



**CITY OF GREENFIELD, a/k/a TOWN OF GREENFIELD  
GREENFIELD, MASSACHUSETTS**

**RFQ TITLE:** Replacement of Windows at the Federal  
Street School Revised

**RFQ #:** 15-06

**DATE OF ISSUANCE:** Wednesday, December 17, 2014 10:00 a.m.

**BID DUE DATE:** Wednesday, January 14, 2015 2:00 p.m.

**SUBMIT TO:** PURCHASING DEPARTMENT  
TOWN OF GREENFIELD  
14 COURT SQUARE  
GREENFIELD, MA 01301

A complete copy of the documents and specifications may be received electronically as of 12/17/14 after 10 a.m. by contacting the Purchasing Department of the Town of Greenfield at [alabonte@greenfield-ma.gov](mailto:alabonte@greenfield-ma.gov) or by calling 413-772-1560 x-136.

**Contract/Proposal Awarding Authority:** Town of Greenfield  
Greenfield, Massachusetts

## **ADVERTISEMENT FOR BIDDERS**

**Town of Greenfield Procurement Office  
14 Court Square  
Greenfield, MA 01301  
December 17, 2014**

The Town of Greenfield is reissuing a solicitation for quotes for the purchase and installation of replacement windows on the west side of the Federal Street School's north and south buildings located at 125 Federal Street, Greenfield, Massachusetts. The original scope included 44 windows, the reduced scope includes 10. The base bid is for fiberglass replacement windows. Testing has confirmed the presence of asbestos-containing caulking and glazing compound in the existing windows. All work relative to removal of these materials shall be performed by a Massachusetts Licensed Asbestos Abatement Contractor and all material shall be removed and disposed of in accordance with local, state and federal regulations pertaining to asbestos abatement. A scope of work is included in the bid documents.

Sealed proposals addressed to the Procurement Office, 14 Court Square, Greenfield, MA 01301 and endorsed "Proposal for Contract 15-06 Revised Federal Street School Windows" will be accepted by the Mayor's Office in Town Hall on behalf of the Greenfield Public Schools. Bids will be accepted until 2:00 P.M. on January 14, 2015.

The project consists of the following work:

- Removal and disposal of the existing windows in accordance with Federal and State regulations
- Provide and install 10 energy efficient fiberglass windows
- Perform all associated work to meet the goal of fitting the school with energy efficient and easy to maintain windows and trim.
- All wooden external window trim is to be enclosed with vinyl clad aluminum so no wooden surfaces are exposed.

A site visit is scheduled for Monday, December 29, 2014 @ 10:00am at the school.

A 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 Town of Greenfield, Massachusetts and shall be enclosed with the Bid. A 100% Payment Bond will be required of the successful bidder.

Bid documents may be obtained on the Town of Greenfield website at [www.Greenfield-ma.gov](http://www.Greenfield-ma.gov) under "Departments", "Purchasing", "Active Bids/RFQ/RFP" or electronically by contacting the Purchasing Department of the Town of Greenfield at [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov) or by calling A. LaBonté at (413) 772-1560 x-136 for additional information.

Minimum Wage Rates, as determined by the Commissioner of the Department of Labor and Industries, under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 and 27G, as amended, apply to this project. The following will also apply M.G.L. chapter 149 and 49A-44L.

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.

For further information contact:

Lane Kelly  
Procurement Officer  
Town of Greenfield  
14 Court Square  
Greenfield, MA 01301  
1-413-772-1567 ext. 102

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# SECTION I

## 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 removal and disposal of old existing windows and installation of replacement windows on the west side of the north and south buildings at the **Federal Street School**, including all work essential to the project as shown, indicated, or described in the drawings, specifications, and other contract documents.

Under this contract the contractor shall furnish all labor, equipment, materials, tools, and apparatus necessary for the completion of the Work specified herein. Work performed and materials and supplies furnished are to be in strict accordance with the Specifications and Addenda. The contractor is expected to conform to the Specifications or the directives of the Town in the field in order to achieve aesthetics consistent with the style and architecture of the buildings.

