



CITY OF GREENFIELD
Purchasing Department

CONTRACT 18-16

Green River School – Floor Tile Abatement

Documents available: March 14, 2018 @ 10:00 a.m.

Bid Due Date: April 5, 2018 @ 2:00 p.m.

Site Visit: March 26, 2018 @ 10:00 a.m.

Questions Due: March 28, 2018 @ 4:00 p.m.

Answers available: March 30, 2018 @ 2:00 p.m.

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Advertisement for Bidders

City of Greenfield
14 Court Square
Greenfield, MA 01301

Sealed bids addressed to the Purchasing Department, 14 Court Square, Greenfield, MA and endorsed "18-16 Invitation for Bid for Green River School – Floor Tile Abatement will be accepted by the Office of the Mayor at 14 Court Square. Bids will be accepted until 2:00 p.m. on Thursday, April 5, 2018.

Sealed bids must be mailed or hand delivered to: Office of the Mayor
City of Greenfield
14 Court Square, Room 201
Greenfield, MA 01301

Electronic submissions will not be considered.

The work includes:

- Removal and disposal of asbestos-containing flooring materials from three (3) classrooms, two (2) offices, two (2) hall closets, two (2) door thresholds, and one (1) air return.

Plans, specifications and bid package forms may be obtained starting @ 10:00 a.m. March 21, 2018 from the City of Greenfield's website at www.greenfield-ma.gov under "Departments", "Purchasing", and "Current FY18 RFP/RFQ" or electronically from the Purchasing Department of the City of Greenfield at purchasing@greenfield-ma.gov or by calling Philip Wartel at (413) 772-1569 ext. 2131.

The Bid Security from the Contractor in the form of cash, certified check, treasurer's check or cashier's check, drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the City of Greenfield, MA and shall be enclosed with the bid.

A Payment Bond of 50% of the amount of the contract will be required from the successful bidder.

Attention is called to the following:

- A. Bids for this project are subject to the provisions of the Massachusetts General Laws Chapter 30, Section 39M as amended.
- B. Wages are subject to Massachusetts minimum wage rates as per MGL chapter 149, Section 26 to 27H inclusive, and federal minimum wage rates pursuant to the Davis-Bacon Act, whichever pays more.
- C. All pertinent regulations ordinances and statutes of the City of Greenfield, the State of Massachusetts will be rigidly enforced.

- D. The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order no 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-discrimination and Affirmative Action.

A site visit is scheduled for Monday, March 26, 2018 at 10:00 a.m. at 62 Meridian Street, Greenfield, MA. Prospective contractors must be a Massachusetts licensed Asbestos Abatement Contractor in accordance with Massachusetts Department of Labor and Industry (DLS) 453 CMR 6.0 Regulations.

The lowest responsive and responsible bidder offering the lowest price shall be awarded the project subject to the availability of funding. The City of Greenfield reserves the right to reject any or all bids or to waive any informality in the bidding.

The Contract/Bid/Proposal awarding authority is:

City of Greenfield
Purchasing Department
14 Court Square
Greenfield, MA 01301

INFORMATION FOR BIDDERS

1.1 Location and work to be done

The work herein specified to be done (herein sometimes referred to as the “Work”) consists of asbestos floor tile abatement within specified school areas at Green River School, 62 Meridian Street, Greenfield, MA.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other items necessary to do all the work required for the completion of the Work, as specified.

The Work to be done and paid for shall not be limited to the extent mentioned or described, but shall include all incidental work necessary or customarily done for the completion of the work.

1.2 Questions Regarding Drawings and Documents

In general, no answers will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the Drawings and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the owner or the engineer on account thereof.

To receive consideration, such questions shall be submitted in writing to the City before the established date for receipt of bids (on or before March 28, 2018 by 4:00 PM) to Purchasing at purchasing@greenfield-ma.gov. If the question involves the equality or use of products or methods it must be accompanied by drawings, specifications or other data in sufficient detail to enable the City to determine the equality or suitability of the product or method. In general, the City will neither approve nor disapprove particular products prior to the opening of Bids; such products will be considered when offered by the Contractor for incorporation into the Work.

The City will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in their sole judgment are appropriate or necessary and their decision regarding each. At least three days prior to the receipt of Bids, we will send a copy of these Addenda to those prospective *bidders known* to have taken out bid documents.

The Contractor agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

1.3 Bidders to Investigate

Bidders are required to submit their Bids upon the following express conditions which shall apply to and be deemed a part of every Bid received, specifically: Bidders must satisfy themselves by personal examinations of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

1.4 Information not guaranteed

All information given on the Drawings or in the Contract Documents relating to sub-surface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to the City. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the City does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction, will be the same as those indicated on the Drawings or in the other Contract Documents.

It is agreed further and understood that no bidder or contractor shall use or be entitled to use any of the information made available to them or obtained in any examination made by them in any manner as a basis of or ground for any claim or demand against the City, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

1.5 Submitting Bids

All Bids must be upon the blank form for Bid annexed hereto, state the proposed price of each item of the Work, both in words and in figures, and be signed by the Bidder with their business address and place of residence. The Bid Security shall be enclosed with the Bid.

Bidders shall not remove and submit the Bid pages separate from the volume of Contract Documents, but shall submit their Bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled.

Each bid shall be submitted to the City in a sealed envelope. On the outside of the envelope shall be written the bidder's name and address and the name of and description of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid and marked as directed above, must be enclosed in another envelope addressed to the City.

NOTE: Electronic submissions will not be accepted.

1.6 Time for Completion

The successful bidder will be required to substantially complete the Work within 14 consecutive calendar days from the Notice to Proceed. The successful contractor will be required to execute the contract within ten (10) days of award. A preconstruction meeting will be scheduled thereafter and a notice to proceed will be given.

Note: The Contractor shall be made aware that the project will not start until after the building is opened up in mid-April 2018. All bids submitted shall take into account the April 2018 construction start date.

1.7 Withdrawal of Bids

Except as hereinafter in this subsection otherwise expressly provided, once their Bid is submitted and received by the City for consideration and comparison with other bid similarly submitted, the bidder agrees that they may not and will not withdraw it within 40 (forty) consecutive calendar days after the actual date of the opening of Bids.

Upon proper written request and identifications, Bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Provided the Bid has not therefore been accepted by the City at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw their Bid. Unless a Bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the City notifies a Bidder in writing that their Bid is rejected or that the City does not intend to accept it. Notice of acceptance of a Bid shall not constitute rejection of any Bid.

1.8 Ability and Experience of Bidder

No award will be made to any Bidder who cannot satisfy the City that they have sufficient ability and experience in this class of work and sufficient capital, labor and materials to enable them to execute and complete the Work successfully within the time named. The City decision or judgment on these matters shall be final, conclusive, and binding.

The Bidder is to submit a list of comparable projects with the list of references. The City may make such investigations as it deems necessary, and the Bidder shall furnish to the City, under oath if so required, all such information, and data for this purpose as the City may request.

1.9 Bids

The City may reject Bids which in its sole judgment are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the City may waive such omissions, conditions or irregularities.

The cost of the preparation of bid documents is considered a part of the cost of doing business and as such will not be reimbursed, regardless of circumstances.

1.10 Right to Reject Bids

The City reserves the right to reject any or all Bids, or alternative Bid Items should the City deem it to be in the public interest to do so.

1.11 Execution of Agreement

The Bidder whose bid is accepted will be required and agrees to duly execute the AGREEMENT, after notification that the AGREEMENT is ready for signature.

1.12 Insurance Certificates

The Contractor will not be permitted to start any construction work until they has submitted certificates covering all insurance called for, and has obtained approval in writing of such certificates from the City.

Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the City, insurance satisfactory to the City as follows:

- A. Workmen's Compensation and Employer's Liability Insurance as required by the Workmen's Compensation Laws of the Commonwealth of Massachusetts.
- B. Comprehensive Commercial Liability Insurance covering Bodily Injury and Property Damage (Broad Form) as follows:

Limits of Liability* \$1,000,000 each occurrence
 \$2,000,000 aggregate

* or \$1,000,000 single limit combined Bodily Injury and Property Damage.

