapter 149, as amended, then this obligations shall become null and void; otherwise it shall remain in full force and virtue.

In witness we hereunto set our hands and seal this 4th day of November 2015

PRINCIPAL: AMERICAN ENVIRONMENTAL INC.


BY: 
ITS: President

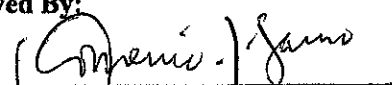
SURETY: Endurance American Insurance Company

BY: 
ITS: Attorney-in-Fact

CORPORATE SEAL

CORPORATE SEAL

(Affix)
(Seal)
(Here)
Approved as to Form: 
ASSOCIATE CITY SOLICITOR

(Affix)
(Seal)
(Here)
Approved By: 
DOMENIC J. SARNO, MAYOR

ENDURANCE AMERICAN INSURANCE COMPANY

EAIC83160045
Seal Number: 83

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 750 Third Avenue, New York, New York 10017, has made, constituted and appointed and by these presents, does make, constitute and appoint

MARIA L. PLAISTED, MARK D. LESKANIC

its true and lawful Attorney(s)-in-fact, at NEEDHAM in the State of MA and each of them to have full power to act without the other or others, to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SEVEN MILLION FIVE HUNDRED THOUSAND Dollars (\$7,500,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".

20
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating hereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at 12:01 a.m. (Standard Time where said attorney(s)-in-fact is authorized to act.) AUGUST 12TH, 2016.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 12TH day of AUGUST, 2015 at New York, New York. (Corporate Seal)

ENDURANCE AMERICAN INSURANCE COMPANY

Richard M. Appel

Lynne Moyer

ATTEST
Richard M. Appel, Senior Vice President

By
Lynne Moyer, Senior Vice President

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 12TH day of AUGUST, 2015 before me personally came LYNNE MOYER to me known, who being by me duly sworn, did depose and say that (s)he resides in NEW YORK, NEW YORK that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his (her) name thereto by like order. (Notarial Seal)

Anie Licari

Anie Licari, Notary Public - My Commission Expires: October 29, 2015

CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

I, Doug Worman, the Chief Executive Officer of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations;

RICHARD M. APPEL, LYNNE MOYER

And

RESOLVED FURTHER that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 4th day of November, 2015

(Corporate Seal)

Doug Worman, Chief Executive Officer of U.S. Insurance

Invitation To Bid For Demolition/Deconstruction
City of Springfield, Massachusetts

Bid No. 16-070
October 7, 2015

20160397
V2782
10090 BUNDS
\$48,275.00
Corp.

BID FORM

DEMOLITION OF PROPERTIES

Bid No. 16-070 Opening Date: October 7, 2015

A. The undersigned proposes to furnish all labor and materials required for the demolition or deconstruction of the below referenced properties, in Springfield, Massachusetts, in accordance with the accompanying specifications prepared by the City of Springfield, Office of Disaster Recovery for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid included addenda numbered 1, -, -, -.

C. The contract will be awarded to the lowest qualified bidder. The City reserves the right to award properties individually. Please insert bids below:

22 Richelieu Street	\$	<u>52,000.00</u>
523 Union Street	\$	<u>48,275.00</u>
575 Union Street	\$	<u>53,000.00</u>
Total Proposed Price for Demolition of All Properties:	\$	<u>153,275.00</u>

- D. The undersigned as bidder declares that the only persons or parties interested in this proposal as principles are those named therein; that this proposal is made with out collusion with any other firm; that the undersigned has carefully examined the location of the proposed work, that proposed form of contract and the plans and specifications therein referred to; and the undersigned proposes and agrees if this proposal is accepted that he will contract with the awarding authority to provide all necessary machinery, tools, apparatus and other means of construction to do all work and furnish all materials specified in the contract in the manner and time therein described and according to the City's requirements therein set forth.
- E. The undersigned agrees that if he is selected as General Contractor, he will within five days, Saturdays, Sundays and legal holidays, excluded, after presentation thereof by Awarding Authority, execute a Contract in accordance with the terms of this bid and furnish a Performance Bond and also a Labor & Materials or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of 100% of the contract price, the premiums for which are to be paid by the General Contractor and are included in the contract price.
- F. The undersigned hereby agrees that all work is to be completed within forty five (45) calendar days from the date of the execution of the contract or the issuance of a Notice to Proceed, an additional ten (10) days per property will be granted for every additional property added to the contract. The Director of Disaster Recovery and/or her authorized representative may grant additional time in which to complete the work if an emergency arises. Payment by the Contractor of two-hundred fifty (\$250) dollars for each and every calendar day the Contract extends beyond the stipulated time, as liquidated damages, is hereby agreed to. The City may, at its discretion and in writing, extend the time for completion of the work.
- G. The undersigned hereby certified that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations applicable to the awards made subject to section forty-four A.

