



City of Springfield
Office of Procurement
36 Court Street – Room 307
Springfield, MA 01103

May 6, 2014

Palmer Paving Corporation
25 Blanchard Street
Palmer, MA 01069

**2014 CDBG-DR ROADWAY AND SIDEWALK IMPROVEMENT PROGRAM
DEPARTMENT OF PUBLIC WORKS**

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

This enclosed copy is for your records only.

Sincerely,
Maria Gomes
Office of Procurement

Att:1

Contract No. 20141008

CONTRACT AGREEMENT

This Agreement, made this 8TH day of APRIL in the year 2014 at Springfield, in the County of Hampden and Commonwealth of Massachusetts, by and between **Palmer Paving Corporation, a Corporation, with a principal place of business at 25 Blanchard Street, Palmer, Hampden County, Massachusetts, 01069 (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 – Department of Public Works - 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: 2014 CDBG-DR Roadway and Sidewalk Improvement Program**, in accordance with the Specifications titled **2014 CDBG-DR Roadway and Sidewalk Improvement Program** dated **February, 2014** as prepared by **Christopher M. Cignoli, P.E. – City Engineer - Department of Public Works, 70 Tapley Street, Springfield, MA, 01104** acting as and in these Contract Documents hereinafter called the Engineers . The said Specifications are hereby referred to and made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided for in said Specifications. Reference is made to all Addenda and modifications issued to execution of this Contract; the said Addenda and modifications are made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided or in said Addenda or modifications. All of the work and labor performed under this Contract shall be performed and all of the materials furnished shall be in strict conformity with the said Drawings, Specifications, Addenda, or modifications and the Contractor accepts and consents to the conditions contained in said Drawings, Specifications, Addenda, or modifications and expressly agrees to comply with every requirement and stipulation therein contained.

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

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

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

ARTICLE II

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

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

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

ARTICLE III

No alteration shall be made in the work shown or described by the drawings and specifications except upon a written order of the Engineers accompanied by written approval of Department of Capital Asset Construction, 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 Department of Capital Asset Construction 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:

(THE WORK SHALL COMMENCE ON APRIL 14, 2014 (OR WHENEVER CONTRACT IS FULLY EXECUTED) AND BE COMPLETED WITHIN 210 CONSECUTIVE CALENDAR DAYS (30 WEEKS) EXCLUSIVE OF WINTER SHUTDOWN, AND/OR ASPHALT PLANT SHUTDOWN.)

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 Thousand and Five Hundred Dollars and 00/100 (\$2,500.00) for each and every calendar day the Contract extends beyond the stipulated time, as liquidated damages, is hereby agreed to. The Owner may, at its discretion and in writing, extend the time for completion of the work.

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

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

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

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

**BASE BID - TWO MILLION AND TWO HUNDRED AND EIGHTY THREE THOUSAND AND
NINE HUNDRED AND SEVENTEEN DOLLARS AND 00/100 (\$2,283,917.00)**

**ALTERNATE BID NO. 1 - THREE HUNDRED AND TWENTY NINE THOUSAND AND SEVEN
HUNDRED AND FORTY DOLLARS AND 00/100 (\$329,740.00)**

**(PALMER PAVING WILL BILL THE SPRINGFIELD WATER & SEWER COMMISION
DIRECTLY FOR THE (1) ONE ALTERNATE.)**

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 estimated submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made as provided herein; provided, that the Awarding Authority may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and in that event the date of receipt of such periodic estimate shall be the date of 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 390, C. 30 M.G.L.)

- A. The Awarding Authority may order the General Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay or interruption for fifteen (15) days or more due to a failure of the Awarding Authority to act within the time specified in this contract the Awarding Authority shall make an adjustment in this contract price for any increase in the cost of performance of this contract but shall not include any profit to General Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
- B. The General Contractor must submit the amount of a claim under provisions (A) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event not later than the date of final payment under this contract and except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

ARTICLE XIX

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

ARTICLE XX

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

ARTICLE XXI

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

ARTICLE XXII

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

ARTICLE XXIII

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

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

ARTICLE XXIV

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

ARTICLE XXV

The rate per hour of wages to said mechanics and apprentices, teamsters, chauffeurs and laborers employed in the construction addition to or alteration of said work shall not be less than the rate or rates of wages to be determined by the Commissioner of Labor and industries as hereinafter

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

ARTICLE XXVI

A schedule of rates or rates of wages obtained from the Commissioner of Labor and Industries pursuant to a list submitted to the Commission of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed in connection with said work, is attached hereto and made a part hereof; and it is agreed that said schedule shall be the minimum rate or rates of wages for said employees during the life of the contract. The Contractor shall cause a legible copy of said schedule to be kept posted in a conspicuous place at the site of said works during the life of the contract. This article is intended to be in compliance with Chapter 149, Section 27, of the General Laws and any acts in amendment thereof 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 that 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 or 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 or the contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen (15) days prior to the intended Notice of Cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested shall be sufficient notice. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of the contractor.

ARTICLE XXXIV

The Contractor shall within five (5) days of Notice of Award furnish the City with a Performance Bond in an amount equal to fifty 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 fifty 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 or 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.

ARTICLE XLV

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "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 by 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 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, by its Department of Public Works, 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: *Paul Hugel*
PALMER PAVING CORPORATION

CITY OF SPRINGFIELD

BY: *James Stabelo*
OFFICE OF PROCUREMENT

W 2640 1837-580800-124014 \$2,283,917.00
APPROVED AS TO APPROPRIATION
PURSUANT TO M.G.L. c. 44, s31C

BY: *James D. P...* *5/5/14*
COMPTROLLER

APPROVED:

BY: *Allan...*
DEPARTMENT OF PUBLIC WORKS

APPROVED AS TO FORM

BY: *[Signature]*
LAW DEPARTMENT

REVIEW AND APPROVED:

[Signature]
MAYOR

This *6th* day of *May*, 2014

PERFORMANCE/PAYMENT BOND

BID NO. 14-186 C # 20141008 OOP'14 V 69926

KNOW ALL MEN BY THESE PRESENTS THAT **PALMER PAVING CORPORATION, 25 BLANCHARD STREET, PALMER, HAMPDEN COUNTY, MASSACHUSETTS, 01069.** Hereinafter called the **PRINCIPAL**, as Principal and **WESTERN SURETY COMPANY** a corporation duly established by law and having a usual place of business in **HARTFORD** 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:

TWO MILLION AND TWO HUNDRED AND EIGHTY THREE THOUSAND AND NINE HUNDRED AND SEVENTEEN DOLLARS AND 00/100 (\$2,283,917.00)

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 _____ that, **WHEREAS** the said Principal has entered into a written contract with the said City of Springfield April 8, 2014.