The Comprehensive Commercial Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third persons arising out of:

1. Work performed by the Contractor with their own employees, called "premises operations."

2. Work performed by their subcontractors, called “sublet work” or Independent Contractors (this is referred to as Contractor’s Protective Liability).
 3. The Contractor’s liability assumed under this contract, called “Hold Harmless” clauses or indemnity agreement. (This is referred to as Contractual Liability Insurance).
 4. Products liability coverage covering the completed building or installation or products furnished. (This is called Products Liability Insurance for the manufacturer and Complete Operations Liability Insurance for the Contractor).
 5. If any work is to be performed below the surface of the ground, the coverage shall be extended to include protection against property damage caused by explosion (including blasting), collapse of structures and damage to underground pipes and utilities. (This is known as “XCU” coverage).
- C. The Contractor shall also include \$5 million per occurrence umbrella coverage for pollution liability written in "true occurrence basis" without a sunset clause. The pollution exclusion shall be amended to add back coverage for all pollution claims and shall be maintained for 2 years after completion of the project.
- D. Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

Limits of Liability

Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
Property Damage	\$1,000,000 each accident

* or \$500,000 single limit combined Bodily Injury and Property Damage.

This insurance is to apply with respect to all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this contract.

- E. All policies shall be so written that the City will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed in triplicate with the City before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this Contract* and article and the above paragraphs in accordance with which insurance is being furnished and shall state that such

insurance is as required by such paragraphs of this Contract and shall be sufficiently comprehensive as to permit the owner to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the Work, renewal certificates shall be furnished by the date of expiration.

* If blanket coverage is furnished, this particular Contract need not be referred to.

- F. The Contractor shall require each of their sub-contractors to procure and maintain until the completion of that sub-contractor's work, insurance of the types and to the limits specified in paragraphs A to C, inclusive, above. It shall be the responsibility of the Contractor to insure that all their sub-contractors comply with all of the insurance requirements contained herein relating to such sub-contractors.

No insurances required or furnished hereunder shall, in any way, relieve the contractor of, or diminish any of their responsibilities, obligations and liabilities under the Contract.

1.13 Comparison of Bids

Bids will be compared on the basis of lump-sum stated in the BID.

In the event that there is a discrepancy in the Bid between the lump-sum written in words and figures, the prices written in words shall govern. The City agrees to examine and consider each Bid submitted in consideration of the Bidder's agreements, as hereinabove set forth and as set forth in the BID.

1.14 Bid Security

The Bid Security from the contractor in the form of cash, certified check or treasurer's or cashier's check drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the City of Greenfield, Massachusetts and shall be enclosed with the bid.

Each such check may be held by the City as security for the fulfillment the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, their bid check shall become the property of the City as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided.

Bid checks will be returned to all except the three lowest bidders within three days, Sundays and legal holidays excluded, after the owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the owner within 40 consecutive calendar days after the opening of bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of their bid.

None of the three lowest bids shall be deemed rejected, notwithstanding acceptance of any bid, until the AGREEMENT has been executed by both the City and the accepted bidder. The bid deposit must be enclosed in the sealed envelope containing the bid.

1.15 Disputes

In the event of any dispute as to any of the terms and conditions of this contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

1.16 Addenda

This bid includes addenda number/numbers (To be identified on the Bid Form by the Bidder)

1.17 Minimum Wage Rates

In the employment of mechanics, teamsters, chauffeurs, and laborers in the construction of the public work projects, the Minimum Wage rates shall be paid as issued by the Commissioner of Labor and Industries of Massachusetts, in accordance with Sections 26 and 27 of Chapter 149, of the General Laws, as amended, and as included in Appendix D Massachusetts Prevailing Wage Rates.

1.18 Equal Employment Opportunity Anti-Discrimination and Affirmative Action

The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti- Discrimination and Affirmative Action.

1.19 Notice to Proceed and Pre-Construction Conference

A written Notice to Proceed shall be issued to the Contractor after receipt of proof of required insurance. No work shall be performed by the Contractor until they have received the Notice to Proceed.

Prior to the start of construction, the Contractor, all subcontractors, the project manager, and the owner shall attend a pre-construction conference. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed.

1.20 Bonds

A 50% Payment Bond is required in the full amount of the contract.

End of Section

FORMS FOR BID

PROPOSAL FORM

To the City of Greenfield, Massachusetts, (hereinafter called the "Owner") acting through its Purchasing Department, duly authorized therefore, who act solely for said City and without personal liability to themselves:

The undersigned , _____ as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Specifications (and amendments thereto); and they bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have forty (40) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Proposals if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Proposal Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder will take in full payment, therefore, the following price, to wit:

Item Number	Estimated Quantity	Brief Description; unit or lump-sum price bid in both words and figures
1	1 Lump Sum	Asbestos Abatement – Floor Tile
		_____dollars and _____cents

Total in Figures: \$ _____

If this BID is accepted by the City, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated as otherwise expressly provided in the AGREEMENT.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that they will not withdraw this BID within 40 consecutive calendar days after the actual date of the opening of BIDS and that, if the City shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT

BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of their agreements as hereinabove set forth, the City shall have the right to retain as liquidated damages the amount of the bid check which shall become the City's property.

This BID includes Addenda number *** _____.

*** To be filled in by Bidder if Addenda are issued.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill their agreements as above provided.

The Bidder hereby certifies they shall comply with the minority manpower ratio and specific action steps contained in the STATE REQUIREMENTS under Massachusetts Equal Employment Program, including the minority contractor compliance. Prior to the award of the Contract, the Contractor must submit a Contractor's Certification of Compliance. 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 Sub-Contractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the Massachusetts Equal Employment Program.

Name of Bidder

(SEAL)

By:

(Signature and title of authorized representative)

Business Address

City & State

Date

Bidder's Name

The Bidder is a corporation incorporated in the State (or Commonwealth) of _____
_____. (Bidder must add and delete, as necessary, to make this sentence read correctly).

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.)

(Corporate Seal)

_____	President
_____	Treasurer
_____	General Manager
_____	Partner

Individual: _____

Address: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATION

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

Signature of individual submitting bid or proposal

Name of Business

DEBARMENT STATEMENT
(to be used for any public construction project)

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

DEBARMENT (Chapter 550, Acts of 1991)

The 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: _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

A. Contractor's Certification

Name of Project

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

_____ certified that:

1. It tends to use the following listed construction trades in the work under the contract

and

2. Will comply with the minority manpower ration and specific affirmative action steps required by law, and
3. Will obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the award of any Sub-Contract under this contract the Sub-Contractor certification required by these bid conditions.

Signature of contractor's authorized representative

Printed name and title

B. Sub-Contractor's Certification

Green River School – Floor Tile Abatement
Name of Project

Prior to the award of any sub-contract, regardless of tier, the prospective sub-contractor must execute and submit to the prime contractor the following certification, which will be deemed a part of the resulting sub-contract:

SUB-CONTRACTOR'S CERTIFICATION

_____certified that:

- 1. It tends to use the following listed construction trades in the work under the sub-contract

and;

- 2. Will comply with the minority manpower ration and specific affirmative action steps required by law; and
- 3. Will obtain from each of the sub-contractors prior to the award of any sub-contract under this sub-contractor certification required by these bid conditions.

Signature of contractor's authorized representative

Printed name and title

In order to ensure that the said sub-contractor's certification becomes a part of all sub-contractors under the prime contract, no sub-contract shall be executed until an authorized representative of the City agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such sub-contract, regardless of tier. Any sub-contract executed without such written approval shall be void.

OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. Ch. 30, Sec. 39S (A), I certify under the penalties of perjury to the following:

(1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work;

(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

(3) that all employees to be employed in the work subject to this contract 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.