Invitation To Bid For Demolition/Deconstruction
City of Springfield, Massachusetts

Bid No. 16-070
October 7, 2015

- H. The undersigned further certifies under the penalties of perjury that this bid in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection, the "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- I. The undersigned certified under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter 29, or any other applicable debarment provisions of any other chapter of the General laws or any rule or regulations promulgated there under.

Date: 10 / 07 / 2015

American Environmental, Inc.

(Name of General Bidder)

By: **Charles Hughes, Senior Project Estimator**
(Name of Person Signing Bid & Title)

By: _____
(Signature of Person Signing Bid)

18 Canal Street

(Business Address)

Holyoke MA 01040

(City)

(State)

(Zip Code)

(413) 322 - 7190

(Business Phone)

(413) 322 - 7193

(Fax)

Email: **chughes@amerenviro.com**

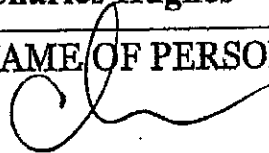
- If a corporation, it must be signed and sealed by a duly authorized officer.
- If a partnership, so state, and give names and residential addresses of all partners.
- If an individual, so state, and give residential address if different from business address and sign.

COLLUSION OR FRAUD STATEMENT

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

Charles Hughes

(NAME OF PERSON SIGNING BID)



(SIGNATURE)

American Environmental, Inc.

(COMPANY)

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

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

20-2362441

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number _____
Company: American Environmental, Inc.
P.O. Box (if any): N/A Street Address Only: 18 Canal Street
City/State/Zip Code: Holyoke, MA 01040
Telephone Number: 413-322-7190 Fax Number: 413-322-7193 Email: chughes@amerenviro.com

List address(es) of all other property owned by company in Springfield: N/A
Please identify if the bidder/proposer is a:
Corporation XXX
Individual N/A Name of Individual: N/A
Partnership Names of all Partners:
Limited Liability Company Names of all Managers:
Limited Liability Partnership Names of Partners:
Limited Partnership Names of all General Partners:

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

FEDERAL TAX CERTIFICATION

I, Charles Hughes certify under the pains and penalties of perjury that American Env., to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

American Environmental, Inc. Date: 10/7/15
Bidder/Proposer/Contracting Entity Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

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

American Environmental, Inc. Date: 10/7/15
Bidder/Proposer/Contracting Entity Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Charles Hughes certify under the pains and penalties of perjury that American Environmental, Inc. to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

American Environmental, Inc. Date: 10/7/15
Bidder/Proposer/Contracting Entity Authorized Person's Signature

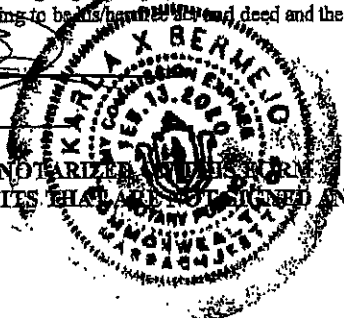
Notary Public

STATE OF Massachusetts, 10/7, 2015
County of Hampden, ss.

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

My commission expires: 2/15/20

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT NOTARIZED MAY BE REJECTED.



BIDDER'S/PROPOSER'S CERTIFICATION

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

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

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

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

American Environmental, Inc.