**2014 CDBG-DR ROADWAY AND SIDEWALK IMPROVEMENT PROGRAM
DEPARTMENT OF PUBLIC WORKS**

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 Fred Hugli its Contract Admin 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 9TH day of APRIL 2014

PRINCIPAL: PALMER PAVING CORPORATION

SURETY: WESTERN SURETY COMPANY

BY: Fred Hugli
ITS: Fred Hugli, Contract Admin

BY: Jessica L. Piccirillo
ITS: JESSICA L. PICCIRILLO, ATTORNEY-IN-FACT

CORPORATE SEAL

CORPORATE SEAL

(Affix)
(Seal)
(Here)

(Affix)
(Seal)
(Here)

Approved as to Form:

Approved By:

Assoc
ASSOCIATE CITY SOLICITOR

Domenic J. Sarno
DOMENIC J. SARNO, MAYOR

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Russell Canterbury, Joann Dombrowski, Woodrow M Baird, S E Susanin, Marion R Vail, Jessica L Piccirillo, Individually

of Farmington, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of October, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

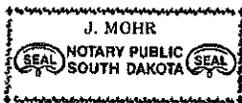
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9TH day of APRIL, 2014.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

LABOR & MATERIALS BOND
BID NO. 14-186 OOP'14 C# 20141008 V 69926

Know all men by these present, that **PALMER PAVING CORPORATION, 25 BLANCHARD STREET, PALMER, HAMPDEN COUNTY, MASSACHUSETTS 01069**, hereinafter called **PRINCIPAL**, as principal and **WESTERN SURETY COMPANY** a corporation duly established by law and having a usual place of business in **HARTFORD** 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

TWO MILLION AND TWO HUNDRED AND EIGHTY THREE THOUSAND AND NINE HUNDRED AND SEVENTEEN DOLLARS AND 00/100 (\$2,283,917.00)

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 **April 8, 2014**.

2014 CDBG-DR ROADWAY AND SIDEWALK IMPROVEMENT PROGRAM
DEPARTMENT OF PUBLIC WORKS

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 9TH day of APRIL 2014

PRINCIPAL: PALMER PAVING CORPORATION

BY: Fred Hugli
ITS: Fred Hugli, Contract Admin

CORPORATE SEAL

(Affix)
(Seal)
(Here)

Approved as to Form:
[Signature]
ASSOCIATE CITY SOLICITOR
[Signature]

SURETY: WESTERN SURETY COMPANY

BY: Jessica L. Piccirillo
ITS: JESSICA L. PICCIRILLO, ATTORNEY-IN-FACT

CORPORATE SEAL

(Affix)
(Seal)
(Here)

Approved By:
[Signature]
DOMENIC J. SARNO, MAYOR

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Russell Canterbury, Joann Dombrowski, Woodrow M Baird, S E Susanin, Marion R Vail, Jessica L Piccirillo, Individually

of Farmington, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of October, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

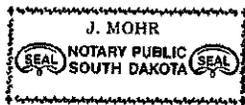
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } SS

On this 24th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9TH day of APRIL 2014



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

20141008

V69926

100% 100%

BID NO. SPG-14-186

2014 CDBG-DR ROADWAY AND SIDEWALK IMPROVEMENT PROGRAM

PROJECT MANUAL

**OFFICE OF PROCUREMENT AND
DEPARTMENT OF PUBLIC WORKS
SPRINGFIELD, MA**

LAUREN STABILO – CHIEF PROCUREMENT OFFICER

ALLAN R. CHWALEK – DIRECTOR DEPARTMENT OF PUBLIC WORKS

INCOMPLIANCE WITH THE ABOVE AND SUBJECT TO ALL OF THE CONDITIONS THEREOF, THE UNDERSIGNED AGREES TO FURNISH ANY OR ALL OF THE ITEMS AT THE PRICES AND TERMS QUOTED ON THIS BID, AND WITHIN THE TIME STATED.

THIS FORM MUST BE COMPLETED AND
SIGNED AT THE TIME OF BID OPENING

PHONE: 413-283-8354 EXT. NO.: 1120

COMPANY NAME: Palmer Paving Corporation
ADDRESS: 25 Blanchard Street
CITY: Palmer STATE: Ma
BY: Fred Hugli
SIGNATURE: 
TITLE: Contract Administrator DATE: 3/26/14

✓

BID NO. SPG-14-186
UNIT PRICE BID PROPOSAL FOR
2014 CDBG-DR ROADWAY AND SIDEWALK IMPROVEMENT PROGRAM
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
36 Court Street, Room 405
Springfield, MA 01103

The City of Springfield, acting through its Chief Procurement Officer, hereinafter called the awarding authority, for the furnishing of all labor and materials required for the Contract, and in accordance with the specifications prepared by the Department of Public Works.

This Unit Price Bid Proposal consists of the following:

- Milling and Paving of approximately 78,156 square yards of Arterial Streets and associated concrete sidewalk improvements
- Paving of approximately 17,786 square yards of Residential Streets and associated concrete sidewalk improvements
- Sidewalk Reconstruction and Roadway Paving in CDBG eligible areas throughout the City.
- Alternate Bids for Springfield Water and Sewer Commission (SWSC) items for three Base Bids. If the Alternate Bid is accepted by the SWSC, the SWSC will pay the contractor directly for those pay items.

The requirement for separating the base bids and the alternate bid is due to the funding sources involved.

Please note: The City will be paying an Asphalt adjustment under the guidelines established by the Massachusetts Department of Transportation. Contractor must submit asphalt adjustment pricing on a monthly basis and attach necessary backup information provided by the Massachusetts Department of Transportation. Invoices for asphalt adjustment not submitted on a monthly basis will not be reviewed and paid.

Items No 999.006 and 999.007 have been added to Base Bid No. 1. Contractor shall not provide pricing for these items. These items will be used as a deduct for inspection services requested by the contractor outside of the normal work schedule for service provided on any of the base bid projects. For additional information please see the Scope of Work – Section 5.0 – City’s Engineering Cost.

The undersigned, as bidder, declares that the only persons, or parties, interested in this proposal as principals are those named herein; and he proposes and agrees, if this proposal is accepted, that he will contract with the City in the form of the labor, equipment, machinery, tools, apparatus, and by other means of construction, and to do all of the work and furnish all of the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Department of Public Works as therein set forth, and that he will take in full payment, the following unit prices, to wit:

Base Bid No. 1

Milling and Paving of Arterial Streets and for the Paving of
Residential Streets

BASE BID NO. 1
Milling and Paving of Arterial Streets / Paving of Residential Streets / Construction of Sidewalks

ITEM NO.	QUAN.	UNIT OF WORK	ITEM DESCRIPTION	CONTRACTOR UNIT COST	CONTRACTOR TOTAL ITEM COST
101.000	0.3	AC	CLEARING AND GRUBBING	\$ 15,000.00	\$4,500.00
105.000	11	EA	STUMP REMOVED	\$ 375.00	\$4,125.00
120.100	2600	CY	UNCLASSIFIED EXCAVATION	\$ 15.00	\$ 39,000.00
129.000	79921	SY	MILLING	\$ 1.95	\$155,845.95
151.000	1900	CY	GRAVEL BORROW	\$25.00	\$47,500.00
151.250	40	CY	CONTROLLED DENSITY FILL	\$ 125.00	\$5,000.00
156.000	10	TON	3/4" DRAINAGE STONE	\$40.00	\$400.00
170.000	7600	SY	FINE GRADING AND COMPACTION SUBGRADE AREA	\$ 2.50	\$ 19,000.00
204.000	11	EA	GUTTER INLET	\$ 1,600.00	\$17,600.00
220.000	148	EA	DRAINAGE STRUCTURE ADJUSTED	\$ 250.00	\$ 37,000.00
220.200	17	VF	DRAINAGE STRUCTURE REBUILT	\$ 250.00	\$ 4,250.00
221.024	14	EA	FRAME AND COVER 24" DRAINAGE	\$ 500.00	\$ 7,000.00
222.000	77	EA	FRAME AND GRATE	\$ 500.00	\$ 38,500.00
222.100	4	EA	FRAME AND GRATE MHD CASCADE TYPE	\$ 750.00	\$ 3,000.00
223.000	95	EA	DRAINAGE STRUCTURE FRAME AND COVER REMOVED AND STACKED	\$ 40.00	\$ 3,800.00
226.000	20	EA	DRAINAGE STRUCTURE CLEANING	\$ 200.00	\$ 4,000.00
252.080	10	LF	8" PVC SDR 35	\$ 60.00	\$ 600.00
252.100	100	LF	10" PVC SDR 35	\$ 60.00	\$6,000.00
252.120	100	LF	12" PVC SDR 35	\$ 60.00	\$6,000.00
460.003	2200	TON	BITUMINOUS CONCRETE TOP (TYPE I)	\$ 81.00	\$ 178,200.00
460.005	9880	TON	BITUMINOUS CONCRETE ARTERIAL TOP	\$ 69.00	\$ 681,720.00
				Page Subtotal	\$ 1,263,040.95