(Signature of authorized representative of Bidder)

(Name of authorized representative of Bidder)

(Name of business)

AGREEMENT

OWNER-CONTRACTOR AGREEMENT

This Agreement made the ____ day of _____, 2018 ____, by and between the City of Greenfield, hereinafter called the "Owner", and _____ hereinafter called the "Contractor".

Witnesseth, that the Owner and the Contractor, for the consideration herein under named, agree as follows:

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for the **18-16 Green River School – Floor Tile Abatement**.

Article 2. Time of Completion: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within 14 calendar days of said date. Liquidated Damages for in the amount of \$500/per days shall be applicable for each and every day required to complete the project beyond the substantial completion date.

Article 3. Contract Sum: The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of _____ dollars (\$_____).

Article 4. The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Bidding Documents, Contract Forms, Specifications as enumerated in the Table of Contents, the drawings, if applicable, and all Modifications issued after execution of the Contract.

Article 5. REAP Certification: Pursuant to M.G.L. c.62(c), sec.49 (a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Article 6. Validation: This Contract will not be valid until signed by the City Accountant for the City of Greenfield.

¹ Contractor

Awarding Authority

Name of Contractor

For the City of Greenfield

Address

Signature and Seal

By: _____

Signature and Seal

Title

Witness: _____

Approved as to Appropriation:

¹ If a Corporation, attach a notarized copy of Corporate Vote authorizing signatory to sign contract.

City Accountant

For AGREEMENT

State of _____)

SS:

County of _____)

On this _____ day of _____, 20__ ,

Before me personally appeared _____

To me known, who being by me duly sworn, did depose and say as follows:

That he/she resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed y order of the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Signature of Notary Public

(Seal)

Printed Typed Name of Notary Public

My commission expires: _____

NOTICE TO PROCEED:

Date: _____

Project: 18-16 Green River School – Floor Tile Abatement and Related Work

Owner: City of Greenfield, MA

Owner's Contract No.: 18-16

Contract: Green River School – Floor Tile Abatement and Related Work

Contractor:

Contractor's Address:

(Send Certified Mail, Return Receipt Requested)

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents and must be substantially complete within 14 consecutive calendar days.

Before Contractor may start any Work at the Site, Contractor must provide certificates of insurance required to be purchased and maintained in accordance with the Contract Documents.

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

BONDS

LABOR AND MATERIALS (PAYMENT) BOND

(NOTE: This Bond is issued simultaneously with the attached Performance Bond in favor of the City.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Principal, and _____, a corporation

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Surety, are holding and stand firmly bound and obligated unto the City of Greenfield,

Massachusetts, as obligee, in the sum of _____,

lawful money of the United States of America to and for the true payment whereof we bind

ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly

and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____.

Has entered into a contract with the said obligee for _____

a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including

lumber used, but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials, and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials, being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by a claimant,
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the City or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City, or Surety at any place where an office is regularly maintained for the transaction of business, or served in the state in which the said Work is located, save that such service need not be made by a public officer;
 - b. After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/or Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed there under, and that no extensions of time given or changes made in the manner or time of making payments there under, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____

counterparts of this Bond, this _____ day of _____, 20_____

(NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

_____(Seal)
Principal

If the Principal (Contractor) is a corporation, the Bond should be signed in its corporate name by its duly authorized officer or officers.

_____(Seal)
Principal

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of their power of attorney showing their authority to sign such Bonds.

_____(Seal)
Principal

_____(Seal)
Surety

_____(Seal)
Surety

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.)

_____(Seal)
Surety

**Certificate of Acknowledgment of Contractor if a Corporation
For CONTRACT BONDS**

State of _____)

SS:

County of _____)

On this _____ day of _____, 20__ ,

Before me personally appeared _____

To me known, who being by me duly sworn, did depose and say as follows:

That he/she resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed y order of the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Signature of Notary Public

(Seal)

Printed Typed Name of Notary Public

My commission expires: _____

GENERAL CONDITIONS

TITLE

- 1.1 Definitions
- 1.2 The Contract Documents
- 1.3 Obligation and Liability of Contractor
- 1.4 Supervision of Work
- 1.5 Patents
- 1.6 Compliance with Laws
- 1.7 Provisions Required by Law Deemed Inserted
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- 1.18 Protection Against Water and Storm
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- 1.32 Liens
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- 1.34 Application of Monies Retained
- 1.35 No Waiver
- 1.36 Liability of City
- 1.37 Guarantee
- 1.38 Retain Money for Repairs
- 1.39 Cleaning Up
- 1.40 Legal Address of Contractor
- 1.41 Modification of Termination

- 1.1 **Definitions.** Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

The word “Owner” shall mean the City of Greenfield.

The word “Contractor” shall mean the party of the second part above designated.

The word “Specifications” when used herein shall be deemed to refer to both the General and Detail Specifications.

The words “herein,” “hereinafter,” “hereunder,” and words of like import shall be deemed to refer to the Contract Documents.

- 1.2 **The Contract Documents.** The AGREEMENT, the INFORMATION FOR BIDDERS, the Contractor’s BID as accepted by the City, the SPECIAL CONDITIONS, the GENERAL CONDITIONS, the TECHNICAL SPECIFICATIONS, the DRAWINGS, and all ADDENDA and AMENDMENTS to any of the foregoing collectively constitute the Contract Documents, and are sometimes herein referred to as the “Contract.”

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the SPECIAL CONDITIONS and the provisions of any of the other Contract Documents, the provisions of the SPECIAL CONDITIONS shall prevail. In the event of conflict or inconsistency between the provisions of the GENERAL CONDITIONS and the provisions of the Contract Documents other than the SPECIAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.

- 1.3 **Obligations and Liability of Contractor.** The Contractor shall do all work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate their operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct their work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, they shall maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, cost and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, their officers, agents, servants or employees, any of their subcontractors, the City or any of its respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suit and proceedings.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. they shall, in no way, be relieved of their responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from the indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct their operations so as not to damage existing structures or work installed either by them or by other contractors. In case of any such damage resulting from their operations, they shall repair and make good as new the damaged portions at their own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of their subcontractors, their officers, agents, servants and employees as they is for their own acts and omissions and those of their own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefore, other than for any extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the

contractor or of any of their subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, cost and expenses, including attorneys' fees, arising out of, relating to or resulting for such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against them in connection with the Work or their operations under the Contract, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

- 1.4 **Supervision of Work.** The Contractor shall be solely responsible for supervision of the Work, shall give the Work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City in every possible way.

At all times, the Contractor shall have as their agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the City, without delay, and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the contractor shall replace them with another person approved by the City; such approval, however, shall, in no way, relieve or diminish the contractor's responsibility for supervision of Work.

Whenever the Contractor or their agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instruction may be given by the City to, and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

- 1.5 **Patents.** The Contractor shall indemnify and save harmless the City and all persons acting for or on behalf of the City from all claims and liability of any nature or kind, and all damages, cost and expenses, including attorneys' fees arising from or occasioned by an infringement or alleged infringement of any patents or patent rights on any invention, process, material, equipment, article or apparatus, or any part thereof, furnished and installed by the contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the City.
- 1.6 **Compliance with Laws.** The Contractor shall keep fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in

relation to any such law, ordinance rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the City in writing. The Contractor shall, at all times, observe and comply with, and cause all their agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and they shall protect, indemnify and save harmless the City, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of their agents, servants, employees or subcontractors.

- 1.7 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. 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.
- 1.8 **Permits.** The Contractor shall take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.
- 1.9 **Not to Sublet or Assign.** The Contractor shall constantly give their personal attention to the faithful prosecution of the Work, shall keep the same under their personal control, shall not assign the Contract or sublet the work or any part thereof without the previous written consent of the City, and shall not assign any of the monies payable under the Contract, or their claim thereto, unless by and with the like written consent of the City and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.
- 1.10 **Delays by City.** The City may delay the beginning of the Work or any part thereof if the necessary lands or rights of way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to an extension of time as hereinafter provided.
- 1.11 **Time for Completion.** The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated under INFORMATION FOR BIDDERS, except as otherwise expressly provided herein.