Name of firm

Signature of Bidder/Proposer (authorized representative)

Senior Project Estimator

Title

10/7/15

Date

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

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

MBE/WBE UTILIZATION REPORT

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

	Name and address Of MBE/WBE	Telephone #	Nature of Work to be performed of work Asbestos and Demolition	\$ value
MBE/WBE	American Environmental, Inc. 18 Canal Street, Holyoke, MA	413-322-7190		\$125,000
MBE/WBE	—			
MBE/WBE	—			
MBE/WBE	—			

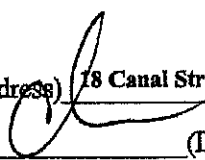
Minority/Females Employees (check here) Yes

\$Value of Work \$125,000

Project Name Demolition/Deconstruction Project Bid # 16-070 Total Bid Amount: \$153,275.00

Total MBE % 81% Total WBE % 0% Total MBE/WBE % 81%

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

(Company Name) American Environmental, Inc. (Address) 18 Canal Street, Holyoke, MA 01040
 (Telephone) 413-322-7190 (Authorized Signature)  (Date) 10/7/15

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

**AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)**

NAME OF PROJECT Demolition/Deconstruction BID NO. 16-070

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

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COLS THRU-F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F
	86	16	2	63	0	0	0	0	5	0

B.) What is your anticipated work force for this project/service? 8
 Number of Minorities 6 Number of Females 1

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

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

[Signature] 10/7/15
 AUTHORIZED SIGNATURE DATE

American Environmental, Inc.

FIRM

18 Canal Street, Holyoke, Ma 01040

ADDRESS

413-322-7190

TELEPHONE NUMBER

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

MBE/WBE FORM 4

MBE/WBE LETTER OF INTENT

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

MBE/WBE Company Name American Environmental, Inc. MBE/WBE Address 18 Canal Street, Holyoke, MA

MBE/WBE Telephone 413-322-7190

Project Name: Demolition/Deconstruction Project Location: City of Springfield, Various Locations

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

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

Bidding Company American Environmental, Inc.

Authorized Person's Signature 

Date 10/8/15

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

MBE/MBE FORM 5

INFORMATION ON UNSUCCESSFUL CONTACT
OF MBE/WBE

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

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

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

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

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

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

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

Bidding Company American Environmental, Inc.

Authorized Person's Signature  Date 10/7/15

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



OPERATIONAL SERVICES DIVISION

SUPPLIER DIVERSITY OFFICE

Reginald Nunnally
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor
Glen Shor
Secretary
Gary J. Lambert
Assistant Secretary for
Operational Services

October 25, 2013

Mr. Jose Julio Bermejo
American Environmental, Inc.
18 Canal Street
Holyoke, MA 01040

Dear Mr. Bermejo:

The Supplier Diversity Office (SDO) is in receipt of your certification renewal information (application). This consists of your request to renew the certification of American Environmental, Inc. and the required certification renewal information and documentation. Accordingly, SDO has updated your file with this information and documentation. No substantive review of your company was done at this time. **This letter serves as sole and exclusive proof of your firm's SDO certification.**

Based on your certification renewal information (application), the certification of American Environmental, Inc. as a minority-owned business enterprise (MBE) with the business description of ASBESTOS ABATEMENT has been renewed effective the date of this letter. The company will remain listed in the SDO Directory of certified businesses and The Massachusetts Central Register, which is published by the Office of the Secretary of State unless its certification is revoked. Unless revoked, this certification will last for a period of two years and will automatically expire as of November 5, 2015, unless by that date, the certification of the company is renewed again or the company is recertified.

To renew the company's certification at that time, you will need to submit the following information to SDO no later than 30 business days prior to November 5, 2015.

- 1) All company financial statements since the date of the company's then most recent SDO certification;
- 2) A signed copy of all U.S. Tax Returns and Schedules since the date of the company's then most recent SDO renewal;
- 3) Corporations must submit all Annual Reports/Letters of Good Standing filed with the Secretary of (YOUR) State since the date of the company's then most recent renewal; and

PLEASE NOTE THAT THE FOLLOWING ITEMS 4-6 CAN BE COMBINED ON ONE NOTARIZED STATEMENT

- 4) A notarized statement that indicates:

"I certify under the pains and penalties of perjury that no significant changes affecting eligibility as a certified Minority/Minority-Woman/Woman business enterprise have occurred since the

date of the company's then most recent date of SDO certification as defined in State regulations 425 CMR 2.00 The Massachusetts Supplier Diversity Office."