				Previous Page Subtotal	\$1,263,040.95
464.000	4730	GAL	TACK COAT	\$7.15	\$33,819.50
472.100	515	TON	BITUMINOUS CONCRETE (VARIOUS)	\$130.00	\$66,950.00
506.000	620	LF	GRANITE CURB TYPE VB	\$35.00	\$21,700.00
514.000	5	EA	GRANITE CURB INLET, STRAIGHT	\$300.00	\$1,500.00
516.000	43	EA	GRANITE CURB CORNER, TYPE A	\$250.00	\$10,750.00
570.200	200	LF	BIT CON CURB TYPE 2	\$5.19	\$1,038.00
580.000	4950	LF	GRANITE CURB REMOVED AND RESET	\$18.00	\$89,100.00
582.000	57	EA	CURB CORNER REMOVED AND RESET	\$50.00	\$2,850.00
590.000	1215	LF	GRANITE CURB REMOVED AND STACKED	\$4.00	\$4,860.00
592.000	26	EA	CURB CORNER REMOVED AND STACKED	\$5.00	\$130.00
595.000	5	EA	CURB INLET REMOVED AND DISCARDED	\$10.00	\$50.00
701.000	4400	SY	CONCRETE SIDEWALK	\$45.00	\$198,000.00
701.160	1800	SY	6" CONCRETE SIDEWALK (DRIVES)	\$55.00	\$99,000.00
701.200	800	SY	CONCRETE WHEELCHAIR RAMP	\$90.00	\$72,000.00
702.000	10	TON	BIT. CONC. WALK	\$210.00	\$2,100.00
703.000	300	TON	BITUMINOUS CONCRETE (DRIVES)	\$150.00	\$45,000.00
706.000	147	SY	BRICK WALK	\$200.00	\$29,400.00
706.100	180	SY	BRICK WALK R&R	\$175.00	\$31,500.00
751.000	450	CY	LOAM BORROW	\$42.00	\$18,900.00
765.000	4000	SY	SEEDING	\$0.63	\$2,520.00
811.300	2	EA	TRAFFIC PULL BOX 12" X 12"	\$1,000.00	\$2,000.00
811.350	1	EA	TRAFFIC PULL BOX ADJUSTED	\$500.00	\$500.00
813.530	40	LF	LOOP DETECTOR LEAD-IN	\$4.00	\$160.00
819.831	1620	LF	WIRE LOOP DETECTORS	\$13.50	\$21,870.00
Page Subtotal (Include Previous pages)					\$2,018,738.45

			Previous Page Subtotal (Include Previous Pages)	\$2,018,738.45	
832.100	671.1	SF	WARNING - REGULATORY AND ROUTE MARKER - ALUM.	\$ 10.00	\$ 6,711.00
847.100	35	EA	SIGN UP (N/GUIDE) = RTE MKR W/1 BRKWAY POST ASSEMBLY STEEL	\$ 95.00	\$ 3,325.00
850.000	1	LS	SAFETY CONTROLS FOR CONSTRUCTION(NOT TO EXCEED 7.5% OF TOTAL BID PRICE FOR BASE BID NO. 1)	\$ 135,000.00	\$ 135,000.00
854.014	900	LF	TEMPORARY PAVEMENT MARKINGS	\$ 0.50	\$ 450.00
864.040	417	SF	PAV. ARROWS AND LEG. REFL. WHITE (THERMOPLASTIC)	\$ 4.75	\$ 1,980.75
866.040	18060	LF	4" REFLECTORIZED WHITE LINE (THERMOPLASTIC)	\$ 0.43	\$ 7,765.80
866.120	4815	LF	12" REFLECTORIZED WHITE LINE (THERMOPLASTIC)	\$ 1.60	\$ 7,704.00
867.040	23400	LF	4" REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	\$ 0.43	\$ 10,062.00
874.100	10	EA	STREET NAME SIGN REMOVED AND RESET	\$ 110.00	\$ 1,100.00
874.200	11	EA	TRAFFIC SIGN REMOVED AND RESET	\$ 25.00	\$ 275.00
910.200	2600	SY	WIRE WELD FABRIC	\$ 2.50	\$ 6,500.00
999.001	1	LS	CONSTRUCTION STAKING	\$ 65,000.00	\$ 65,000.00
999.004	9900	LF	SAW CUT (BITUMINOUS CONCRETE, CONCRETE)	\$ 1.95	\$ 19,305.00
999.006	TBD	HOUR	CITY ENGINEERING INSPECTION COSTS	\$ (70.00)	\$ 0.00
999.007	TBD	DAY	CITY ENGINEERING INSPECTION COSTS	\$ (560.00)	\$ 0.00
			Bid Total	\$2,283,917.00	

Alternate Bid No. 1

Springfield Water and Sewer Commission items as Part of
Roadway Improvement for Residential and Arterial Streets

ALTERNATE BID NO. 1

Springfield Water and Sewer Commission items as Part of Roadway Improvement for
Residential and Arterial Streets

ITEM NO.	QUAN.	UNIT OF WORK	ITEM DESCRIPTION	CONTRACTOR UNIT COST	CONTRACTOR TOTAL ITEM COST
220.700	53	EA	SANITARY STRUCTURE ADJUSTED	\$ 300.00	\$ 15,900.00
221.024	77	EA	FRAME AND COVER 24" SANITARY	\$ 380.00	\$ 29,260.00
221.036	1	EA	FRAME AND COVER 32"	\$ 500.00	\$ 500.00
223.100	78	EA	SANITARY STRUCTURE REMOVED AND STACKED	\$ 100.00	\$ 7,800.00
354.000	1	EA	GATE BOX REMOVED AND RESET	\$ 300.00	\$ 300.00
354.001	31	EA	GATE BOX RISER INSTALLED	\$ 100.00	\$ 3,100.00
355.000	125	EA	GATE BOX REMOVED AND STACKED	\$ 20.00	\$ 2,500.00
357.000	125	EA	NEW GATE BOX INSTALLED	\$ 600.00	\$ 75,000.00
357.500	11	EA	NEW GATE BOX TOP INSTALLED	\$ 300.00	\$ 3,300.00
357.510	11	EA	GATE BOX TOP REMOVED AND STACKED	\$ 50.00	\$ 550.00
358.000	16	EA	GATE BOX ADJUSTED	\$ 150.00	\$ 2,400.00
381.000	311	EA	NEW SERVICE BOX INSTALLED	\$ 400.00	\$ 124,400.00
381.100	25	EA	SERVICE BOX REMOVED AND RESET	\$ 320.00	\$ 8,000.00
				Page Subtotal	\$ 273,010.00