It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to construction work of this

character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the City, in writing, of the cause and particulars of the delay. Upon receipt of such notification, the City shall review and evaluate the cause and extent of the delay. If, under the terms of the GENERAL CONDITIONS, the delays properly excusable, the City will, in writing, appropriately extend the time for completion of the Work. The Contractor agrees that they shall not have or assert any claim for nor shall they be entitled to any additional compensation or damages on account of such delays. The time in which the Work is to be performed and completed is of the essence of this Contract.

1.12 **Liquidated Damages.** In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the City shall deduct from the payments due the Contractor each month, the sum set forth under the SPECIAL CONDITIONS for each calendar day of delay, which sum is agreed upon not as a penalty but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the Contractor, and, in case such damages shall exceed the amount of all monies due or to become due the Contractor, the Contractor or their Surety shall pay the balance to the Owner.

1.13 **Employ Sufficient Labor and Equipment.** If, in the sole judgment of the City, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the City may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the City deems necessary to enable the Work to progress properly.

1.14 **Intoxicating Liquors.** The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

1.15 **Access to Work.** The City and its officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

1.16 **Examination and Inspection of Work.** The City shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the

Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

Should the Work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or their inspector and without their written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

Examination or inspection of the Work shall not relieve the Contractor of any of their obligations to perform and complete the Work as required by the Contract.

1.17 Defective Work, Etc. Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the City all resulting costs, expenses, losses, or damages suffered by the City.

If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work or selected for the same, is rejected by the City as unsuitable or not in conformity with the Specifications or any of the other contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at their own cost and expense make good and replace the same.

1.18 Protection Against Water and Storm. The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at their own cost and expense make such repairs or replacements or rebuild such parts of the Work as the City may require in order that the finished Work may be completed as required by the Contract.

1.19 Right to Materials. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the City. Nothing in this subsection shall relieve the Contractor of their duty to protect and maintain all such materials, equipment, apparatus and other items.

1.20 Changes. The City may make changes in the Work and in the Drawings and Specifications by making alterations therein, additions thereto or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to

be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled "Extra Work;" and for eliminated or decreased work the Contractor shall allow the owner a reasonable credit.

The Contractor agrees that they shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

1.21 Extra Work. The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the City, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the City so elects, for the actual cost of such work, as determined by the Contractor and approved by the City, plus a percentage of such cost, as set forth below. No extra work shall be paid unless specifically ordered as such in writing by the City.

The cost of extra work done under (b) above shall include the actual cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use. At the request of the City, the Contractor shall furnish an itemized statement of the cost of the extra work ordered as above and give the City access to all records, accounts, bills and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to their employees, but in fact, are, and are customarily recognized as, part of the cost of doing work.

The fair rental for all machinery and equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment," published by the Associated Equipment Distributors, or a similar publication approved by the City. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the Work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental; provided however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, their superintendent, or their office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor shall add 15 percent (15%) to cover their overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (b) above by a subcontractor, the subcontractor shall compute, as above, their cost for the extra work, to which they shall add 15 percent (15%) as in the case of the Contractor, and the Contractor shall be allowed an additional 15 percent (15%) of the subcontractor's cost for the extra work to cover the costs of the Contractor's overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit. Said subcontractor's cost must be reasonable and approved by the City

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record of such extra work shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both the Contractor's authorized representative and by the City. A separate daily record shall be submitted for each Extra Work Order.

1.22 Extension of Time on Account of Extra Work. When extra work is ordered near the completion of the Contract or at any time during the progress of the Work, which unavoidably increases the time for the completion of the Work, an extension of time shall be granted as hereinbefore provided.

1.23 Changes Not to Affect Bonds. It is distinctly agreed and understood that any changes made in the Work or the drawings or specifications therefore (whether such changes increase or decrease the amount thereof or the time require for its performance) or any changes in the manner or time of payments made by the City to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

1.24 Claims for Damages. If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, they shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the City a written, itemized statement in triplicate of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, their claim for damages shall be deemed waived, invalid and unenforceable and that they shall not be entitle to any compensation for any such alleged damages.

1.25 Abandonment of Work or Other Default. If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the City, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the City may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such Work or such part thereof as the City may designate; and the City may, upon giving such notice by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the City shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the City any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the City by reason of any of the foregoing causes. For the purposes of such completion, the City may, for itself, or for any contractors employed by the City, takes possession of and uses or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees and any and all other charges incurred by the City under this subsection shall be charged against the Contractor and deducted and/or paid by the City out of any moneys due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments therefore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments therefore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the City.

1.26 Prices For Work. The City shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

1.27 **Monies May Be Retained.** The City may at any time refrain from any monies which would otherwise be payable hereunder so much thereof as the City may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damages and damages chargeable to the Contractor hereunder.

1.28 **Formal Acceptance.** The Contract Documents constitute an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the City.

1.29 **Progress Estimates.** Once a month, except as hereinafter provided, the City shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The City shall retain a percentage of such estimated value, as set forth under SPECIAL CONDITIONS, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract. The City shall pay monthly to the Contractor the balance not deducted and/or retained as aforesaid, except that payment may be withheld at any time, if in the judgment of the City, the work is not proceeding in accordance with the Contract. If the City deems it expedient to do so, it may cause estimates and payments to be made more frequently than once in each month. No progress estimate or payment need be made when in the judgment of the City, the total value of the work done since the last estimate amounts to less than the amount set forth under SPECIAL CONDITIONS.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component part, together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the Contract price for the item. This schedule shall be submitted by the Contractor for and must have the approval of the City before the first estimate becomes due.

If the City determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefore and if such materials and equipment are delivered and properly stored and protected, the cost to the contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the City, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the contractor to the City at the same time a Bill of Sale in form satisfactory to the City, transferring and assigning to the City full ownership and title to such materials or equipment.

1.30 **Partial Acceptance.** The City may, at any time, in a written order to the contractor (1) declare that they intends to use a specified part of the Work which, in their opinion, is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

Within forty-five (45) days after acceptance under this subsection, the City shall make an estimate, in writing, of the amount and value of the part of the Work, so accepted and shall pay said amount to the Contractor after deducting all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

Acceptance by the City under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the City and the Contractor.

The City shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the City will allow the Contractor reasonable access thereto to complete or correct items on the tentative lists.

1.31 Final Estimate and Payment. As soon as practicable (but not more than sixty- five (65) days) after final completion of the Work, the City shall make a final estimate, in writing, of the quantity of Work done under the Contract and the amount earned by the Contractor.

The City shall pay to the Contractor the entire amount found to be earned and due hereunder after deducting there from all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract. Except as in this subsection otherwise provided such payment shall be made not later than fifteen (15) days after, but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law, or, if such time is not specified by law, the expiration of thirty (30) days after the completion of the Engineer's final estimate.

All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

1.32 Liens. If, at any time, any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the City shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

1.33 Claims. If, at any time, there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the City may retain

from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or be reason thereof.

- 1.34 **Application of Monies Retained.** The City may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages liabilities, suits, judgments and awards incurred, suffered or sustained by the City and chargeable to the Contractor hereunder or as determined hereunder.
- 1.35 **No Waiver.** Neither the inspection by the City, nor any order, measurement, approval, determination, decision of certificate by the City for the payment of money; nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the City, nor any extension of time, nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the City, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the City shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by their subcontractors or by any other person or persons.
- 1.36 **Liability of City.** No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the City or any agent of the City and neither the City nor any agent of the City shall be liable for or be held to any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the City and of very agent of the City of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or on account of any act or neglect of the City or of any agent of the City or of any other person, arising out of, relating to or by reason of the Work, except the claim against the City for the unpaid balance, if any there be, of the amounts retained as herein provided.
- 1.37 **Guarantee.** The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection titled "Partial Acceptance," the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

1.38 Retain Money for Repairs. The City may retain out of the moneys otherwise payable to the Contractor hereunder a percentage of the amount thereof as set forth under SPECIAL CONDITIONS, and may expend the same, in the manner hereinafter provided in making such repairs, corrections or replacements in the Work as the City, in its sole judgment, may deem necessary.

