



William F. Martin  
Mayor

City known as the Town of  
**GREENFIELD, MASSACHUSETTS**

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**DEPARTMENT of CENTRAL MAINTENANCE**

**GEORGE VANDELINDER**

**Director**

Town Hall • 14 Court Square • Greenfield, MA 01301

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**RFQ TITLE: EXTERIOR PAINTING OF NORTH WING  
GREENFIELD PUBLIC LIBRARY**

**RFQ #: 15-02**

**Date of Issuance: September 3, 2014 at 9:00AM**

**Bid due date: September 17, 2014 at 4:00 PM**

**Submit to: Audrey LaBonté  
Office of the Mayor  
City of Greenfield  
14 Court Square  
Greenfield, Ma 01301**

**Contact: George VanDelinder  
Director, Central Maintenance  
City of Greenfield  
14 Court Square  
Greenfield, MA 01301  
[GeorgeV@greenfield-ma.gov](mailto:GeorgeV@greenfield-ma.gov)**

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## Advertisement for Bidders

**City of Greenfield  
Office of the Mayor  
14 Court Square  
Greenfield, MA 01301**

The City of Greenfield is soliciting quotes to repaint the exterior of the north wing and chimneys of the Greenfield Public Library. This work will include lead paint remediation.

As of 9:00 a.m. on Wednesday, September 3, 2014, copies of this request for quotes may be obtained from the City of Greenfield website at [www.Greenfield-ma.gov](http://www.Greenfield-ma.gov) under “Departments”, “Purchasing”, “Active Bids/RFQ/RFP” or electronically from the Purchasing Department of the City of Greenfield at [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov). Hard copies may be obtained by calling A. LaBonté at 772-1560 x-136.

Written quotes addressed to the Office of the Mayor, 14 Court Square, Greenfield, MA 01301 and endorsed “#15-02 Exterior Painting of North Wing, Greenfield Public Library” will be accepted until 4:00PM on September 17, 2014.

A pre-bid site visit is scheduled for Tuesday September 9 at 9:00 AM behind the Library located at 402 Main Street in Greenfield.

All questions and requests for clarification to this bid spec must be directed in writing to:

George Van Delinder  
Director of Central Maintenance and City Representative  
20 Sanderson Street  
Greenfield, MA 01301  
Email: [georgev@greenfield-ma.gov](mailto:georgev@greenfield-ma.gov)

# SECTION 1

## INFORMATION FOR BIDDERS

The Central Maintenance Department of the City of Greenfield is requesting quotes from qualified contractors for the removal of lead paint on the exterior windows, walls, and soffits of the north wing of the Greenfield Public Library and the application of new paint. Work also includes the preparation and painting of two chimneys and installation of new gutter.

### 1.1 **PROJECT SITE**

All work of this contract is located at 402 Main Street, Greenfield.

Work on this project must meet the requirements of all applicable city, local, and state codes, laws and ordinances

### 1.2 **PERMITS AND INSURANCE**

Contractor is responsible for obtaining appropriate permits and must provide proof of insurance as described in Attachment C.

### 1.3 **BID DOCUMENTS**

The Advertisement for Bidders, SCOPE OF THE WORK, and forms for Bid, may be obtained via the City's website at [www.greenfield-ma.gov](http://www.greenfield-ma.gov); departments; purchasing; active bids or at the Office of the Mayor, City Hall, 14 Court Square, Greenfield, MA 01301 or by calling the Purchasing department at 413-772-1560 x-136.

### 1.4 **QUESTIONS REGARDING 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 Contract Documents, or the equality or use of products or methods other than those designated or described in the specifications. Any information given to bidders other than by means of the 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 City or the Engineer on account thereof.