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 **Asbestos removal**

Contractor is hereby advised that a scope of work exists for removal of asbestos – containing caulking and glazing compound (See Attachment B). All work must comply with this scope of work and must be performed by a Massachusetts licensed Asbestos Abatement Contractor and all material shall be removed and disposed of in accordance with local, state and federal regulations pertaining to asbestos abatement. The Contractor must coordinate appropriate inspections.

### 1.3 **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 (electronic submission is acceptable) to the Town at least 7 days before the

established date for receipt of bids. 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 Town to determine the equality or suitability of the product or method. In general, the Town 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 Town will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least three days prior to the receipt of Bids, he will electronically send a copy of these Addenda to those prospective bidders known to have taken out sets of the Drawings and other Contract Documents.

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

1.4 **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, viz:

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, character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

**A site visit is scheduled for Monday, December 29, 2014 @ 10:00am at the Federal Street School, 125 Federal Street, Greenfield, MA 01301.**

1.5 **Information not guaranteed.**

All information given on the Drawings or in the Contract Documents relating to sub-surface and other conditions, natural phenomena, existing coverings and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed. **FINAL MEASUREMENTS FOR THE PURCHASE AND INSTALLATION OF THE WINDOWS IS THE RESPONSIBILITY OF THE BIDDER.**

It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena or other structures encountered during construction, will be the same as those indicated on the 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 him or obtained in

any examination made by him in any manner as a basis of or ground for any claim or demand against the Town, 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 coverings or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

1.6 **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 his 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 Owner in a sealed envelope. On the outside of the envelope shall be written the bidder's name and address and the name of the name of the project ("Federal Street School Cladding) 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 Owner.

1.7 **Time for Completion.**

The successful bidder may begin work upon signature of the Contract. Because school is in session, work may have to be scheduled on weekends or during school vacation.

1.8 **Withdrawal of Bids.**

Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the Town for consideration and comparison with other bid similarly submitted, the bidder agrees that he 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 identification, Bids may be withdrawn as follows:

- At any time prior to the designated time for the opening of Bids.
- Provided the Bid has not therefore been accepted by the Town at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his Bid.

Unless a Bid is withdrawn as provided above, the Bidder agrees that that it shall be deemed open for acceptance until the Town notifies a Bidder in writing that his Bid is rejected or that the Town does not intend to accept it. Notice of acceptance of a Bid shall not constitute rejection of any Bid.

1.9 **Ability and Experience of Bidder.**

No award will be made to any Bidder who cannot satisfy the Town that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time named. The Town's decision or judgment on these matters shall be final, conclusive, and binding.

The Town may make such investigations as it deems necessary, and the Bidder shall furnish to the Town, under oath if so required, all such information, and data for this purpose as the Town may request.

The bidder is to supply three references with the bid form. References shall be from work of similar type and magnitude and included the name, address, phone number and email address of a contact person.

1.10 **Bids.**

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

1.11 **Right to Reject Bids.**

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

1.12 **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.

1.13 **Insurance Certificates.**

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

Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the Town, insurance satisfactory to the Town as outlined in the Appendix.

1.14 **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 Town 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.

1.15 **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 Town of Greenfield, Massachusetts and shall be enclosed with the bid.

Each such check may be held by the Town 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, his bid check shall become the property of the Town 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 his 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 Town and the accepted bidder.

The bid deposit must be enclosed in the sealed envelope containing the bid.

1.16 **Access to Building**

Access to the building will be allowed in as much as it relates to the actual work. No other access will be granted. The Contractor will be responsible for providing sanitary facilities if needed.

1.17 **No Smoking**

The Greenfield Public School properties are smoke-free. No violation of this policy will be tolerated. The Contractor has the responsibility for policing.

## SECTION 2

### FORMS FOR BID

To the Town of Greenfield, Massachusetts, acting by and through the Mayor,

The undersigned, as bidder, herein referred to as singular and masculine, declared as follows:

1. The only parties interested in the BID as Principals are named herein;
2. This BID is made without collusion with any other person, firm, or corporation;
3. No officer, agent, or employee of the Town is directly or indirectly interested in this Bid;
4. He has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined the documents, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. He understands that information relative to subsurface and other conditions, natural phenomena, existing windows and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents as he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing windows and other structures (surface and/or subsurface actually encountered during the construction work, and he has made due allowance therefore in this BID;

**FINAL MEASUREMENTS FOR THE PURCHASE AND INSTALLATION OF THE WINDOWS AND ASSOCIATED MATERIAL IS THE RESPONSIBILITY OF THE BIDDER.**

And he agrees that, if this BID is accepted he will contract with the Town, as provided in the copy of the Contract Documents deposited in the office of the Town, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Town as therein set forth, and that he will take in full payment there for the lump sum or unit price applicable to each item of the Work as stated in the schedule below.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures.)