If, at any time within the said period of guarantee, any part of the Work requires repairing, correction or replacement, the City may notify the Contractor in writing to make the required repairs, correction replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the City within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the City may employ other persons to make the same. The City shall pay the cost and expense of the same out of the amounts retained for that purpose. Upon the expiration of the said period of guarantee, provided that the Work at that time is in good order the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, correction or replacements, in the manner aforesaid, have been paid there from.

1.39 Cleaning Up. The Contractor, at all times, shall keep the site of the Work free from rubbish and debris caused by their operations under the contract. When the Work has been completed, the Contractor shall remove from the site of the Work all of their plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the Work and the site clean and ready for use.

1.40 Legal Address of Contractor. The Contractor's business address and their office at or near the site of the work are both hereby designated at places to which communications in a postpaid wrapper directed to the contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument, in writing, executed and acknowledged by the contractor and delivered to the City. Service of any notice, letter or other communication upon the contractor personally shall likewise be deemed sufficient service.

1.41 Modification or Termination. Except as otherwise expressly provided herein, the contract may not be modified or terminated except in writing signed by the parties hereto. The cost of the preparation of bid documents is considered a part of the cost of doing business and as such will not be reimbursed, regardless of circumstances.

SPECIAL CONDITIONS

SPECIAL CONDITIONS

- 1.1 Construction Warning Signs
- 1.2 Traffic Control
- 1.3 Access to Property
- 1.4 Conflict or Inconsistency
- 1.5 Percentage of Progress Payments to be Retained
- 1.6 Liquidated Damages
- 1.7 Waste Reduction/Energy Efficiency

- 1.1 **Construction Warning Signs.** All construction warning signs shall be erected in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways. All construction warning signs shall be erected and maintained by the Contractor at their own expense.
- 1.2 **Traffic Control.** For control of moderate traffic, the Contractor shall provide an adequate number of flagmen employed at their own expense.

Whenever and wherever, in the opinion of the Engineer, traffic is sufficiently congested or public safety is endangered, the Owner will furnish uniformed special officers to direct traffic and to keep traffic off the highway area affected by construction operations. Such officers shall be in addition to the watchmen, required under other provisions of the contract.

The employment or presence of traffic flagmen, special officers, or police shall, in no way, relieve the Contractor of any responsibility or liability, which is their under the terms of the Contract.

- 1.3 **Access to Property.** The Contractor shall maintain access to all properties whether over sidewalks or driveways through the use of ramps, bridges, or steel plating. Bridging is required for all properties where handicap accessibility must be maintained.

Temporary handicap ramps shall be constructed according to the Commonwealth of Massachusetts Architectural Barrier Board Regulations 521 CMR.

- 1.4 **Conflict or Inconsistency.** If there be any conflict or inconsistency between the provisions of the SPECIAL CONDITIONS and the provisions of the other Contract Documents, the provision of the SPECIAL CONDITIONS shall prevail. If there be any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the Contract Documents other than the SPECIAL CONDITIONS, the provisions of the AGREEMENT shall prevail.
- 1.5 **Percentage of Progress Payments to be Retained.** The percentage of value to be retained under that Subsection of the GENERAL CONDITIONS, entitled “Progress Payments”, shall be 5 percent.

1.6 **Liquidated Damages.** The Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner \$500 for each day that expires after the time specified.

1.7 **Waste Reduction/Energy Efficiency.** The City of Greenfield has a commitment to resource and energy conservation and the pursuit of renewable energy options. Greenfield was one of the first communities in the Commonwealth to be designated a “Green Community”. As part of this contract, the Contractor will provide a plan to reduce waste and conserve energy. This written plan will be provided as part of the contract.

APPENDIX A

SECTION 020800 - ASBESTOS ABATEMENT

SECTION 020800 - ASBESTOS ABATEMENT

PART I - GENERAL

1.01 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 – GENERAL REQUIREMENTS, which are hereby made a part of this section of the specifications.

1.02 DEFINITIONS

- A. The following definitions shall be applicable to this Section:

“Site”: Refers to Green River School located in Greenfield, Massachusetts as described by the Contract Documents and Drawings.

“Owner”: Refers to the City of Greenfield and their designated, authorized personnel.

“Consultant”: Refers to ATC Group Services LLC (ATC), 73 William Franks Drive, West Springfield, Massachusetts and their designated, authorized personnel.

“Asbestos Abatement Contractor”: Refers to the Contractor who has been awarded the contract for asbestos abatement work as outlined by this Section.

1.03 GENERAL REQUIREMENTS/QUALIFICATIONS

- A. All Asbestos Abatement work referenced herein shall be performed by a Massachusetts licensed Asbestos Abatement Contractor in accordance with Massachusetts Department of Labor and Industry (DLS) 453 CMR 6.0 Regulations.
- B. Qualifications of Asbestos Abatement Contractor
 1. Asbestos Abatement Contractor performing the abatement work of this section ("Asbestos Abatement Contractor") shall be an Asbestos Abatement Contractor licensed to perform asbestos operations in the State of Massachusetts. Asbestos Abatement Contractor shall submit license number and proof of licensure.
 2. The Asbestos Abatement Contractor shall also provide the project name, contact person and phone number of three (3) projects which were successfully completed of similar size and scope within the last two (2) years. Each project shall have been completed in good standing and the work performed by the Asbestos Abatement Contractor for each project resulted in no work violations/citations, contract delays, contract extensions/disputes or litigation. Failure to provide this information and/or meet the approval of these qualifications by the Owner may result in rejection of the Asbestos Abatement Contractor.
 3. The Owner, Architect or Consultant shall also reserve the right to research and utilized other information received from any other projects completed by the Asbestos Abatement Contractor not provided under 1.03 B (2) above, regardless of the date completed, location or circumstances resulting from the outcome of their work. The Owner shall reserve their right to reject the Asbestos Abatement Contractor based upon this review, for any reason, if found to be in the best interest of the Owner.

NOTE: The Asbestos Abatement Contractor shall not be authorized to begin work until all credentials outlined above are reviewed and approved by the Consultant and Owner.

1.04 DESCRIPTION OF WORK

- A. Work: This section details all areas where asbestos abatement work is to be performed and lists areas requiring special protection during the abatement work. The Asbestos Abatement Contractor shall furnish all labor, materials, services, training, insurance, and equipment as needed to complete removal of asbestos-containing and asbestos-contaminated materials located as indicated below. The Asbestos Abatement Contractor shall follow all Federal, State and local ordinances, regulations and rules pertaining to asbestos, including its abatement, storage, transportation and disposal.
- B. Quantity estimates have been provided for bidding purposes. However, it shall be the Asbestos Abatement Contractor's responsibility to verify all quantity estimates in preparation of their bids, including the location and conditions of all asbestos-containing materials to be abated under this contract. No additional compensation and/or contract time shall be granted to the Asbestos Abatement Contractor for failure to perform this requirement and no compensation shall be granted for variations in the quantities presented herein. Full access to the site has been granted during the bidding process for this purpose.
- C. The following Scope of Work and Requirements shall be applicable for asbestos abatement work at the site:
1. All Asbestos Abatement work shall take place in accordance with the provisions outlined herein as well as current local, state and federal regulations. No additional compensation shall be granted to the Asbestos Abatement Contractor for compliance with applicable laws when performing the abatement work at the site. This shall include any regulatory requirements that mandate additional or more restrictive containment and abatement procedures than what has been presented herein.
 2. The Asbestos Abatement Contractor shall be responsible for all demolition work required in order to access all asbestos materials for abatement. All demolition debris shall be disposed of as asbestos (unless otherwise directed by the Consultant).
 3. Coordination shall exist between the abatement under this Section and the disconnection of existing electrical, plumbing or fire suppression equipment within the building by the Owner.
 4. All removal procedures shall take place under full containment and a three-stage decontamination unit under negative pressure.
 5. With regards to the variance from requirements on polyethylene sheeting on "impervious wall" surfaces, the Asbestos Abatement Contractor shall be required to adhere to all requirements outlined by DLS regulations governing work area set-up for asbestos abatement. The Asbestos Abatement Contractor shall take full responsibility including all costs associated with approval and/or denial of such actions (i.e. non-use of polyethylene) if determined to be non-compliant by the Consultant and/or a state or federal agency. If the variance is denied or discontinued by said parties; the Asbestos Abatement Contractor shall proceed with installation of polyethylene sheeting on such surfaces at no additional cost to the Owner.
 6. The following requirements shall be applicable for removal of all flooring materials at the site:
 - Removal of existing floor tile and associated mastic shall include all layers of floor tile(s) and associated mastic/backing, levelastic, grout, caulking, etc. (regardless of thickness) down to the existing concrete floor.