			Previous Page Subtotal	\$ 273,010.00	
381.101	180	EA	SERVICE BOX RISER INSTALLED	\$ 75.00	\$ 13,500.00
381.200	257	EA	SERVICE BOX REMOVED AND STACKED	\$ 5.00	\$ 1,285.00
381.300	39	EA	SERVICE BOX ADJUSTED	\$ 150.00	\$ 5,850.00
381.500	50	EA	NEW SERVICE BOX TOP INSTALLED	\$ 240.00	\$ 12,000.00
381.510	19	EA	SERVICE BOX TOP REMOVED AND STACKED	\$ 5.00	\$ 95.00
850.100	1	EA	SAFETY CONTROLS FOR CONSTRUCTION(NOT TO EXCEED 7.5% OF TOTAL BID PRICE FOR ALT BID NO. 1)	\$ 24,000.00	\$ 24,000.00
			Bid Total	\$ 329,740.00	

BID NO. SPG-14-186
UNIT PRICE BID PROPOSAL FOR
2014 PAVEMENT IMPROVEMENTS – ARTERIAL AND RESIDENTIAL STREETS
CITY OF SPRINGFIELD, MASSACHUSETTS

The Contractor hereby acknowledges receipt of Addenda numbers 1 & 2. (Write in numbers of addenda received, if none, write "None")

If this proposal shall be accepted and the undersigned shall fail to contract or commence work as aforesaid and to give a bond in the sum to be determined in the aforesaid with surety satisfactory to the City, within five (5) days, Saturdays, Sundays and legal holidays excluded, from the date of the given, that the contract is read for signature, the City may, at its option, determine that the bidder has abandoned the Proposal or Contract Agreement, and thereupon the bid security submitted covering this proposal shall become the property of the City of Springfield, otherwise, the said bid security shall be returned to the undersigned.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed on the work.

The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the MBE / WBE program attached hereto, including compliance with the minority contractor compliance specified in the said appendix. The Contractor receiving the award of the contract shall be required to obtain from each of its sub-contractors and submit to the contracting or administering agency prior to the performance of any work under said contract, a certification by said contractor, regardless of tier, that it will comply with minority manpower ratio and specific affirmative action steps contained in the contract.

BID NO. SPG-14-186
UNIT PRICE BID PROPOSAL FOR
PAVEMENT IMPROVEMENTS – ARTERIAL AND RESIDENTIAL STREETS
CITY OF SPRINGFIELD, MASSACHUSETTS

If the bidder is an individual, or individuals, doing business as a firm, give the full name and address of each individual.

NAME	ADDRESS
Palmer Paving Corporation	25 Blanchard Street Palmer, Ma

If the bidder is a corporation, give the State in which incorporated:

If bid is submitted by joint ventures, this should be stated here:

And if any of the joint venturers is a corporation, a copy of the vote of the corporation authorizing the joint venture should be attached hereto.

The names and addresses of all persons interested in this proposal as principals other than previously indicated are:

The proposed surety on the bond to be given is:

Name: Western Surety company

Home Office Address: 55 Capitol Blvd Rocky Hill, CT 06067

Massachusetts Address (if different): 1250 Quincy, Ma 02269

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PURJURY 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.

DATE: 3/26/14

Full name and address of individual or concern submitting this bid:

NAME: Palmer Paving Corporation

ADDRESS: 25 Blanchard Street Palmer, Ma 01069

SIGNED BY: Fred Hugli - Fred Hugli

TITLE: Contract Administrator

THE BIDDER IS A/AN Corporation

Individual, Partnership, Corporation, Joint Venture, Trust

Notice: Bid should be signed in ink by the person authorized on the Corporate Certificate, and the person's title should be given as "Owner", in the case of a general partnership, "President", "Treasurer", or other authorized officer in the case of a corporation.

Addendum No. 1

2014 CDBG-DR Roadway and Sidewalk Improvement Project

BP - 10

COPROPRATE CERTIFICATE

I, Jon E. Callahan a resident of Westhampton in the state of Massachusetts DO HEREBY CERTIFY: that I am the Clerk / Secretary of Palmer Paving Corporation a corporation duly organized and existing under and by virtue of the laws of the State of Massachusetts and that I have custody of the records of such Corporation: and that as of the date herein below recited.

Fred Hugli is the Contract Administrator
*(Officer) *(Title)

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

2014 Roadway & Sidewalk Improvements Bid # SPG-14-186

IN WITNESS WHEREOF, I have set my hand and affixed the Corporate Seal of such Corporation the 26 day of March, 20 14.

(Affix)
(Seal)
(Here)

** Jon E. Callahan
Clerk / Secretary

*THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BYLAWS TO SIGN CONTRACTS

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

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Palmer Paving Corporation

25 Blanchard Street, Palmer, MA 01069

as Principal, hereinafter called the Principal, and Western Surety Company

333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of _____ SD

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Springfield

36 Court Street, Room 307, Springfield, MA 01103

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

_____ Dollars (\$ _____ 5% _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid #SPG-14-186, 2014 CDBG-DR Roadway and Sidewalk
Improvement Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

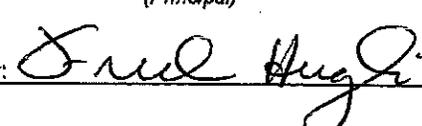
Signed and sealed this 20th day of March, 2014


(Witness)

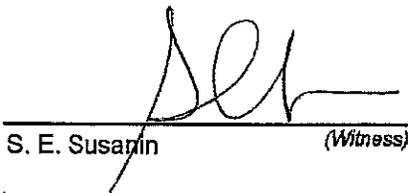
Palmer Paving Corporation

(Principal)

(Seal)

By: 

(Title)


S. E. Susarín (Witness)

Western Surety Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Jessica L. Piccirillo

(Title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Russell Canterbury, Joann Dombrowski, Woodrow M Baird, S E Susanin, Marion R Vail, Jessica L Piccirillo, Individually

of Farmington, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of October, 2012.

WESTERN SURETY COMPANY



Paul T. Bruflat

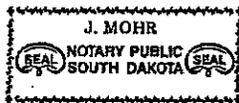
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of March, 2014.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

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 3/26/14

Name of Bidder Palmer Paving Corporation

By: Fred Hugli Signature

Fred Hugli Contract Administrator

Print Name & Title of Person Signing

25 Blanchard Street

Address

Palmer, Ma 01069

City, State, ZIP

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



PALMER PAVING CORPORATION

Manufacturers • Contractors • Recyclers of Hot Mix Asphalt Products, Since 1955

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for Palmer Paving Corporation's aggregated work force in each trade on all construction work in the covered area are as follows:

Goals for minority
participation for
each trade.

15.3%

Goals for female
participation in
each trade.

6.9%

These goals are applicable to all Palmer Paving Corporation's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If Palmer Paving Corporation performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, Palmer Paving Corporation also is subject to the goals for both its federally and nonfederally involved construction.

Palmer Paving Corporation's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training will be substantially uniform throughout the length of the contract, and in each trade, and Palmer Paving Corporation will make a good faith effort to employ minorities and women evenly on each of its projects.