**Federal Street Windows - Refer to Technical Specifications**

Price for all work as specified in the Contract Documents and Technical Specifications including all necessary permits and disposal of waste materials for **BASE BID: 10 Fiberglass Replacement Windows**

\$ \_\_\_\_\_ Price in numbers

\_\_\_\_\_ Price in words

As set forth in Section 1.8 the bidder is to supply three references with the bid form. References shall be from work of similar type and magnitude and included the name, address, phone number and email address of a contact person.

This Bid includes Addenda \_\_\_\_\_

If this Proposal shall be accepted by the Town of Greenfield, Massachusetts, acting through its Mayor and the undersigned shall fail to contract as aforesaid, and to give a performance and payment bond in the sum of the full amount of the contract with a surety company satisfactory to the owner within ten (10) days of the date of notice to him from the owner that the contract is ready for signature, then he shall be considered to have abandoned the contract and the Proposal Guaranty accompanying this Proposal shall become the property of the Town of Greenfield, Massachusetts.

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this clause the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Respectfully submitted:

---

Name of Bidder

---

Address

---

Signature of Bidder

---

Title

---

Date

(SEAL- if Bid is by a corporation)

---

Attest

## SECTION 3

### AGREEMENT for Contract 15-06 Federal Street School Replacement Windows

**THIS AGREEMENT**, executed this \_\_\_\_\_ day of \_\_\_\_\_ in this year Two thousand and Fourteen. (herein referred to as the “AGREEMENT”), by and between the Town of Greenfield, Massachusetts, acting by and through its Mayor, duly authorized therefore, whom acts solely for said Town and without personal liability to himself, party of the first part, and \_\_\_\_\_ party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

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3.1 **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 Town of Greenfield.

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

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.

3.2 **The Contract Documents.**

The AGREEMENT, the INFORMATION FOR BIDDERS, the Contractor’s BID as accepted by the Town, the SPECIAL CONDITIONS, the GENERAL and DETAIL 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 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 AGREEMENT and the provisions of the Contract Documents other than the SPECIAL CONDITIONS, the provisions of the AGREEMENT shall prevail.

3.3 **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 Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the Town, and at prices herein agreed upon there for.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated in the document 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 in the documents or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the documents and by the specifications.

The Contractor shall obtain all necessary permits.

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

The Contractor shall indemnify and save harmless the Town 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, his officers, agents, servants or employees, any of his subcontractors, the Town 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. He shall, in no way, be relieved of his responsibility by any right of the Town to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Town 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 his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his 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 Town for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his 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 Town there for, 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 his 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 Town 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 him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, 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.

#### 3.4 **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 Town in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the documents and Specifications, with full authority to execute the directions of the Town, 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 Town. If, in the opinion of the Town, the superintendent or any successor proves incompetent, the contractor shall replace him with another person approved by the Town; such approval, however, shall, in no way, relieve or diminish the contractor's responsibility for supervision of Work.

Whenever the contractor or his 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 Town to, and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

3.5 **Patents.**

The contractor shall indemnify and save harmless the Town and all persons acting for or on behalf of the Town 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 Town.

3.6 **Compliance with Laws.**

The contractor shall keep himself 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 Town in writing. The Contractor shall, at all times, observe and comply with, and cause all his 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 he shall protect, indemnify and save harmless the Town, 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 his agents, servants, employees or subcontractors.

3.7 **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.

3.8 **Permits.**

The Contractor shall, at his own expense, 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.

3.9 **Not to Sublet or Assign.**

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the work or any part thereof without the previous written consent of the Town, and shall not assign any of the monies payable under the Contract, or his claim thereto, unless by and with the like written consent of the Town and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

3.10 **Delay by Town.**

The Town may delay the beginning of the Work or any part thereof if the necessary permits have not 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.