- This shall also include any layers of plywood or other underlayment materials as well. If the plywood or underlayment is stained with mastic it shall be removed and disposed of as asbestos waste.
- Removal shall also include all cove base and mastic throughout each area. All visible staining shall also be removed from the walls. All material to be disposed of as ACM.
- The Asbestos Abatement Contractor shall remove the material by either manual or mechanical means.
- 100% of the mastic will be required to be removed from the floor substrate (i.e. no visible staining or material within cracks).
- Removal of the mastic utilizing chemical will NOT be permitted.
- The existing locker doors in the Hallway shall be removed (without damage) and turned over to the Owner.
- Any damaged caused to the floor or walls as a result of the abatement shall be repaired by the Asbestos Abatement Contractor at no additional cost to Greenfield Public Schools.
- At locations where the floor tile is located beyond the limits of work specified herein, (i.e. into the hallway or adjacent rooms) removal shall include the tile up to the first non-asbestos 12” x 12” tile. The tile shall be “squared off” in a professional manner to allow for new replacement tile to be installed by the Owner. Any damaged to tiles to remain beyond that point resulting from the Abatement work shall be replaced at no cost by the Asbestos Abatement Contractor.

7. Refer to Attachment A (Table 1.0) for a summary of materials that require abatement at the site.

1.05 ALTERNATES

Not Applicable

1.06 SUBMITTALS

A. In addition to items required by other sections of the Project Manual, the following submittals are required for review and approval by the Architect on/or before the Pre-Construction Meeting:

1. Copy of Massachusetts DLS Asbestos Abatement Contractor's License.
2. Copies of the Asbestos Notification.
3. Chain-Of-Command list of all personnel on-site and emergency contact person(s).
4. Work plan which dictates all removal procedures to be implemented.
5. Name of proposed waste hauler for asbestos including a copy of the Waste Shipment Record to be used.

B. In addition to the items required by other sections of the Project Manual, the following submittals are required for final payment

1. Copy of Waste Shipment Records
2. Contractor's Close-Out Package

1.07 CODES AND STANDARDS

- A. All work shall conform to the standards set by applicable Federal, State and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract, and as may be required by subsequent regulations. In addition to any detailed requirements of the Specification, the Asbestos Abatement Contractor shall at his own cost and expense comply with all laws, ordinances, rules and regulations of Federal, State, Regional and Local Authorities regarding handling and storing of asbestos waste material. This includes all applicable OSHA regulations.
- B. All regulations and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited State, Federal, or local regulations, the more restrictive or stringent requirements shall prevail. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the Asbestos Abatement Contractor's responsibility to know, understand, and abide by all such regulations and common practices.

1.08 FEES, PERMITS & LICENSES

- A. The Asbestos Abatement Contractor shall pay all licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or process in the performance of the work specified in this section. The Asbestos Abatement Contractor shall be solely responsible for costs, damages, or losses resulting from any infringement of these patent rights or copyrights. The Asbestos Abatement Contractor shall hold the Owner and Consultant harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights. If the Contract Specification requests the use of any product, design, invention, or process that requires a licensing, patent or royalty fee for use in the performance of the job, the Asbestos Abatement Contractor shall be responsible for the fee or royalty fee and shall disclose the existence of such rights.
- B. Asbestos Abatement Contractor shall be responsible for costs for all licensing requirements, where applicable and notification requirements and all other fees related to the Asbestos Abatement Contractors ability to perform the work in this Section.
- C. Secure all necessary permits for work under this Section, including hauling, removal, and disposal, fire, and materials usage, or any other permits required to perform the specified work.

1.09 CLEANING

- A. Maintain the work site in a neat and orderly manner at all times, so as not to interrupt or infringe upon the work of other trades. Perform all final cleaning of abatement work areas as required by this Section and Massachusetts Regulations to the approval of the Owner's Consultant. Upon completion of work in any given area, Asbestos Abatement Contractor shall remove all material and equipment associated with the work, not necessary to complete other phases of the work in that area.
- B. Comply with all requirements for final clearance and release of a work area as described in this Section and required by the Massachusetts Regulations prior to take down of polyethylene and area clean-up.

1.10 COORDINATION

- A. Extend full cooperation to Owner in all matters involving the use of Owner's facilities. At no time shall the Asbestos Abatement Contractor cause or allow to be caused conditions, which may cause risk or hazard to the general public, or conditions that might impair safe use of the facility.

- B. Coordinate the work of this section with that of any other trades or contractors working in the building shall be directed by the Owner and at the express consent of the Owner. Phasing and scheduling of this project will be subject to the approval of the Owner and Consultant. The work of this Section shall be scheduled and performed so as not to impede the progress of the project as a whole. Work shall not proceed in any area without the express consent of the Owner and Consultant. The Asbestos Abatement Contractor shall be available within 24 hours' notice for additional work if after acceptance of the work it is found that full abatement was not achieved from the initial work effort as determined by the Owner or Consultant.
- C. Complete Asbestos activities in the phases of the final schedule agreed upon by the Owner and Consultant.

1.11 SUBSTITUTION OF MATERIALS OR METHODS

- A. Owner and Consultant approval is required for all modifications to methods, procedures, and design, which may be proposed by the Asbestos Abatement Contractor. It is the intent of these documents to allow the Asbestos Abatement Contractor to present alternative methods to the abatement processes herein, for review by Owner and Consultant. Any such modifications or substitutions to methods, procedures, or design shall comply with applicable regulations. Asbestos Abatement Contractor shall submit the proposed modification or substitution in accordance with the requirements of the General Conditions, and no later than five (5) working days prior to planned commencement of proposed modification, for review and approval.
- B. Unless requests for modification or substitution are made in accordance with the above instructions and the instruction of the General Conditions, supported by sufficient proof of equality, Asbestos Abatement Contractor shall be required to furnish the specifically named or designed items, methods or procedures designated in this Section.
- C. If the modification or substitution necessitates changes or additional work, same shall be provided and the Asbestos Abatement Contractor shall assume the cost and the entire responsibility thereto unless performed under the approved Change Order Process.
- D. The Owner and Consultant's permission to make such substitution shall not relieve the Asbestos Abatement Contractor from full responsibility for the work.

1.12 SITE SECURITY

- A. The Asbestos Abatement Contractor is responsible for performing all work under this contract without contaminating the building environment with asbestos fibers. This includes interiors of duct work, outside containment locations, machinery and equipment and any other release into unregulated spaces. The Asbestos Abatement Contractor is responsible for making right and clean-up of any such contamination if found to be present.
- B. The Asbestos Abatement Contractor will be responsible for the security of the abatement area, allowing only authorized personnel into the area, and securing assigned entrances and exits with locked doorways at the end of the work day. Signs will be posted prior to asbestos removal as required in 29 CFR 1926.1101.

1.13 PROJECT MONITOR

- A. The Owner has retained ATC as their Consultant for the technical advisement and project management during the Project. In addition, ATC will perform project monitoring services during abatement activities. The Contractor shall regard ATC's direction, as authoritative and binding as provided herein, in matters outlined by this Section.