Any questions shall be submitted in writing one of two ways to the City Representative at least 3 days before the established date for receipt of quotes. They may be sent electronically via e-mail and directed to [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov). In the subject line of the e-mail put "**Question-Greenfield Library North Wing Painting Project**". Alternatively, they may be faxed to 413- 772-1519 Attn: G VanDelinder. All submissions must contain the name of the person asking the question, company name, address, phone number and email address. Failure to provide the correct information in the email will deem the question unanswerable, and it will not be considered as part of any addenda.

If the question involves the equality or use of products or methods it must be accompanied by 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 bid deadline; such products will be considered when offered by the Contractor for incorporation into the Work.

The Director of Central Maintenance will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his/her sole judgment are appropriate or necessary and his/her decision regarding each. At least three days prior to the receipt of bids, he/she will send a copy of these Addenda to those prospective bidders *known* to have taken out sets of the Contract Documents and will post them on City of Greenfield website at [www.greenfield-ma.gov](http://www.greenfield-ma.gov) under the Purchasing Department.

1.5 **QUOTE SUBMISSION**

Quotes marked “**Greenfield Library North Wing Painting Project**” must be submitted to the Office of the Mayor, 14 Court Square, Greenfield, Massachusetts **by 4:00PM on Wednesday, September 17, 2014**. All quotes must be upon the blank form annexed hereto, state the proposed total cost of the work, both in words and in figures, and be signed by the bidder with his business address and place of residence. Quote submissions must also include:

- A Certificate of Non-Collusion signed by the individual submitting the quote
- A Certificate of Tax Compliance signed by the individual submitting the quote
- Certificate of Insurance (See Attachment C)

1.6 **EXECUTION OF AGREEMENT:**

The bidder whose quote is accepted will be notified by letter and agrees to duly execute the AGREEMENT, after notification, for a period ending as specified on bid proposal forms.

1.7 **TIME FOR COMPLETION:**

The work of this Contract shall commence within fifteen (15) working days from date agreement is signed and shall be substantially completed to the satisfaction of the Owner within 30 working days except as the work may be interrupted by weather or other adverse conditions as mutually agreed to by the City and the Contractor (see paragraph 15 in Attachment F for further clarification). In the event that the work is interrupted by weather, the Contractor will secure the site to the satisfaction of the City.

1.8 **COMPARISON OF QUOTES:**

Quotes will be compared and awarded to the responsible contractor offering the lowest-priced quotation. In the event there is a discrepancy in the bid between the unit prices written in words and figures, the prices written in words shall govern. The City agrees to examine and consider each quote submitted in consideration of the bidder’s agreements, as hereinabove set forth and as set forth in the quote.

1.09 **DISPUTES:**

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

1.10 **PREVAILING WAGE RATES:**

This is a prevailing wage project as required under M.G.L. c.149. The prevailing wage schedule is attached.

1.11 The City reserves the right to revoke this contracted AGREEMENT in writing with two weeks’ notice, if the Contractor is clearly not performing services required in the Contract in a timely or workmanlike manner.

1.12 **OSHA TRAINING CERTIFICATION:**

As of July 1, 2006, any person submitting a bid for, or signing a contract to work on, a construction contract estimated to cost more than \$10,000 must provide certain certifications in the bid or contract pertaining to the completion by all employees to be employed at the worksite and in the work of a construction safety and health course that is at least ten hours in duration and has been approved by the United States Occupational Safety and Health Administration (OSHA).

Since Contractor employees will be exposed to lead paint, all contractor employees assigned to work on this project must have completed the required training specified in Paragraph 1.6 of Attachment G.

1.13 **Pre-Bid Site Visit**

A mandatory pre-bid site visit is scheduled for Tuesday, September 9, 2014. Bidders should be at the rear of the public library promptly at 9:00AM on that date.

**SECTION 2**  
**QUOTE SHEET**

\_\_\_\_\_  
Bidder's Name

To the City of Greenfield, Massachusetts, (hereinafter called the "Owner"):

Gentlemen:

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 Contract Documents (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish all equipment, 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 the Owner as herein set forth.