3.11 **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 Town, in writing, of the cause and particulars of the delay. Upon receipt of such notification, the Town shall review and evaluate the cause and extent of the delay. If, under the terms of the AGREEMENT, the delays properly excusable, the Town will, in writing, appropriately extend the time for completion of the Work. The

Contractor agrees that he shall not have or assert any claim for nor shall he 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 AGREEMENT.

The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.

3.12 **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 Town 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 his Surety shall pay the balance to the Owner.

3.13 **Employ Sufficient Labor and Equipment.**

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

3.14 **CORI/SORI Checks**

Because the Work will take place on school property, the Contractor shall provide information for all employees involved to allow the Greenfield Public Schools to conduct CORI/SORI checks prior to their entering the work site.

3.15 **Access to Work.**

The Town 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 there for.

3.16 **Examination and Inspection of Work.**

The Town 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 his inspector and without his 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 his obligations to perform and complete the Work as required by the Contract.

3.17 **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 Town all resulting costs, expenses, losses, or damages suffered by the Town.

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 Town 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 his own cost and expense make good and replace the same.

3.18 **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 any exterior openings. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Town may require in order that the finished Work may be completed as required by the Contract.

3.19 **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 Town. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

3.20 **Changes.** The Town may make changes in the Work 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 there for 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. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Town authorizing the change and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he 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.

3.21 **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 Town, 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 Town so elects, for the actual cost of such work, as determined by the Contractor and approved by the Town, 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 Town.

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 Town, the Contractor shall furnish an itemized statement of the cost of the extra work ordered as above and give the Town 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 his 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 Town. 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, his superintendent, or his 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 to cover his 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, his cost for the extra work, to which he shall add 15 percent as in the case of the Contractor, and the Contractor shall be allowed an additional 15 percent 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 Town. If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record 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 by the Contractor's authorized representative and by the Town. A separate daily record shall be submitted for each Extra Work Order.

3.22 **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.

3.23 **Changes Not to Affect Bonds.**

It is distinctly agreed and understood that any changes made in the work or the drawings or specifications there for (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 Town 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.

3.24 **Claims for Damages.**

If the contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he 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 Town a written, itemized statement in triplicate of the alleged damages. The contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable and that he shall not be entitled to any compensation for any such alleged damages.

3.25 **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 Town, 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 Town 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 Town may designate; and the Town 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 Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purposes of such completion, the Town may, for itself, or for any contractors employed by the Town, take possession of and use 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 Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town 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 Town 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 therefor 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 Town.

3.26 **Prices For Work.**

The Town 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.

3.27 **Monies May Be Retained.**

The Town may at any time refrain from any monies which would otherwise be payable hereunder so much thereof as the Town 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.

3.28 **Formal Acceptance.**

This Agreement constitutes 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 Town.

3.29 **Progress Estimates.**

In the event that the Work is scheduled to continue beyond 30 days duration, once a month, except as hereinafter provided, the Town 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 Town 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 Town 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 Town, the work is not proceeding in accordance with the Contract. If the Town 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 Town, 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 Town before the first estimate becomes due.

If the Town 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 Town, 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 Town at the same time a Bill of Sale in form satisfactory to the Town, transferring and assigning to the Town full ownership and title to such materials or equipment.

3.30 **Partial Acceptance.**

The Town may, at any time, in a written order to the contractor (1) declare that he intends to use a specified part of the Work which, in his 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 45 days after acceptance under this subsection, the Town 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 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, said payment to be made at the time of the next monthly progress estimate.

Acceptance by the Town 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 Town and the Contractor.

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

3.31 **Final Estimate and Payment.**

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

The Town 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.

3.32 **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 Town 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.

3.33 **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 Town 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.

3.34 **Application of Monies Retained.**

The Town 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 Town and chargeable to the Contractor hereunder or as determined hereunder.

3.35 **No Waiver.**

Neither the inspection by the Town, nor any order, measurement, approval, determination, decision of certificate by the Town 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 Town, nor any extension of time, nor any other act or omission of the Town 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 Town, 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 Town shall be entitled

as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

3.36 **Liability of Town.**

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 Town or any agent of the Town and neither the Town nor any agent of the Town 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 Town and of every agent of the Town 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 Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

3.37 **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 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 of this AGREEMENT 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.