The transfer of minority or female employees or trainees from one company to another or from project to project for the sole purpose of meeting Palmer Paving Corporation's goals shall be a violation of the contract, the Executive Order and the regulation in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

Manufacturers Contractors* Recyclers of Hot Mix Asphalt Products, Since 1955*

Asphalt Plant, Sand and Gravel: 25 Blanchard St., Palmer, Ma 01069 1000 Page Blvd., Springfield, Ma 01104*
Asphalt Plant, Sand and Gravel, & Administrative Offices: 25 Blanchard St., P.O. Box 47, Palmer, MA 01069 • (413) 283-8354 • Fax (413) 289-1939
23 Arthur St., Easthampton, Ma 01027* 43 Old Coldbrook Road, Barre, Ma 01005*

43 Old Coldbrook Rd. • Barre, MA 01005 • (978) 355-9878

Toll Free: 800-244-8354 • Web Location: www.palmerpaving.com

Palmer Paving Corporation shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notifications shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimate starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" where the contract is to be performed is as follows:

LOCATION: Bin # SPG-14-186 / Roadway & Sidewalk Improvements
CITY: Springfield
STATE: Ma
COUNTY: Hampden



PALMER PAVING CORPORATION

25 Blanchard Street, P. O. Box 47, Palmer, MA 01069
413.283.8354 (phone) 413.289.1939 (fax)

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Whenever Palmer Paving Corporation, or any Sub-contractor at any tier, subcontracts a portion of the work involving any construction trade, it will physically include in each subcontract as appropriate in excess of \$10,000 the provision of these specifications and the "Notice of Requirement For Affirmative Action" which contains the applicable goals for minority and female participation.

Palmer Paving Corporation will implement the specific affirmative action standards provided in paragraph 7a through p of 41 CFR Ch. 60, Part 60-4, §60-4.3 and as described in its Affirmative Action Policy Statement. The goals set forth in the solicitation from which a contract resulted (and as described in the "Notice Of Requirement For Affirmative Action") are expressed as percentages of the total hours of employment and training of minority and female utilization Palmer Paving Corporation should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If Palmer Paving Corporation is performing construction work in geographical areas where it does not have a Federal or federally assisted construction contract, it shall nonetheless apply the minority and female goals established for the geographical area where the work is being performed. Palmer Paving Corporation understands that it is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Palmer Paving Corporation will also document and maintain a record of all solicitations or offers for subcontracts from minority and/or female construction contractors and suppliers as appropriate.

Neither the provision of any collective bargaining agreement, nor the failure by a union with whom Palmer Paving Corporation has a collective bargaining agreement, to refer either minorities or women shall excuse Palmer Paving Corporation's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by Palmer Paving Corporation during the training period, and Palmer Paving Corporation must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

Company Name: Palmer Paving Corporation
Address: 25 Blanchard Street, Palmer, MA 01069
Area Code/Phone Number: 413-283-8354
Area Code/Fax Number: 413-289-8923
Contact Person: Janet M. Callahan



PALMER PAVING CORPORATION

25 Blanchard Street, P. O. Box 47, Palmer, MA 01069
413.283.8354 (phone) 413.289.1939 (fax)

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy and practice of Palmer Paving Corporation to assure that no person will be discriminated against or be denied the benefits of any activity, program or employment process receiving public funds, in whole or in part, in the areas of employment, recruitment advertising, hiring, upgrading, promoting, transferring, demoting, layoffs, terminations, rehiring, employment and/or rates of pay and other compensations.

The Palmer Paving Corporation is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, sexual orientation, learning disability or physical disability including, but not limited to blindness, except where any of the above is a bona fide occupational qualification or need. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and/or on-the-job training. [Pursuant to these actions, Palmer Paving Corporation also ensures that all facilities and activities are non-segregated except that separate or single-user toilet and changing facilities are provided for privacy purposes.] This policy and practice applies to all persons, particularly those that are members of the protected classes identified as being Black, Hispanic, Asian, Pacific Islander, American Indian, Women and persons with disabilities.

Palmer Paving Corporation will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable federal and state laws, regulations and executive orders, and the E.E.O. contract provisions listed below:

1. Civil Rights Act of 1964 as amended
2. Presidential Executive Order 11246 as amended
3. Title 23 U.S.C. 140
4. Title 49 C.F.R. Part 26
5. Governor's Executive Orders #3 and #17
6. Connecticut Fair Employment Practices Act
7. Americans with Disabilities Act of 1990
8. Public Act No. 91-58
9. Civil Rights Act of 1991
10. Specific Equal Employment Opportunity Responsibilities
11. Required Contract Provisions Federal Aid Construction Contracts
12. All Affirmative Action Requirements

Manufacturers Contractors* Recyclers of Hot Mix Asphalt Products, Since 1955*
Asphalt Plant, Sand and Gravel: 25 Blanchard St., Palmer, Ma 01069 1000 Page Blvd, Springfield, Ma 01104**
23 Arthur St., Easthampton, Ma 01027 43 Old Coldbrook Road, Barre, Ma 01005*

13. Training Special Provision
14. Minority Business Enterprises as Subcontractors
15. Standard Federal Equal Employment Opportunity Construction
16. Nondiscrimination Act

In implementing this policy and ensuring that equal opportunity is being provided to protected class members, each time a hiring opportunity occurs, Palmer Paving Corporation will contact and request referrals, as appropriate, from unions, minority and female organizations, referral sources, and media sources. In doing so, Palmer Paving Corporation will notify these entities of its responsibilities as an Affirmative Action Employer and request their cooperation in helping Palmer Paving Corporation meet its recruitment responsibilities. All advertising will emphasize that Palmer Paving Corporation is "An Equal Opportunity Employer." Palmer Paving Corporation will also encourage its employees to refer and recruit other persons for its openings.

In order to substantiate Palmer Paving Corporation's efforts and affirmative actions to provide equal opportunity, Palmer Paving Corporation will maintain and submit as requested documentation such as, list of minority and female recruitment organizations, referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith.

Palmer Paving Corporation will maintain internal EEO/affirmative action audit procedures, reporting, and record keeping systems. Pursuant to these systems, Palmer Paving Corporation will review at least annually its EEO and Affirmative Action policies with all managers and other personnel having any responsibility in hiring, assigning, laying off, terminating, and/or evaluating employees. In addition, all supervisors will be monitored and evaluated to determine if they are complying with its EEO and Affirmative Action policies and procedures. Such evaluation is conducted at least annually by way of performance reviews and counseling as needed. Furthermore, Palmer Paving Corporation and its management team will continuously monitor and review to see that its personnel practices including but not limited to seniority, job assignment, pay/compensation structure and layoff and recall do not have a discriminatory effect. Palmer Paving and its management team will also evaluate at least annually all its female and minority personnel to determine if any may be candidates for promotion. As a contractor that has collective bargaining agreement with area unions, Palmer Paving Corporation also refers candidates for employment to union locals. Pursuant to its monitoring responsibilities, Palmer Paving Corporation is responsible to notify government officials as appropriate where unions are failing to cooperate with Palmer Paving Cooperation in referring female and minority candidates for job assignments.

It is understood by me, my Equal Employment Opportunity Officer and my supervisory and managerial personnel that failure to effectively implement, monitor, and enforce this firm's affirmative action policy statement and the failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female

applicants, in each instance of hire will result in Palmer Paving Corporation being required to recommit itself to a modified and more stringent affirmative action policy statement, prior to receiving approval. It is recognized that an approved affirmative action policy statement is a prerequisite for performing services for the contracting agency.

Managers and supervisors are being advised of their responsibilities to ensure the success of the program. The ultimate responsibility for the Affirmative Action Policy Statement rests with the Chief Executive Officer. However, the day-to-day duties will be coordinated by Janet M. Callahan, who has been designated as the Equal Employment Opportunity Officer of this firm.