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

**ITEM 1: EXTERIOR PAINTING OF NORTH WING, GREENFIELD PUBLIC LIBRARY, PROJECT # 15-02**

\_\_\_\_\_ **Dollars and** \_\_\_\_\_ **cents** \_\_\_\_\_  
(Write in words and numbers)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this quote 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.

By: \_\_\_\_\_  
(Printed name and title of authorized representative)

(SEAL)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(City, State, Zip)

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.)

**RFQ 15-02**

**ATTACHMENT A**

**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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Printed or typed name of person signing

\_\_\_\_\_  
Company or Corporation Name

**RFQ 15-02**

**ATTACHMENT B**

**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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Printed or typed name of person signing

\_\_\_\_\_  
Company or Corporation Name

# ATTACHMENT C

## INSURANCE REQUIREMENTS

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 General Liability Insurance covering Bodily Injury and Property Damage as follows:

### **Limits of Liability:**

Bodily Injury *	\$300,000 each person \$500,000 each occurrence \$500,000 aggregate products
Property Damage *	\$100,000 each occurrence \$100,000 aggregate operations \$100,000 aggregate protective \$100,000 aggregate products \$100,000 aggregate contractual

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

The Comprehensive General 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 himself with his own employees, called "premises operations."
2. Work performed by his 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. Comprehensive Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:

### Limits of Liability

Bodily Injury	\$300,000 each person \$500,000 each accident
Property Damage	\$100,000 each accident

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.

- D. Since lead paint remediation is involved, Contractor must have Pollution Control Liability insurance (CPL) which names the City as an additional insured with limits of \$1,000,000 Occurrence/\$3,000,000 General Aggregate.
- 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.

**SECTION D**  
**PREVIALING WAGE SCHEDULE**

## SECTION E

### SCOPE OF WORK

#### BUILDING BRICK

- Remove existing lead paint according to attached abatement procedures
- Remove any traces of vines and suckers
- Inspect brick for any missing mortar and repoint as necessary.
- Fully prime entire exterior with Benjamin Moore MooreStyle alkyd primer or equivalent.
- Apply topcoat using Benjamin Moore MooreStyle exterior acrylic latex paint or equivalent. Color to be Benjamin Moore Dunmore Cream.

#### WOOD WINDOWS AND TRIM

- Remove existing lead paint according to attached abatement procedures
- Remove any traces of vines and suckers
- Reglaze windows as needed before priming.
- Replace caulk around window casings as needed before priming.
- Fully prime entire exterior of wooden windows and trim with Fiberlock 5801 White LBC Type III Interior/Exterior encapsulant coating or equal.
- Prime metal casement windows on south side, first floor with Fiberlock 5801 White LBC Type III Interior/Exterior encapsulant coating or equal.
- Vinyl windows on south side, basement floor will not be painted.
- Apply topcoat using Benjamin Moore MooreStyle exterior acrylic latex paint or equivalent. Color to be Benjamin Moore Linen White for trim, Contractor to color match existing green on windows.

#### SOFFITS

- Remove existing gutter and downspout from soffit on north side and haul away.
- Remove existing lead paint according to attached abatement procedures
- Remove any traces of vines and suckers
- Fully prime entire soffits with Fiberlock 5801 White LBC Type III Interior/Exterior encapsulant coating or equal.
- Apply topcoat using Benjamin Moore MooreStyle exterior acrylic latex paint or equivalent. Color to be Benjamin Moore Linen White.
- Install new seamless aluminum gutter full length of soffit on north side with downspout located on northwest corner only. Provide 45 degree elbow approximately three (3) feet from ground and extend from elbow to ground with additional downspout.
- Prepare the aluminum surface for painting with an etching type metal primer followed by a topcoat of Benjamin Moore MooreStyle exterior acrylic latex paint or equivalent. Color to be Benjamin Moore Linen White.