- B. ATC's licensed Project Monitor, acting as the Owner's Representative, will perform monitoring of Contractor work practices and performance, inspection of the worksites, and air sampling and analysis for each phase of the asbestos removal project. Quality control and testing criteria has been established in these specifications, and will be strictly enforced. ATC's Project Monitor will review matters relating to safety, interpretation of the specifications, and scheduling of work, and will make decisions upon consultation with the Owner.

1.14 TEMPORARY FACILITIES

- A. Use of Owner provided facilities shall be coordinated through the Owner.

PART II - PRODUCTS

2.01 MATERIALS

- A. All materials and equipment proposed to be used on this project shall be subject to the acceptance of the Owner and Consultant. The Asbestos Abatement Contractor shall comply with local, state and federal regulations pertaining to the selection and use of materials and equipment on this project. Upon request, the Asbestos Abatement Contractor shall provide a submittal on all materials and equipment to be used for review and approval by the Architect and Consultant prior to commencement of the work.

PART III - EXECUTION

3.01 PREPARATION

- A. Critical Barriers: Prior to any masking and sealing operations which will make up the asbestos removal work area, windows, doors, openings, ducts, drains and vents will be masked and sealed with a minimum of one layer of six (6) mil polyethylene sheeting. Large openings to occupied areas, such as open doorways, hallways, passageways and major openings shall be sealed with permanent, solid construction materials and made air tight in accordance with DLS regulations 453 CMR 6.00. Voids in the walls and ceilings that are due to penetrations of conduits and pipes shall be sealed with a fire retardant spray foam. Exposed electrical panels in work areas will be shut off when possible, and masked and sealed with a minimum of two (2) layers of six (6) mil polyethylene and duct tape.
- B. Decontamination Chambers: It is the Asbestos Abatement Contractor's responsibility to provide Decontamination Chambers consisting of an equipment room, shower and clean room for personnel involved in asbestos removal. The Chamber shall be masked and sealed with two layers of six mil polyethylene sheeting with flaps between each room. Each of the three rooms will be of a sufficient size to accommodate the Asbestos Abatement Contractor's contaminated personnel and related equipment. The rooms will be framed, masked, sealed and attached and sealed to the entry/exit ways of asbestos worksites. Adequate heat and light will be safely provided. The Asbestos Abatement Contractor shall provide a minimum of one water heater per work area decontamination chamber. Waste water will be filtered by 20 micron and 5 micron filters in series prior to discharge.

3.02 ABATEMENT PROCEDURES

- A. General: The following paragraphs detail the work requirements for the regulated area. Workers shall wear tyvek suits and respiratory protection for all removals.
 - B. Masking and Sealing
 - 1. Critical Barriers

- a. Prior to any masking and sealing operations which will make up the asbestos removal work area, windows, doors, openings, ducts, drains and vents will be masked and sealed with a minimum of one layer of six (6) mil polyethylene sheeting. Voids in the walls and ceilings that are due to penetrations of conduits and pipes shall be sealed with a fire retardant spray foam. Large opening to occupied areas, such as open doorways, hallways, passageways and major openings shall be sealed with permanent, solid construction materials and made air tight in accordance with DLS regulations 453 CMR 6.00.
- b. In areas where drains or sump pumps are located, primary filters will be placed in drain and openings sealed with 6 mil polyethylene sheeting, in addition to floor masking and sealing requirements.
- c. Any furniture, fixtures, or stored material that cannot be removed or that must remain in the work area will be covered, masked and sealed with a minimum of one layer of six (6) mil polyethylene sheeting. If the surfaces of these materials are determined to be contaminated with asbestos fibers, the Contractor shall remedial clean them prior to masking and sealing.
- d. Exposed electrical panels in work areas will be shut off when possible, and masked and sealed with a minimum of two (2) layers of six (6) mil polyethylene and duct tape.

2. Full Containment:

- a. Unless otherwise specified, floors and walls will be masked and sealed with two layers of six mil polyethylene sheeting with a minimum overlap of two feet at seams and up walls. Where it is necessary to mask and seal ceiling areas, a minimum of two layers of four mil polyethylene sheeting will be used.
- b. The floors shall be covered first and the flooring plastic shall extend up on the walls. The walls shall then be covered with plastic from ceiling to floor level, thus overlapping the floor plastic. The floor shall then be covered with the second layer of plastic, the plastic extended up the walls and the edges sealed to the wall plastic. The walls shall then be covered with a second layer of plastic from ceiling to floor level, thus overlapping the second layer of floor plastic. The bottom portion of the wall plastic shall thus be sandwiched between the layers of the floor plastic. If the floor or wall plastic necessitates seams, the seams in successive layers of plastic sheet shall be staggered so as to reduce the potential for water or asbestos to penetrate through the covering.
- c. The two separate layers of six-mil polyethylene sheeting on walls and floors shall constitute the primary and secondary containment barriers, respectively. This containment, along with the decontamination chamber, will constitute full containment, and will isolate the contained worksite from surrounding areas except where air must enter the worksite due to the use of exhaust equipment.

3. Mini-Containment:

- a. Unless otherwise specified, floors and walls will be masked and sealed with a minimum of two layers of six mil polyethylene sheeting with a minimum overlap of 12 inches at seams and up walls. No seams shall be located at the wall-to-floor joints.
- b. Where it is necessary to mask and seal ceiling areas, a minimum of two layers of four mil polyethylene sheeting will be used.

- c. A two stage decontamination unit shall be erected at the entrance to the mini-containment for work involving <25 SF/LF of ACM. If greater, a 3 stage decontamination unit shall be required.
 - d. Negative pressure shall also be required for all removal activities.
- C. Personal Air Sampling: Daily personal and excursion sampling will be the responsibility of the Contractor to check personal exposure levels versus respiratory protection and to check work practices. At least 25% of the workers in each shift, but not less than 2, shall be sampled. The Contractor is responsible for his own personal sampling as outlined in OSHA Regulation 1926.1101. The Contractor shall post the personal air sample results within 24 hours.
- D. Remedial Cleaning: Remedial cleaning of horizontal surfaces, ledges, and equipment will be required prior to masking and sealing operations of work areas. Cleaning will be done using HEPA vacuums and wet methods. Determinations of additional remedial cleaning will be made on the basis of hazard potential to workers and the outside environment relating to setup and masking and sealing operations (as deemed by the Consultant). Respiratory protection and protective clothing will be required for the cleaning. Prior to remedial cleaning negative air filtration units and a three stage decontamination shall be in place and running and all wall and ceiling penetrations shall be sealed with fire retardant spray foam.
- E. Decontamination Chambers: The Contractor shall construct a decontamination chamber in accordance with local, state and federal regulations governing asbestos abatement.
- F. Negative Air Filtration: The Contractor shall establish negative pressure air filtration within the work areas. The Contractor shall install, operate, and maintain a sufficient number of Negative Air Filtration Units (NAFU's) to meet the requirements of local, state and federal regulations.
- G. Removals: Removal of asbestos containing materials, unless specified otherwise, will be performed using negative air filtration techniques, wet methods, attached three stage decontamination chambers, the masking and sealing of openings, ducts and vents, full two-layer plastic containment's and the encapsulation of post removal surfaces. Removals will be as indicated and as specified herein, and will be performed in a neat and workman like manner to the limits indicated or specified. Asbestos will be consistently and thoroughly wetted with a fine spray of amended water and will be carefully removed and immediately placed in approved and properly labeled six mil polyethylene disposal bags. Asbestos residual materials will be diligently scraped or brushed from surfaces. After brushing and scraping, surfaces will be free of visible debris and fibers and surfaces will be HEPA vacuumed clean.
- H. Visual Inspections: Work areas shall pass a visual inspection conducted by the Site Supervisor responsible for the project and the Owner's Project Monitor (i.e. Consultant). The criterion for this inspection will be the absence of visible debris in accordance with ASTM standard E1368-90. A certificate of visual inspection will be signed by the Project Monitor and the Site Supervisor after final inspection clearance. The Contractor will be responsible for the costs of visual inspection and testing required for any work which fails clearance air quality criteria.
- I. Encapsulation: A bridging encapsulant/lockdown sealant will be applied to remaining surfaces in direct contact with removal operations, polyethylene sheeting and on any porous surfaces within the work site. The chosen encapsulant must be compatible with the replacement materials and conform to the proper edition of applicable fire and electrical standards.
- J. Work Completion: Final air clearance testing shall be performed by the Project Monitor for all areas.