This Affirmative Action Policy Statement has my whole-hearted support. In addition, each manager and supervisor as well as all employees are to aid in the development and implementation of this program and will be held responsible for compliance to its objectives.

Date

5/24/13

Chief Executive Officer Signature

Janet M. Callahan

CHECKLIST OF MBE/WBE FORMS TO BE SUBMITTED

The following is a checklist of forms required to be submitted with your bid/proposal, please use this checklist to ensure that all these forms have been completed and submitted with your bid/proposal.

A. CONSTRUCTION PROJECTS

Forms to be submitted by General Bidder

- Bidder's /Proposer's Certification (MBE/WBE Form 1)
- MBE/WBE Utilization Report (MBE/WBE Form 2)
- Affirmative Action Plan (MBE/WBE Form 3)
- MBE/WBE Letter of Intent (MBE/WBE Form 4)
- Information on Unsuccessful Contact of MBE/WBE (MBE/WBE Form 5)

Forms to be submitted by Filled Sub Bidder

- MBE/WBE Utilization Report (MBE/WBE Form 2)
- Affirmative Action Plan (MBE/WBE Form 3)
- MBE/WBE Letter of Intent (MBE/WBE Form 4)
- Information on Unsuccessful Contact of MBE/WBE (MBE/WBE Form 5)

B. NON-CONSTRUCTION PROJECTS

- Bidder's/Proposer's Certification (MBE/WBE Form 1)
- Affirmative Action Plan (MBE/WBE Form 3)

NOTE: The City of Springfield is requesting bidders to use the forms provided with the bid. All forms should be filled out completely.

BIDDER'S/PROPOSER'S CERTIFICATION

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

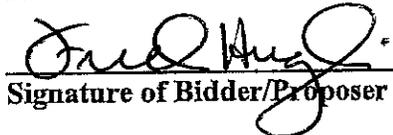
The undersigned *bidder/proposer* hereby certifies he/she will comply with the minority/women workforce percentage ratio and specific affirmative action steps contained in this program and will make good faith best efforts to comply with the Minority/Women Business Enterprise goals under these contract 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."

Palmer Paving Corporation

Name of firm



Signature of Bidder/Proposer (authorized representative)

Contract Administrator

Title

3/26/14

Date

THE AWARDING AUTHORITY MAY REJECT ANY BID/PROPOSAL NOT ACCOMPANIED BY THIS CERTIFICATION. IN ORDER TO ENSURE THAT THE SAID SUBCONTRACTOR'S CERTIFICATION BECOMES A PART OF ALL SUBCONTRACTS UNDER THE PRIME CONTRACT, NO SUBCONTRACT SHALL BE EXECUTED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE CITY AGENCY ADMINISTERING THIS PROJECT HAS DETERMINED, IN WRITING, THAT THE SAID CERTIFICATION HAS BEEN INCORPORATED IN SUCH SUBCONTRACT REGARDLESS OF TIER. ANY SUB-CONTRACT EXECUTED WITHOUT SUCH WRITTEN APPROVAL SHALL BE VOID.

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

MBE/WBE UTILIZATION REPORT

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

	Name and address Of MBE/WBE	Telephone #	Nature of Work to be performed of work	\$ value
MBE/WBE	A. Pereira Construction 11 Chapin St Ludlow, ma	413-583-2522	Structures, curbing sidewalks	\$568,400.00
MBE/WBE	_____	_____	_____	_____
MBE/WBE	_____	_____	_____	_____
MBE/WBE	_____	_____	_____	_____

Minority/Females Employees (check here) _____

\$Value of Work \$568,400.00

Project Name 2014 Rdwy & Sidewalks Project Bid # SPG-14-186 Total Bid Amount: \$2,613,657.00

Total MBE % 21.7 Total WBE % _____ Total MBE/WBE % _____

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

(Company Name) Palmer Paving Corporation (Address) 25 Blanchard St Palmer, Ma 01069

(Telephone) 413-283-8354 (Authorized Signature) *Fred King* (Date) 3/26/14

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

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT 2014 Rdwy & Sidewalks BID NO. SPG-14-186

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

B.) Company's Officer Fred Hugli

NAME OF FIRM Palmer Paving Corporation

NAME Fred Hugli

POSITION OR TITLE EEO Officer

BUSINESS ADDRESS 25 Blanchard St

CITY Palmer, Ma 01069

TELEPHONE 413-283-8354

C.) What is the total number of employees that is currently employed by your company? # 65

Please provide a profile of your workforce. see attached

D.) What is your anticipated work force for this project/service? 13
Number of Minorities 3 Number of Females 2

E.) Is your company a member of a union Yes X No . If yes what union local number and location. local 999, local 98

AFFIRMATIVE ACTION PLAN

C.)

as of 03/24/2014

OVERALL TOTALS (Sum of Cdl. B thru K)	MALE						FEMALE				
	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Write (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	
65	53	1	3	1		7	0	0	0	0	

Job Classification	Totals	Minorities	Females
Laborers	8	1	0
Operators	8	0	0
Supers/Foreman	6	0	0
Truck Drivers	2	0	0
Garage Personnel	6	0	0
Plant Personnel	17	3	0
Office Personnel	18	1	7
Totals	65	5	7

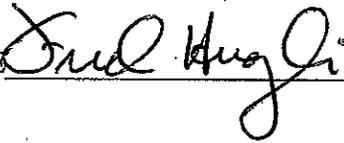
F.) Describe company's advertising, recruiting efforts, and systematic contact with minority group organization, etc. and evidence that minority group members are being sought from all recruitment sources. see attached

G.) Is your company at least 51% owned and controlled by one of the following groups no members? If yes, would you kindly circle the appropriate categories.

MALE--FEMALE: Black, Hispanic, Asian, American Indian,

Alaskan Native, Cape Verdean, Caucasian.

AUTHORIZED SIGNATURE



DATE 3/26/14

FIRM Palmer Paving Corporation

ADDRESS 25 Blanchard St Palmer, Ma 01069

TELEPHONE NO. 413-283-8354

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.

PALMER PAVING CORPORATION
Directory of Recruitment Sources – Laborers & Operators
2014 Construction Season

Internal distribution to PPC facilities in Palmer, Springfield, Barre, and Easthampton.

External distribution as follows:

FutureWorks Career Center
1 Federal Street Bldg. 103-3
Springfield, MA 01105

Kathleen Salois, Account Representative
<http://www.futureworks-now.com/>
413-858-2800
413-858-2851 (employer services)
413-858-2850 (fax)

On PPC E-mail Distribution List:

CareerPoint
850 High Street
Holyoke, MA 01040

Lucy Carlson, Account Representative
413-532-4900 (Holyoke Office)
413-532-0293 (fax)
lcarlson@detma.org

Construction Industries Training
Assistance Program (CITAP)
Division of Apprentice Training
399 Washington Street, 4th Floor
Boston, MA 02108

John Rich, Director
617-727-3487
617-727-8022 (fax)
John.Rich@state.ma.us

Everywomen's Center
University of Massachusetts
Wilder Hall
221 Stockbridge Road
Amherst, MA 01003-9315

Heather D. King, Assistant Director, Resource/Referral
413-577-0163 (fax)
413-545-0883
hdking@stuaf.umass.edu