#### CHIMNEY

- Two chimneys exist that require painting. One large chimney is located on the north side of the main wooden building. The other small chimney is located on the roof of the main wooden building just east of the north wing being painted.
- Remove existing lead paint according to attached abatement procedures
- Remove any traces of vines and suckers
- Inspect brick for any missing mortar and repoint as necessary.
- Prime exposed areas of brick with Benjamin Moore MooreStyle alkyd primer or equivalent.
- Apply topcoat using Benjamin Moore MooreStyle exterior acrylic latex paint or equivalent. Color to be Benjamin Moore Dunmore Cream.

**END OF SCOPE**

## ATTACHMENT F

### GENERAL CONDITIONS

- 1.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.
- 1.2 All Bidders are required to submit a minimum of three references where the Contractor performed work of similar type and magnitude. Include names and contact information for each reference.
- 1.3 It is the responsibility of each Bidder before submitting a Bid to:
  - A. visit the Site, become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - B. promptly give City Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Scope of Work and confirm that the written resolution thereof by City Representative is acceptable to Bidder.
- 1.4 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given City Representative written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by City Representative are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work.
- 1.5 Contractor to identify any subcontractors that may be employed as part of this work.

### AWARD OF CONTRACT

- 2.1 City Representative reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.
- 2.2 City Representative reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
- 2.3 City Representative reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 2.4 In evaluating Bids, City Representative will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 2.5 In evaluating Bidders, City Representative will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities were submitted.
- 2.6 City Representative may conduct such investigations as City Representative deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Bid Documents.

- 2.7 If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to this section. Contents of the Bid of the Successful Bidder will become part of any contract awarded.
- 2.8 This Request For Quote may be rescinded by the City if lowest acceptable bid exceeds the amount budgeted for this project.

### **SALES TAXES**

- 3.1 The City is exempt from Massachusetts State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. The exemption certificate will be provided to the Successful Bidder.

### **MASSACHUSETTS PREVAILING WAGE RATES**

- 4.1 Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project.
- 4.2 It is the responsibility of the Bidder before bid deadline to request any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under this Contract.

### **PROTECTION OF CITY REPRESENTATIVE'S OPERATIONS**

- 5.1 The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the City operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the City operations.

### **PROTECTION OF WORK AND PROPERTY**

- 6.1 The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the City and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the City harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site.
- 6.2 Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- 6.3 Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to the City Representative.

### **MATERIAL STORAGE AND CLEAN-UP**

- 7.1 The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the City operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and sidewalks and pavement shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the City Representative and deducted from the balance due the Contractor.
- 7.2 The Contractor shall also remove drippage of paint or sealing materials from all walls, windows, sills, sidewalks, pavement, and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.

## **MISCELLANEOUS UTILITIES**

- 8.1 Electrical power will be furnished by the City Representative for small tools only. All connections to the electrical system will be furnished by the Contractor.
- 8.2 Water for materials, cleaning, washing, and drinking purposes will be furnished by the City. Any connections to the water system shall be completed by the Contractor.
- 8.3 At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- 8.4 Toilet facilities will be provided by the City in the building. The Contractor's personnel are permitted to enter the building and must check in at the main circulation desk on the first floor to acquire a key for the bathroom. An authorization pass for the key will be provided by the City.

## **CHANGES OR EXTRA WORK**

- 9.1 The City Representative may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the City Representative. The value of such extra work shall be determined in one of the following ways:
  1. By firm adjustment;
  2. By cost plus with a guaranteed maximum;
  3. By cost with a fixed fee; or
  4. By unit cost.
- 9.2 If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the City Representative. The City Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the City Representative authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- 9.3 All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The City Representative will prepare the work order covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the City Representative and the Contractor's foreman and/or superintendent.

## **CORRECTION OF WORK PRIOR TO FINAL PAYMENT**

- 10.1 The Contractor shall promptly remove any work that does not meet the requirements of the work scope or is incorrectly installed or otherwise disapproved by the City Representative as failing to meet the intent of the work scope. The Contractor shall promptly replace any such work without expense to the City.