3.03 DISPOSAL

- A. Packaging: Prior to post-abatement inspection, asbestos- containing waste material (ACWM) shall be packaged in sealed double containers and removed from the work area to a specified transportation vehicle or a designated holding area approved by the Owner. At the end of each work day the Asbestos Abatement Contractor shall remove the debris accumulated during that day's work activities using procedures outlined in the Specifications. The Asbestos Abatement Contractor shall provide a daily tally of all bags removed.

- B. Temporary Storage of Waste: An area for temporary storage of ACWM must be approved by the Owner. ACWM must be stored in a restricted area (enclosed by a chain-link fence) and must be in an **enclosed container** which is posted with asbestos signs and secured whenever not in use. ACWM shall NOT be store outside the building on the ground, pavement areas or other non-enclosed area. ACWM waste material shall be loaded into a waste transportation vehicle/dumpster and hauled away as soon as there is a sufficient quantity available for direct transportation to the approved disposal site. ACWM waste shall **NOT** be transferred back to the Asbestos Abatement Contractor's yard/facility. ACWM shall only be stored at:
 - 1. An approved refuse transfer station facility permitted or that is managing such wastes in accordance with 310 CMR 19.061 and/or;
 - 2. The site of generation of the asbestos abatement activity.

Note: All ACWM shall be shipped from the site for disposal within 30 days after completion of the work and acceptance of a final visual inspection by the Consultant.

- C. OSHA/EPA labeling: Asbestos warning labels having permanent adhesive and waterproof print, or being permanently printed on the container, shall be affixed to the outside of all asbestos containers, and each inside bag. Labels will be conspicuous and legible and shall contain the following warning:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATH DUST
AVOID CREATING DUST

The Asbestos Abatement Contractor is directed to properly label each waste bag in accordance with the latest NESHAP standard, Section 61.150, with the following information:

SITE OWNER'S NAME
SITE NAME

- D. DOT labeling and marking: A DOT "class 9" shipping label and DOT mark shall be applied to or be printed on each packaging of ACWM.

- E. Waste Transportation: All ACWM waste shall be containerized pursuant to 310 CMR 7.15 prior to being transported. All ACWM waste shall be transported in totally enclosed vehicles or containers that are designed, constructed, and operated to prevent spills, leaks or emissions. All ACWM waste shall be transported in compliance with 40 CFR Part 61 and applicable Department of Transportation (DOT), OSHA and local regulations. Each vehicle transporting asbestos-containing waste shall be marked with asbestos danger signs during loading and unloading of the waste, in accordance with the NESHAP, 40 CFR 61.150.

- F. Asbestos waste shipment records: The Asbestos Abatement Contractor shall prepare the waste shipment records for disposal of the ACWM. **All ACWM waste shall be shipped on an approved "Asbestos Waste Shipment Record". A copy of the Asbestos Waste Shipment Record to be used for disposal shall be provided to the Owner for review and approval. A representative from the Owner shall sign-off as "Generator" on the Asbestos Waste Shipment Record for each shipment leaving the site.**
- G. The following information shall be included on the waste shipment record for each and every load of ACWM transported off-site:
1. The name, address and telephone number of the owner/operator of the facility or dumping ground where asbestos abatement activities have occurred;
 2. The quantity and type (friable or non-friable) of the ACWM in cubic meters (cubic yards) and a description of the container used for shipment;
 3. The name, address and telephone number of the person who conducted any asbestos abatement activity;
 4. The name and telephone number of the disposal site operator;
 5. The name and physical location of the disposal site;
 6. The date transported;
 7. The name, address, and telephone number of the transporter(s);
 8. Certification by the owner/operator of the facility or dumping ground where asbestos abatement activities have occurred/where asbestos waste was generated that the contents of each shipment have been characterized, packaged, marked and labeled in accordance with 310 CMR 7.15;
 9. Signature of each transporter confirming the contents of each shipment are in all respects in the proper condition for transport according to applicable international, federal, state and local regulations;
 10. Signature by the receiving disposal facility confirming that: i) the quantity of ACWM listed on the waste shipment record is the same as the quantity accepted for disposal; and ii) it holds appropriate permits and/or authorizations to accept for disposal ACWM described on waste shipment records.

Note: The final waste shipment records (with signature of acceptance at the landfill) for disposal of ACM from the project site shall be received by the Owner within 35 days of shipment from the site.

3.04 QUALITY CONTROL AND TESTING

- A. The Asbestos Abatement Contractor shall be responsible for achieving acceptable visual and final air clearance testing for ALL abatement areas as follows:
- Clearance inspection: ATC's Project Monitor shall inspect the work area and surrounding areas for clearance using visual and physical methods, prior to clearing the project for air monitoring clearance procedures.
 - Post-abatement Clearance Air Monitoring: For each abatement areas, post abatement clearance air samples will be taken when a visual inspection by the Project Monitor detects no visible debris, and surfaces are encapsulated and dry. Transmission Electron Microscopy (TEM) clearance testing will be performed to confirm the completion of removal. All clearance testing shall be performed in accordance with state of Massachusetts and EPA "Asbestos Hazard Emergency Response Act" (AHERA) Regulations. The work areas shall be considered complete if the following criteria is met:
 1. Containment's cleared and samples analyzed by Transmission Electron Microscopy (TEM): The average concentration of asbestos on the five inside

containment samples in not statistically different (as determined by the Z-test calculation found in Appendix A of 40 CFR 763 Subpart E) from the average asbestos concentrations of the five outside containment samples, and average asbestos concentrations of the three field blanks are below the filter background level of 70 structures per square millimeter (70/smm).

Note: Should results indicate a fiber concentration greater than the clearance criteria stated above or if the visual inspection fails, the Asbestos Abatement Contractor shall reclean the entire work at no additional cost to Owner, utilizing the methods specified in this section. The Asbestos Abatement Contractor shall pay for all additional testing and inspections until the clearance level is achieved as per this Section. The cost of additional testing and inspection shall be paid by the Asbestos Abatement Contractor by subtracting the cost for analysis and inspector's time from the Contract total. This shall also include resampling of any areas where air cassettes became overloaded due to construction activities.

ATTACHMENT A

SUMMARY OF ASBESTOS-CONTAINING MATERIALS (TABLE 1.0)

**TABLE 1.0
SUMMARY OF ACM TO BE ABATED**

LOCATION	MATERIAL	QUANTITY	NOTES
Secretary Office and Bathroom	Floor Tile and Mastic	290 SF	Includes cove base & Mastic
Principal Office and Bathroom	Floor Tile and Mastic	290 SF	Includes cove base & Mastic
Hallway Lockers (2)	Floor Tile and Mastic	72 SF	Includes cove base & Mastic
Air Return (Hallway)	Floor Tile and Mastic	10 SF	Includes cove base & Mastic
Door Threshold 021	Floor Tile and Mastic	3 SF	Includes cove base & Mastic
Door Threshold 026	Floor Tile and Mastic	3 SF	Includes cove base & Mastic
Classroom 025 & Closet	Floor Tile and Mastic	990 SF	Includes cove base & Mastic
Classroom 005 & Closet	Floor Tile and Mastic	980 SF	Includes cove base & Mastic
Classroom 006 & Closet	Floor Tile and Mastic	980 SF	Includes cove base & Mastic

APPENDIX B

MASSACHUSETTS PREVAILING WAGE RATES