Franklin/Hampshire Career Center
One Arch Place
Greenfield, MA 01301

Robert Sojka, Paul Placzek (through 4/1/04)
Dave Ferry & Ann Deres (effective 4/1/04), Account Reps.
413-774-4361 (Greenfield)
800-586-6506 (Northampton)
877-626-6800 (DET)
413-784-1765 (fax)

Jewish Family Services of Western MA
15 Lenox Street
Springfield, MA 01108

Jeri Bachli, Employment Coordinator
413-781-5640 (at MCDI)
413-737-2601 (at JFS)
413-737-0323 (fax)
bjbachli@comcast.net

Massachusetts Rehab Commission
16 Fort Street
Springfield, MA 01103

Ellen Spencer, Employment Specialist
413-736-7296, extension 40
413-737-5693 (fax)
Ellen.spencer@mrc.state.ma.us

Puerto Rican Cultural Center
38 School Street
Springfield, MA 01103

Juan Gerena, Evelyn Mulero
413-737-7450 (phone)
413-737-1305 (fax)
office@prccma.org

Springfield Vietnamese-American
Civic Association
433 Belmont Avenue
Springfield, MA 01108

Chau Van, Director
413-733-9373 (phone)
413-737-3419 (fax)
svaca2@aol.com

Urban League of Springfield
756 State Street
Springfield, MA 01109

Henry Thomas III
413-739-7211 (phone)
league3626@aol.com

Trade Unions:

International Union of Operating
Engineers
P. O. Box 217, 2 Center Square
East Longmeadow, MA 01028

David A. Cardimino
413-525-4221

Operators Only

International Union of Operating
Engineers
1965 Dixwell Avenue
Hampden, CT 06514

Allan Page
203-288-9261

Operators Only

Laborers' International Union
Local 999
659 North Main Street
East Longmeadow, MA 01028

Carlos Tranghese
413-736-7677

Laborers Only

Laborers' International Union
Local 230
475 Ledyard Street
Hartford, CT 06114

Charles LeConche

Laborers Only

Laborers' International Union
Local 596
345 Northampton Street
Holyoke, MA 01040

Gary Lehman
413-534-3140

Laborers Only

Laborers' International Union
Local 243
882 Southbridge Street
Auburn, MA 01501

James M. Porter
508-832-4649

Laborers Only

Laborers' International Union
264 West Housatonic Street
Pittsfield, MA 01201

Patrick M ele
413-442-1970

Laborers Only'

New England Laborers' Training
Trust Fund

37 East Street
Hopkinton, MA 01748

James Merloni, III, Director
508-435-6316 (phone)

Other:

Commonwealth of Massachusetts
Executive Office of
Health & Human Services
Office for Refugees and Immigrants
18 Tremont Street
Boston, MA 02108

Juliette Nguyen, Executive Director
Carol Chandler, Director of Community Building
Emel Hadzipasic, Director of Family Independence Unit
617-727-7888 (phone)
617-727-1822 (fax)

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 A. Pereira Construction MBE/WBE Address 11 Chapin St
Ludlow, Ma

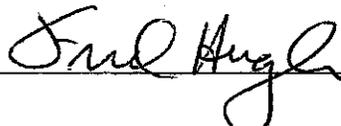
MBE/WBE Telephone 413-589-7406

Project Name: 2014 Rdwy & Sidewalks Project Location: Springfield, Ma

Please identify whether the above company is an: MBEX 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 Palmer Paving Corporation

Authorized Person's Signature  Date 3/26/14

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

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

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

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

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

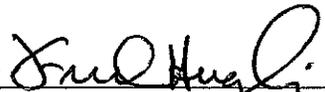
MBE/MBE Firm Declined Job: _____ Offer declined by: _____
(Name & Title)

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

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

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

Bidding Company Palmer Paving Corporation

Authorized Person's Signature  Date 3/26/14

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.

CNA SURETY

March 20, 2014

City of Springfield
36 Court Street, Room 307
Springfield, MA 01103

RE: **Palmer Paving Corporation**
Project: Bid #SPG-14-186
2014 CDBG-DR Roadway and Sidewalk Improvement Program
Project Estimate: \$2,700,000.00 +/-

To Whom It May Concern:

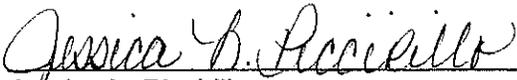
It has been the privilege of Western Surety Company to provide surety credit to Palmer Paving Corporation. Palmer Paving Corporation is a highly regarded and valued client of Western Surety Company. At the present time, Western Surety Company provides a \$50 Million single project / \$100 Million aggregate surety program to Palmer Paving Corporation.

In the event that Palmer Paving Corporation is awarded the contract and makes application for the bonds on or about the time work commences, Western Surety Company will execute the performance and payment bonds for 100% of the estimated construction cost of the sub-trade in accordance with the contract language provided in the bid package on the referenced project.

As always, Western Surety Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

This letter expires 90 days from March 20, 2014.

WESTERN SURETY COMPANY


Jessica L. Piccirillo
Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Russell Canterbury, Joann Dombrowski, Woodrow M Baird, S E Susanin, Marion R Vail, Jessica L Piccirillo, Individually

of Farmington, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of October, 2012.

WESTERN SURETY COMPANY



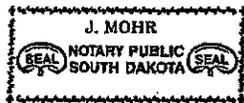
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of March, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

04 2207467

Individual Social Security Number

State Identification Number

Federal Identification Number

Company: Palmer Paving Corporation

P.O. Box (if any): 47 Street Address Only: 25 Blanchard Street

City/State/Zip Code: Palmer, Ma 01069

Telephone Number: 413-283-8354 Fax Number: 413-289-1939

List address(es) of all other property owned by company in Springfield: 1000 Page Blvd Springfield, Ma 01104

Please Identify if the bidder/Proposer is a:

Corporation: XXX Individual: Name of Individual: Partnership: Names of all Partners: Limited Liability Company: Names of all Managers: Limited Liability Partnership: Names of Partners: Limited Partnership: Names of all General Partners:

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

FEDERAL TAX CERTIFICATION

I, John Fuhrmann certify under the pains and penalties of perjury that Palmer Paving Corporation is my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Palmer Paving Corporation Bidder/Proposer/Contracting Entity Date: 3/26/14 Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

I, John Fuhrmann certify under the pains and penalties of perjury that Palmer Paving Corporation is 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).

Palmer Paving Corporation Bidder/Proposer/Contracting Entity Date: 3/26/14 Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, John Fuhrmann certify under the pains and penalties of perjury that Palmer Paving Corporation is 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.

Palmer Paving Corporation Bidder/Proposer/Contracting Entity Date: 3/26/14 Authorized Person's Signature

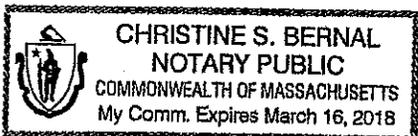
Notary Public

STATE OF Massachusetts County of Hampden, ss. 3/26/14, 2008

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

Christine S. Bernal My Commission Expires: 3/16/18 Notary Public

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

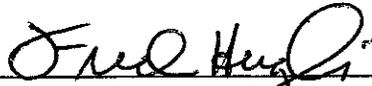


COLLUSION OR FRAUD STATEMENT

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.

Fred Hugli

(NAME OF PERSON SIGNING BID)


(SIGNATURE)

Palmer Paving Corporation

(COMPANY)

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

OSHA Training Certification

Please certify by writing your initials in the space provided below that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Please initial:

Fred Hughes

- If a Corporation, signature and seal by duly authorized officer is required.
- If a partnership, so state and names and residential addresses of all partners are required.