## **CORRECTION OF WORK AFTER FINAL PAYMENT**

- 11.1 The Contractor shall guarantee all materials and workmanship for one (1) year from date of final payment of the contract by the City Representative. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the City Representative's property due to such defects.

## **JOB CONDITIONS**

- 12.1 There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- 12.2 Ladders and staging: Any ladders and staging used on this project must be in good condition. Ladders must be secured at the roof line at all times while in use. All ladders and staging must be O.S.H.A. approved.

- 12.3 No drugs or alcoholic beverages are permitted on the grounds.
- 12.4 The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to building, grounds, and public.
- 12.5 The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the City Representative's work in process, notification must be made within two (2) working days of the incidents to the City Representative.
- 12.6 During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the City Representative's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- 12.7 Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- 12.8 Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.

### **SAFETY**

- 13.1 The Contractor and his crew shall work in a safe manner at all times. Any noticeable unsafe acts will be brought to the Contractor's attention and must be immediately corrected. If unsafe practices continue to be Representative will issue a written notice to cease work. The Contractor will stop work immediately and submit a safety plan addressing such practices within two (2) working days from date of notice. Refusal to submit such plan will immediately terminate the contract and only payment of work and materials will be made up to date of termination.
- 13.2 The Contractor shall submit two (2) copies of Material Safety Data Sheets (MSDS) for all proposed paint and solvent materials used.

### **START AND COMPLETION DATE**

- 14.1 When the Contract is awarded, the Contractor will contact the City Representative to arrange the work schedule and the hours of the day that the workmen may be on the project. The job is to be bid under the assumption that all work will be performed on a straight time basis.
- 14.2 As per MGL Ch149 s.27B Contractor shall submit signed Massachusetts Weekly Certified Payroll Sheets directly to City Representative.
- 14.3 Work shall begin within fifteen (15) working days from the award of this contract, or as agreed upon by all parties.
- 14.4 All work as required in these bid documents shall be completed within thirty (30) working days of the start date, or as agreed upon by the parties.
- 14.5 For contractual purposes, a work day is considered as any day Monday through Friday. Saturday and Sunday are considered non-work days.
- 14.6 Unless work is hampered by long period of inclement weather, by due proof of material unavailability, or by strike, the City Representative will assess a penalty in the amount of \$100.00 a day for each agreed upon work day beyond the agreed completion date.
- 14.7 The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.
- 14.8 If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the

Contractor; thereby, the contract will be terminated and the Contractor at no cost to the City Representative, must remove his/her equipment and possessions from the job-site upon notification by the City Representative.

### **INVOICING AND PAYMENT**

- 15.1 Invoicing for payment covering materials purchased and labor expended may be submitted on a weekly basis, or on a schedule agreed upon between Contractor and City Representative. No down payment or payments in advance for purchase of materials will be made.
- 15.2 Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding week. A 10% retainage will be held by the City Representative to be paid upon satisfactory completion of the job. Therefore, the amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding week. All applications for payment shall be submitted on AIA form G702.
- 15.3 Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- 15.4 Final retainage shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the City Representative receives written verification of completion. Final payment will be made within 30 days of the date the following requirements have been satisfied:
  1. All contract requested documents completed and signed
  2. All punch list items developed between City Representative and Contractor at notice of completion are fully remediated.

### **TERMINATION BY THE CITY REPRESENTATIVE FOR CAUSE**

- 16.1 The City Representative may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
  1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;
  2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
  3. Is guilty of substantial breach of a provision of the contract documents.
- 16.2 The Contractor will be allowed to submit a final invoice for materials purchased and labor expended up to the date the contract has been terminated.

### **JOB COORDINATION**

- 17.1 Contractor is responsible for policing and protecting areas where work may be taking place overhead in order to insure the protection of City property and public safety.
- 17.2 Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify City Representative.