3.38 **Retain Money for Repairs.**

The Town 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 Town, 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 Town 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 Town within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Town may employ other persons to make the same. The Town 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.

3.39 **Cleaning Up.**

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

3.40 **Legal Address of Contractor.**

The contractor's business address and his 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 Town. Service of any notice, letter or other communication upon the contractor personally shall likewise be deemed sufficient service.

3.41 **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.

IN WITNESS HEREOF, the parties to the AGREEMENT have hereunto set their hands and seals as of the day and year first above written.

TOWN OF GREENFIELD  
By its Mayor

FOR THE CONTRACTOR,

\_\_\_\_\_  
(Party of the First Part)

\_\_\_\_\_  
(Party of the Second Part)

In accordance with Section 31 of Chapter 44 of the General Laws (Ter. Ed.) the undersigned as Town Accountant of the Town of Greenfield hereby certifies that the appropriation in the amount of \_\_\_\_\_ has been made subject of the contract and that no portion thereof has heretofore been expended or encumbered.

\_\_\_\_\_  
TOWN ACCOUNTANT

**Certificate of Acknowledgment of Contractor  
if a Corporation**

**For AGREEMENT**

State of \_\_\_\_\_)

ss:

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before

me personally came \_\_\_\_\_ to me known, who being by  
me duly sworn, did depose and say as follows: That he resides at

\_\_\_\_\_ and is the \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, the corporation described in and which executed  
the foregoing instrument; that he knows the corporate seal of said corporation; that the  
seal affixed to the foregoing instrument is such corporate seal and it was so affixed by  
order of the Board of Directors of said corporation; and that by the like order he signed  
thereto his name and official designation and was further authorized at a duly convened  
meeting of said corporation to enter into the within agreement with the Town of  
Greenfield and he was authorized to execute such agreement.

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

## SECTION 4

### BONDS

#### LABOR AND MATERIALS BOND

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 holden and stand firmly bound and obligated unto the Town 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 Town 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 Town 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:
  - a) The Principal, the Town 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, Town, 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 \_\_\_\_\_

in the year Two Thousand and Fourteen.

(NOTE:

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

\_\_\_\_\_(Seal)

Principal

\_\_\_\_\_(Seal)

Principal

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct 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 his power of attorney showing his authority to sign such Bonds.

\_\_\_\_\_(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 came \_\_\_\_\_ to me known, who being  
by me duly sworn, did depose and say as follows:

That he resides at \_\_\_\_\_

and is the \_\_\_\_\_

of \_\_\_\_\_

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

(Seal)

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

## SECTION 5

### SPECIAL CONDITIONS

5.1 **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.

5.2 **Amount of Liquidated Damages.**

The amount of liquidated damages for delay to be assessed under that Subsection of the AGREEMENT, entitled “Liquidated Damages” shall be \$200 for each calendar day of delay.

5.3 **Percentage of Progress Estimates to be Retained.**

The percentage of estimated value to be retained under that Subsection of the AGREEMENT, entitled “Progress Estimates,” shall be 5 percent.

5.4 **Amount of Minimum Progress Estimates.**

No progress estimate or payment need be made when, in the judgment of the Owner, the total value of the work done since the last estimate amounts to less than \$5,000 as set forth in that Subsection of the AGREEMENT, entitled “Progress Estimates.”

5.5 **Percentage to be Retained for Repairs.**

The percentage of monies payable to be retained under that Subsection of the AGREEMENT, entitled “Retain Money for Repairs” shall be 2 percent.

5.6 **Minimum Wage Rates.**

A schedule of prevailing wages rates issued for this work by the Commissioner of Labor and Industries of Massachusetts, in accordance with Chapter 461, Acts 1935, will be incorporated in the specifications by addendum prior to the receipt of bids. See Appendix.

5.7 **Excerpts from Massachusetts Statutes.**

In addition to the requirements as set forth under “Compliance with Laws” in the AGREEMENT, particular attention is directed to certain stipulations of Chapter 149 of the General Laws of Massachusetts as amended to date, as follows:

- Section 25. “Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the Commonwealth, a county, city or town, or with a

department, board, commission or officer acting therefore, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board, or trade at a particular place or with a particular person.” This section shall be made a part of the contract for such employment.