If an individual, so state and also indicate residential address if different than business address and also sign.

Statement of Bidders Qualifications

Please use this form to list experience and qualifications required of bidders. This information will be used to establish eligibility of bidder for contract award. City reserves the right to conduct interviews prior to award of agreement. Any format used by the bidder to supply this information must include the information requested below. Defaulted projects must be listed.

BIDDER: Palmer Paving Corporation

Project: Resurfacing and related work

Description: traffic control, excavation, structure work, reclaim, pave, berm, driveways

Location: town roads

Contract Amount: \$1,000,000.00 **Completion Date:** 2013

Contact: Dena Grochmal **Phone:** 413-596-2800 Ext 111

Owner & Address: Town of Wilbraham 240 Springfield St Wilbraham, Ma

Project: RT 66 Westhampton

Description: traffic control, mill, pave, lines, structure work, excavation, pipe

Location: section of RT 66 Westhampton

Contract Amount: \$1,245,000.00 **Completion Date:** 2013

Contact: Jim Hoey **Phone:** 413-584-1611

Owner & Address: Mass DOT Hwy D2 811 North King St Northampton, Ma

Project: 2013 Resurfacing & related work

Description: Mill, Pave, Traffic control, Sidewalks, drives, structures work, lines signs, wire loops

Location: chicopee sts

Contract Amount: \$722,000.00 **Completion Date:** 2013

Contact: Chris Chaban **Phone:** 413-594-3416

Owner & Address: Chicopee Hwy Dept 115 Baskin Dr Chicopee, Ma

Project: Annual Materials Bid

Description: Paving

Location: ludlow Sts

Contract Amount: \$ **Completion Date:** 2013

Contact: Ken Basta ext 13 **Phone:** 413-583-5625

Owner & Address: Ludlow Hwy Dept 198 Sportsmen Rd Ludlow, Ma

Project: Annual Paving Bid

Description: Mill, pave, berm, structures

Location: monson sts

Contract Amount: \$300,000.00 **Completion Date:** 2013

Contact: John Morrell **Phone:** 413-267-4135

Owner & Address: Monson Hwy Dept 1980 Main St Monson, Ma

RESPONSIBLE EMPLOYER ORDINANCE FORM CHECK LIST

Forms 1 and 2 must be submitted with your bid, or it will be rejected as non-responsive, Form 3 must be submitted by contractors and subcontractors hired to work on a public construction project no later than ten days after executing a contract to work on said project, Form 4 must be submitted by contractors and subcontractors hired to work on a public construction project for each week of work on the project. Form 5 must be submitted only by contractors and subcontractors who require a waiver of the requirements of the Responsible Employer Ordinance.

1. Springfield Public Construction Employment Certification Form
2. Contractor's Certification of Ability to Work in Harmony
3. Springfield Public Construction Employee Reporting Form
4. Springfield Public Construction Weekly Oath of Compliance
5. Contractors and Subcontractor's Request for Waiver

**CITY OF SPRINGFIELD PUBLIC CONSTRUCTION
EMPLOYEE CERTIFICATION FORM**

For general contractors and filed sub-bidders, this form should be completed and returned to the address at the bottom of the form with your bid. Bids that do not include a completed form may be rejected as non-responsive.

For all other contractors, this form should be completed and returned to the address at the bottom of the form as soon as possible after being hired to work on the project.

DATE: 3/26/14

CONTRACTOR: Palmer Paving Corporation

PROJECT: 2014 Rdwy & Sidewalks

BID # (if known): SPG-14-186

I, Fred Hugli, on behalf of Palmer Paving Corporation,

(name)

(name of business)

hereby certify that Palmer Paving Corporation shall comply with the City of

(name of business)

Springfield's Responsible Employer Ordinance, as it now exists and may be hereafter amended,

during the entirety of its work on the above-named project.

Signature: 

Printed name: Fred Hugli

On behalf of (Contractor): Palmer Paving Corporation

Date: 3/26/14

Return form to:

City of Springfield Office of Procurement
36 Court Street
Springfield, MA 01103

**CITY OF SPRINGFIELD
CONTRACTOR'S CERTIFICATION OF ABILITY TO WORK IN HARMONY**

For general contractors and filed sub-bidders, this form should be completed and returned to the address at the bottom of the form with your bid. Bids that do not include a completed form may be rejected as non-responsive.

For all other subcontractors, this form should be completed and returned to the address at the bottom of the form as soon as possible after being hired to work on the project.

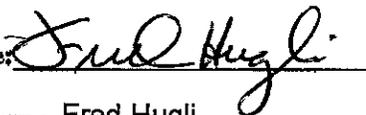
DATE: 3/26/14

CONTRACTOR: Palmer Paving Corporation

PROJECT: 2014 Rdwys & sidewalks

BID # (if known): SPG-14-186

Palmer Paving Corporation hereby certifies that its employees shall be able to work
(name of contractor)
in harmony with employees of all other contractors on the project, in compliance with Section
82-40 of the Ordinances of the City of Springfield.

Signature: 

Printed name: Fred Hugli

Title: Contract Administrator

Return form to:

City of Springfield Office of Procurement
36 Court Street
Springfield, MA 01103

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

Requisition 14014976-00 FY 2014

Acct No:
 26401837-580800-64014
 Review:
 Buyer: lpl
 Status: Released

Page 1

Vendor
 PALMER PAVING CORP
 25 BLANCHARD ST

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

PALMER, MA 01069
 USA
 Tel#413-283-8354
 Fax 9-1-413-283-8462

SPRINGFIELD, MA 01103
 PMERRILL@SPRINGFIELDCITYHALL.COM

Delivery Reference
 PEGGY MERRILL

C#20141008

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/14	069926				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	CONTRACT 20141008			
001	2014 CDBG-DR ROADWAY & SIDEWALK IMPROVEMENT PROGRAM	1.00	2283917.00000	2283917.00
	Each			
1	26401837-580800-64014		2283917.00	
	Ship To COMMUNITY DEVELOPMENT 1600 EAST COLUMBUS AVE SPRINGFIELD, MA 01103 Delivery Reference PEGGY MERRILL			

Requisition Link

Requisition Total 2283917.00

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

Account	Amount	Remaining Budget
26401837-580800-64014	2283917.00	2144113.00
DISASTER RECOVERY-ROADWORK	INFRASTRUCTURE	

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

Activity	Date	Clerk	Comment
Approved	04/29/14	Cathy Buono	
Queued	04/29/14	Mitchell Doty	
Queued	04/29/14	Ronald Molina-Brantley	

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

Requisition 14014976-00 FY 2014

Acct No:
 26401837-580800-64014
 Review:
 Buyer: lpl
 Status: Released

Page 2

Vendor
 PALMER PAVING CORP
 25 BLANCHARD ST

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

PALMER, MA 01069
 USA
 Tel#413-283-8354
 Fax 9-1-413-283-8462

SPRINGFIELD, MA 01103
 PMERRILL@SPRINGFIELDHCITYHALL.COM

Delivery Reference
 PEGGY MERRILL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/29/14	069926				COMMUNITY DEVELOPMENT
LN	Description / Account	Qty	Unit Price	Net Price	
	Queued 04/29/14 Lindsay Hackett				
	Queued 04/29/14 Chris Kulig				
	Pending Jennifer C Winkler				
	Pending TJ Plante				
	Pending Lauren Stabilo				