# ATTACHMENT G

## LEAD PAINT ABATEMENT REQUIREMENTS AND PROCEDURES

### PART 1-GENERAL

#### 1.1 GENERAL

- A. Scope: -Removal and disposal of all exterior paint from the masonry extension, referred to as the North Wing, including brick walls, metal and wooden windows, and soffits of the Greenfield Library, Greenfield, MA.
- B. Intent: The intent of this specification is to assist the Contractor in complying with the OSHA Construction Industry Standard for Lead (29 CFR Part 1926.62) and State regulations for waste disposal when conducting exterior building renovations at City of Greenfield.
- C. OSHA Compliance: Contractor is responsible for compliance with the OSHA Construction Industry Standard for Lead (29 CFR Part 1926.62) when conducting renovation and repainting activities at the Greenfield Library.
- D. This specification governs the following work activities associated with lead based paint removal:
- Defective lead-based paint removal
  - Preparing surface for re-painting
  - Stabilizing lead-based paint on remaining surfaces
  - Cleanup of an area contaminated with lead dust or chips
- E. This specification does not cover the following work activities associated with lead based paint removal. These activities require the specification of engineering controls and worker protection systems outside the scope of this specification.
- Power tool assisted grinding, sanding, cutting, or wire brushing without
  - HEPA vacuum dust collection
  - Lead mortar use
  - Lead burning or rivet busting
  - Abrasive blasting
  - Welding, cutting, or torch burning of surfaces painted with lead based paint or containing metallic lead
- F. The Contractor shall provide all labor, materials, equipment, services, testing, insurance (with specific coverage for work on lead), supervision, and incidentals which are necessary or required to perform the work of lead paint abatement in accordance with applicable governmental regulations and these specifications.
- G. The Contractor is responsible for restoring all auxiliary areas utilized during abatement to conditions equal to or better than original. The Contractor shall, at no additional expense to the City, repair any damage caused to these auxiliary areas during the performance of abatement activities.

#### 1.2 DEBRIS DISPOSAL

Lead-containing material, chips, dust and debris that meets the characteristics of a hazardous waste (i.e., The RCRA Toxicity Characteristic Leachate Procedure (TCLP) standard is 5.0 mg/L (ppm) as defined by the Massachusetts Hazardous Waste Regulations at 310 CMR 30.000), or by “definition” is a hazardous waste, shall be disposed or treated in accordance with applicable hazardous waste regulations

### **1.3 EMPLOYEE EXPOSURE ASSESSMENT**

Conduct lead dust air sampling to assure that workers are protected in accordance with all applicable Federal, State, and Local regulations. Documentation of air sampling results must be recorded at the work site within five (5) working days and shall be available for review until the job is complete. The Contractor shall provide appropriate respiratory protection, protective clothing, and engineering controls to minimize the exposure of employees to airborne lead. All work involving the disturbance of paints containing lead at the site and all work where employees may be exposed to lead in excess of the action Level of 30 mg/m<sup>3</sup> shall be performed by workers that have received appropriate lead training and personal protective equipment.

### **1.4 WORKER HAND WASHING FACILITY**

- A. Establish a lead abatement worker hand washing facility consisting of running potable water, a wash basin, hand cleaning cream, and towels.
- B. All workers shall wash their hands and face prior to taking breaks, going to lunch, and leaving the site at the end of the work day.

### **1.5 WORKER PROTECTION**

- A. Workers shall not eat, drink, smoke, or chew gum or tobacco while in the lead abatement area.

### **1.6 WORKER TRAINING REQUIREMENT**

- A. All Contractor employees on the job site are required to be trained regarding any hazardous materials, including lead, they may be exposed to at the work site and health and safety hazards at the work site. Training shall meet the requirements of the Hazard Communication Standard (29 CFR 1926.59) and Safety Training and Education Standard (29 CFR 1926.21) and EPA's March 31, 2008 Renovation, Repair, and Painting Rule (Section 402 c (3)) of the Toxic Substances Control Act (TSCA). The Contractor is required to provide proof of training of any and all employees completing the work of this section as part of an initial Lead Paint Contractor Submittal Package prior to the start of Work.
- B. All abatement workers shall receive at least 4 hours of lead awareness training meeting the requirements of 29 CFR 1926.62. Documentation of said training is to be kept on-site in a binder for review. The awareness training must be dated within one year of the project. Forward a copy of the training to the City Representative.