- 5) A notarized statement that indicates either "A or B" as referenced below.
- A. "I certify under the pains and penalties of perjury that (Insert your Company Name) has not received any contract(s) as a result of having been SDO certified."
- B. "I certify under the pains and penalties of perjury that: (Insert your Company Name) has received a contract(s) as a result of having been SDO certified." List all contract names, contract amounts and the names of the agencies with which you have contracted from the date of your last SDO renewal."
- 6) A notarized statement that indicates:
- "I certify under the pains and penalties of perjury that (Insert your Company Name) has (number) of employees for each year end given; include owner(s)."

Furthermore, you have a continuing duty to notify SDO of a change in any information that is relevant to the firm's certification eligibility and to ensure that the information and documentation relied upon by SDO to certify or to maintain the certification of the business enterprise is accurate, complete and not misleading. You are required to notify SDO in writing of any change of such information or documentation within thirty calendar days. By way of example and not limitation, any change in ownership, control, investment, ongoing or independence may be considered material. Failure to abide by the continuing duty requirements shall constitute grounds for the business entity's decertification.

Additionally, every six years, certified companies that wish to remain certified must undergo a substantive review of their certification status with a SDO certification specialist who will re-evaluate the company to determine whether it continues to meet the applicable certification criteria. If you wish to recertify your company when it becomes due for substantive review, you will need to submit the applicable recertification application and all required information and documentation to SDO no later than forty-five (45) business days prior to the date of certification expiration (i.e., the recertification date). At that time, a certification specialist will be assigned to evaluate your company and will make a report and recommendation to the Certification Committee (CC) on whether or not the company continues to meet the applicable certification criteria.

As provided above in 425 CMR 2.00, if your company has a change of address or telephone number, please send a signed letter within thirty days of the change on company letterhead to notify SDO of the new address or telephone number.

During the period of your certification, if you have any further questions regarding your certification renewal, please direct them to Ms. Nedra D. White, Director of Certification, at (617) 502-8852.

Very truly yours,


Reginald A. Nunnally
Executive Director

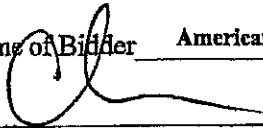
DEBARMENT DISCLOSURE FORM

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

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

Date 10/7/15

Name of Bidder American Environmental, Inc.

By:  Signature

Charles Hughes, Senior Project Estimator

Print Name & Title of Person Signing

18 Canal Street

Address

Holyoke, MA 01040

City, State, ZIP

THIS FORM MUST BE SIGNED & RETURNED WITH YOUR BID OFFER.

DCAM OSHA Safety Statement

Chapter 306 of the Acts of 2004, An Act Relative to the Health and Safety of Public Construction Projects, amends Section 39M of Chapter 30 of the Massachusetts General Laws. In summary fashion, the Act states that the lowest responsible and eligible bidder [who is awarded the c.30 or c.149 contract] shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Please sign below to acknowledge the requirement of *Chapter 306 of Acts of 2004*.

American Environmental, Inc.

(Please print business name of bidder)

Signed by: _____

(Please sign and date)

10/7/15



The Commonwealth of Massachusetts
 Executive Office for Administration and Finance
 Division of Capital Asset Management and Maintenance

CHARLES D. BAKER
 GOVERNOR

KARYN E. POLITO
 LIEUTENANT GOVERNOR

One Ashburton Place
 Boston, Massachusetts 02108
 Tel: (617) 727-4050
 Fax: (617) 727-5363