- Section 26. “In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause forty-three of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencements of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect.”
- Section 34. “Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foremen or inspector working within the commonwealth, in the employment of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except to such a contract, more than eight hours in any one day, except as aforesaid...”
- Section 34A. “Every contract for the construction, alteration, maintenance, repair or demolition of or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract.

No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall

operate as an immediate termination thereof. No cancellation of such insurance, whether by the insuree or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice...

- Section 34B. “Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations; requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers employed by him in such city of town.”

Attention is directed to Chapter 774 of the Acts of 1972 amending Section 39F of Chapter 30 to read as follows:

- Section 39F. “(1) Every contract awarded shall contain the following subparagraphs and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

“(a) Forthwith after the general contractor receives payment on account of periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

“(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

“(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the

awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

“(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

“(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount

- I. retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work,
- II. specified in any court proceedings barring such payments, or
- III. disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from direct payment any amount as provided in part (III) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the

subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (I) and (II) of this subparagraph.

“(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (III) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

“(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of demand for direct payment for a subcontractor and out of the amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

“(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraphs (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.”

Attention is also directed to Chapter 774 of the Acts of 1972 further amending Chapter 30 by adding after Section 39M the following section:

- Section 39N. “Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraphs in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

“If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the

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

Attention is also directed to Chapter 1164 of the Acts of 1973 further amending Chapter 30 by adding after Section 39N the following two sections:

- Section 390.

“Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of Chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety...

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

“(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.”

- Section 39P.  
“Every contract subject to section thirty-nine M of this chapter or section forty-four A of Chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specification, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decisions will be made.”

## **5.8 SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTIDISCRIMINATION AND AFFIRMATIVE ACTION PLAN**

For the purposes of this contract, “minority” refers to Asian American, Blacks, Spanish Surnamed Americans, North American Indians and Cape Verdeans. “Commission” refers to the Massachusetts Commission Against Discrimination. “Town” hereinafter refers to the Town of Greenfield. During the performance of this contract, the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) for himself, his assignees and successors in interest, agree as follows:

5.8.1 In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, or sex. The aforesaid provision shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment and selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Town setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

5.8.2 In connection with the performance of work under this contract, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas ination, rate of compensation and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal opportunity in employment for all persons, regardless

of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Town public construction projects.

**5.8.3 Compliance with Requirements.**

The contractor shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made part of this contract.

**5.8.4 Non-Discrimination.**

The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment.

**5.9 Severability.**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

**5.10 Contractor Certification**

**A. Contractor's Certification Name of Project: Federal Street School Windows**

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 authorized representative of Contractor.

**B. Sub-Contractor's Certification Name of Project: Federal Street School  
Windows**

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**

\_\_\_\_\_ certifies that:

1. It tends to use the following listed construction trades in the work under the subcontract 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-contractor's prior to the award of any sub-contract under this sub-contractor certification required by these bid conditions.

\_\_\_\_\_  
Signature of Authorized Representative

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

## SECTION 6

### TECHNICAL SPECIFICATIONS

6.1 **Materials - Samples - Inspection.**

Unless otherwise expressly provided on the Drawings or in any of the other Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Town.

Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work.

6.2 **Safety.**

“All employees to be employed at the worksite shall have successfully completed a course in construction safety approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time that the employee begins work.” Likewise, all contracts between general contractors and subcontractors and between subcontractors and sub-subcontractors for public works and public building contracts must contain the certification language.

Because the project involves elementary school buildings, the Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the Town, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipes and utilities, above and below ground.

The Contractor shall provide and maintain all necessary safety equipment such as barriers, signs, lights, and fire prevention and firefighting equipment and shall take such other action as is required to fulfill his obligations under this subsection.

The Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

6.3 **Dimensions of Existing Structures.**

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

- 6.4 **Configuration and details.** Windows are identified by letter on pictures in Appendix B.