### **1.7 LEAD COMPLIANCE PLAN**

- A. Prior to construction, in compliance with the OSHA Lead Standard, prepare a written description of lead abatement activities planned detailing methods, equipment, engineering controls, crew size, employee job responsibilities, operating and maintenance procedures.
- B. Submit a copy of the Lead Compliance Plan to the City Representative for review. Maintain a copy on site during activities.

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.

- B. Do not use damaged or deteriorating materials. Material that becomes contaminated with lead shall be decontaminated or disposed of as lead waste.
- C. Polyethylene sheet in roll size to minimize the frequency of joints shall be delivered to the job site with factory label indicating 4 or 6 mil.
- D. Tape shall be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces. Tape must be capable of adhering under both dry and wet conditions.
- E. Protective clothing used during chemical removal operations shall be impervious to caustic materials. Gloves used during chemical removal shall be of neoprene composition with glove extenders.
- F. Polyethylene disposable bags shall be six (6) mil and transparent in color.
- G. Surfactant (wetting agent) shall consist of a solution containing at least 5% trisodium phosphate (TSP) or approved equal

## **2.2 TOOLS AND EQUIPMENT**

- A. Tools and equipment shall be suitable for lead removal.
  - 1. Air monitoring equipment shall be of the type and quantity required to monitor operations and conduct personnel exposure surveillance in accordance with OSHA requirements.
  - 2. Generators, electrical equipment, protective devices and power cables shall conform to all applicable codes.
  - 3. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule. Scaffolds shall be equipped with safety rails and kick boards in compliance with OSHA requirements.
  - 4. For manual scraping activities, Contractor shall supply each worker with multiple newly sharpened scrapers on a daily basis.
  - 5. Sanders, grinders, wire brushes and needle gun removal equipment shall be equipped with a HEPA filtered vacuum dust pick-up system.
  - 6. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the work area shall be provided as appropriate for the work.

## **PART 3 – EXECUTION**

### **3.1 PREPARATION OF LEAD WORK AREA AND ENGINEERING CONTROLS**

- A. Contractor is responsible for taping-off exterior lead abatement areas and keeping untrained adjacent personnel and pedestrians away from the lead abatement activity. Post warning signs meeting the requirements of OSHA 29CFR 1926.62 at each regulated area.
- B. Contractor is responsible for using tarps to facilitate the cleanup of lead paint chips during exterior lead abatement. Extend a canvas or 4 to 6 mil polyethylene sheet drop cloth on the ground under the work area to collect all paint residue, chips etc. Do not allow lead paint chips and dust to contact the soil or pavement around the building.
- C. Contractor is responsible for controlling dust emissions during exterior abatement. Seal-off all air intakes from outside adjacent to exterior work area to prevent lead contaminated dust from entering the building.
- D. Apply critical barriers to all openings in the vicinity of the lead removal activity systems.

- E. Inspect the grounds before covering and pre-clean the proposed work areas using HEPA vacuum equipment or wet cleaning methods, as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
- F. Maintain emergency and fire exits from the building satisfactory to fire officials and the City