KRISTEN LEPORE
 SECRETARY, ADMINISTRATION &
 FINANCE

CAROL W. GLADSTONE
 COMMISSIONER

Prime/General
 Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 2722

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

1. CERTIFICATION PERIOD: This Certificate is valid from 9/18/2015 to 9/17/2016
2. CONTRACTOR'S NAME: American Environmental, Inc.
3. CONTRACTOR'S ADDRESS: 18 Canal Street, Holyoke, MA 01040
4. WORK CATEGORIES: This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Alarm Systems | <input type="checkbox"/> Elevators | <input type="checkbox"/> Historical Masonry | <input type="checkbox"/> Painting |
| <input checked="" type="checkbox"/> Asbestos Removal | <input type="checkbox"/> Energy Management Systems | <input type="checkbox"/> Historical Painting | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Deleading | <input type="checkbox"/> Exterior Siding | <input type="checkbox"/> Historical Roofing | <input type="checkbox"/> Pumping Stations |
| <input checked="" type="checkbox"/> Demolition | <input type="checkbox"/> Fire Protection Sprinkler Systems | <input type="checkbox"/> HVAC | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Doors & Windows | <input type="checkbox"/> Floor Covering | <input type="checkbox"/> Masonry | <input type="checkbox"/> Sewage & Water Treatment Plants |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> General Building Construction | <input type="checkbox"/> Mechanical Systems | <input type="checkbox"/> Telecommunication Systems |
| <input type="checkbox"/> Electronic Security Systems | <input type="checkbox"/> Historical Building Restoration | <input type="checkbox"/> Modular Construction/Prefab | <input type="checkbox"/> Waterproofing |


5. EVALUATIONS:

Number of Projects Evaluated:	8
Average Project Evaluation Rating:	94
Number of Projects Below Passing Score:	0

6. PROJECT LIMITS:

Single Project Limit (SPL):	\$5,000,000.00
Aggregate Work Limit (AWL):	\$8,000,000.00
General Building Construction Limit:	N/A

7. SUPPLIER DIVERSITY OFFICE CERTIFICATION: Minority Owned Business Enterprise


 Frya S. Bernstein, Deputy General Counsel,
 for Carol W. Gladstone, Commissioner

9/18/15
 Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials kt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McClure Insurance Agency, Inc. 103 Van Deene Ave. West Springfield, MA 01089	CONTACT NAME:	
	PHONE (A/C, No, Ext): (413) 781-8711	FAX (A/C, No): (413) 731-8548
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED American Environmental Inc. 18 Canal St. Holyoke, MA 01040	INSURER A :	United Specialty Insurance Co.
	INSURER B :	Commerce Insurance
	INSURER C :	Century Insurance Company
	INSURER D :	State National Insurance Co.
	INSURER E :	Aspen Specialty Insurance Co.
	INSURER F :	Colony Insurance Company

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liab. \$2MM <input checked="" type="checkbox"/> Pollution Liab. \$2MM GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		USA4081305	03/29/2015	03/29/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BGGQGH	04/18/2015	04/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USA4081306	03/29/2015	03/29/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	NFA082409301	03/29/2015	03/29/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Commercial Umbrella		EXAF9AD15	03/03/2015	03/29/2016	UMBRELLA 10,000,000
F	Commercial Umbrella		EXO303153	03/03/2015	03/29/2016	UMBRELLA 8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Demolition/Deconstruction of Various Properties - 523 Union St., Springfield MA
 City of Springfield is an additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Springfield
 Office of Disaster Recovery & Compliance
 36 Court St.
 Springfield, MA 01103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William H. M. ...

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 16006752-00 FY 2016

Acct No:
 26401811-529200-64014
 Review:
 Buyer: lpl
 Status: Released

Page 1

Vendor
 AMERICAN ENVIRONMENT INC
 18 CANAL ST
 HOLYOKE, MA 01040
 Tel#413-322-7190
 Fax 9-1-413-322-7195

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA
 MLYNCH@SPRINGFIELDCITYHALL.COM

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/15	002782				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
CONTRACT#20160397				
001	CDBG-DR DEMOLITION OF 523 UNION ST.	1.00	48725.00000	48725.00
		EACH		
1	26401811-529200-64014		13470.51	
2	35681800-580800		35254.49	

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA

Requisition Link

Requisition Total 48725.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
26401811-529200-64014	13470.51	.00
DISASTER RECOVERY-DEMOLITION		
35681800-580800	35254.49	1196805.05
DEMO-CD		
DEMOLITION SERVICES		
INFRASTRUCTURE		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	11/13/15	Cathy Buono	
Pending		Melanie Acobe	
Pending		Christopher Fraser	