### **3.2 SPECIAL REQUIREMENTS -EXTERIOR ABATEMENT ACTIVITIES**

- A. If any lead based paint is found on the ground before covering, HEPA-vacuum all visible existing paint chips to a distance of 10' out from the base of the exterior surface scheduled for lead-based paint removal.
- B. Extend a canvas or 4 to 6 mil polyethylene sheet drop cloth on the ground adjacent to the exterior surface scheduled for lead paint removal. Tarps shall extend a minimum of 10' out from the foundation of the building for buildings up to three stories in height and 20' out for buildings in excess of three stories in height. Weight the drop cloth to withstand wind loading. Securely seal edge of tarp to foundation wall with tarp overlapping the foundation wall a minimum of six (6) inches. Overlap each section of tarp or polyethylene sheet a minimum of 6" to the adjacent sheet and seal with tape.
- C. Erect OSHA-compliance scaffolding adjacent to the exterior surface being abated.
- D. FOR CHEMICAL USE ONLY -Cover the exterior of the scaffolding with blue plastic tarp, tie wrapped in place.
- E. Cover shrubbery in the work area with tarps.
- F. Provide warning signs on each window that opens into the work area warning the interior occupant not to open the window during lead abatement on the exterior of the building.
- G. Seal off all vents, air conditioners, and grills in the work area with polyethylene sheeting (minimum of six (6) mils thick), and seal with tape.
- H. Do not conduct exterior work if wind speeds are greater than 20 miles per hour. Work must stop and clean-up must occur before rain begins.

### **3.3 LEAD PAINT REMOVAL AND ENCAPSULATION**

- A. A competent person shall be on the job at all times to ensure the establishment of proper enclosure and proper work practices throughout project.
- B. Utilize wet methods to remove lead based paint in accordance with 29 CFR 1926.62. Moisten surface to be abated with a fine mist from an atomizing bottle.
- C. Fill disposal drums as removal proceeds, seal filled drums, and apply caution labels.
- D. At the end of each work shift remove and containerize all visible accumulations of paint chips and associated dust and debris. During clean-up, utilize rags and sponges wetted with TSP-amended water to minimize dust levels.
- E. If at any time during lead removal the City's Representative should suspect contamination of areas outside the work area, he shall stop all abatement work in the affected work area. Take steps to decontaminate these areas and eliminate causes of such contamination.
- F. After paint removal encapsulate wooden door/window frames using Fiberlock 5801 White LBC Type III Interior/Exterior encapsulant coating or equal.

### **3.4 CLEAN-UP & INITIAL VISUAL INSPECTION**

- A. Remove and containerize all visible accumulations of paint chips and associated dust and debris. During clean-up, utilize rags and sponges wetted with TSP-amended water to minimize dust levels.
- B. Sealed disposal containers and all equipment used in the work area shall be included in the clean-up.
- C. Clean all surfaces where lead paint chips and dust have collected with HEPA filtered vacuum equipment prior to wet cleaning all surfaces within regulated area.
- D. The City's Lead Consultant shall conduct an initial visual inspection with the poly drop cloths in place. If visible accumulations of lead paint chips or dust are found in the work area, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean-up of the work site.
- E. An X-cut tape test on prepared surface prior to encapsulation shall be performed by the City Representative. If test fails, Contractor must perform further removal of painted surface. reincapsulate and perform test 24 hours later.

### **3.5 TEAR-DOWN & FINAL VISUAL INSPECTION**

- A. After the visual inspection is complete, the Contractor shall remove the drop cloths. All surfaces within the abatement area that are found to still be contaminated with chips and dust shall be HEPA vacuumed, wet-cleaned with a TSP solution, and HEPA vacuumed again.
- B. The City's Lead Consultant shall conduct a final visual inspection with the drop cloths removed. If visible accumulations of lead paint chips or dust are found in the work area, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean-up of the work site.

### **3.6 HAZARDOUS WASTE DISPOSAL**

- A. Dispose of lead-contaminated material classified as hazardous waste at a State approved hazardous waste treatment, storage, or disposal facility.
- B. The Contractor is responsible for completing all disposal documents, which may include, but are not limited to, waste profiles, hazardous waste manifests and land ban restriction forms.
- C. Submit waste manifests for signature by the City Representative prior to waste leaving site. Copies of signed manifests shall be provided to the City Representative both before and after deliverance to a State approved hazardous waste disposal facility.

Please address any questions regarding this report to George VanDelinder, City Representative, 413-325-3188.