## Federal Street School Replacement Windows

*Note: Contractor is responsible for final measurements before ordering windows*

### FEDERAL STREET NORTH - 4

Window ID	Current Configuration	New Window Configuration	½ Screen	Window Tilt to Open?	Number of Windows
AN	1/1	6/1	Y	Y	2
BN	1/1	6/1	Y	Y	1
CN	Fanlight	Fanlight	N	N	1

### FEDERAL STREET SOUTH -6

Window ID	Current Configuration	New Window Configuration	½ Screen	Window Tilt to Open?	Number of Windows
AS	6/1	6/1	Y	Y	1
BS	4/1	6/1	Y	Y	2
CS	9/1	6/1	Y	Y	2
DS	9/1	6/1	Y	Y	1

- 6.5 **Window removal and disposal.** Remove all glazing and framing required for the installation of new windows. The Town has had the windows, frames and related material tested for asbestos (See Appendix B). All work must comply with this scope of work and must be performed by a Massachusetts licensed Asbestos Abatement Contractor and all material shall be removed and disposed of in accordance with local, state and federal regulations pertaining to asbestos abatement. The Contractor must coordinate appropriate inspections. See Asbestos Removal Scope of Work.

### 6.6 Windows

- a) **Quantity:** Number of windows to be purchased and installed is ten (10);
- b) **Configuration:** Where possible the Town would like to make the windows appear uniform by converting multiple looks(4/1, 9/1) to 6 over 1. Windows shall match size and profile of existing windows and as existing windows. Windows shall be white in color in interior and exterior. Windows shall contain simulated divided lights to match existing windows. Grids shall be between glass and white in color.
- c) **Tilt:** Where specified, windows are to tilt for easy cleaning.
- d) **Screens:** Those windows identified in the tables above shall be fitted with half screens. Screens are to be roll-formed aluminum frame with friction fit corner keys. Screen mesh is to be aluminum and retained by vinyl splints. Screens are to be installed by Contractor.

- e) **Product:** Windows are to be double hung/tilt windows except windows identified as fixed. These windows shall be stationary. Frames are 82.5 mm (3-1/4 in) deep.
  - f) **Material:** All frame and sash profiles are made from pultruded fiberglass, having a nominal wall thickness of 2.3 mm (0.090”). Air cavities within the frames are to be filled with insulation.
  - g) **Construction:** Frame and sash corners are connected with molded reinforced polymer components and mechanically secured. Joint are to be factory sealed and neatly fitted together.
  - h) **Weather stripping:** Windows to be fully weather stripped to insure maximum comfort and low air infiltration.
  - i) **Glazing:** Insulated Low E glass with Argon gas. U factor shall be 0.30 or less. Visibility Transmittance (VT) to be 0.45 or more. SHGC to be 0.20 or less.
  - j) **Tempered safety glass** is to be used where required by law.
  - k) **Hardware:** All operable windows are to have die-cast cam locks with release latch and keepers. Windows wider than 28” are to have 2 locks. Color is to be brushed pewter.
- 6.7 **Installation:** All windows are to be installed in a square and level manner; adjusted for proper operation. Shimming to be done where required.
- a) **Insulation:** Existing ropes to be removed and all voids around window are to be completely filled with fiberglass insulation. No window is to be installed until owner’s representative on site views the insulation.
  - b) **Caulking:** All edges of the new window frames adjacent to the surrounding construction shall be caulked in sufficient quantities with a high-grade, clear drying commercial sealant to form a weather tight seal.
- 6.8 **Trim and Cladding:** All exposed wooden trim, including triangular shaped sections above rear windows, are to be covered with vinyl clad aluminum. Color is to be white. Trim is to be shaped and bent in order to approximately replicate architectural bends of existing wood trim. All edges of trim adjacent to the surrounding brick shall be caulked in sufficient quantities with a high-grade, clear drying commercial sealant to form a weather tight seal. The existing exterior window caulking at the interface between the wood frame and brick contains asbestos. This is to remain intact. The vinyl clad aluminum shall be placed over it and the edges of cladding that interface with the brick shall be caulked in sufficient quantities with a high-grade, clear drying commercial sealant to form a weather tight seal. The goal of this portion of the project is that there is no exposed exterior wood that will require future painting.
- 6.9 **Clean up:** At the end of each work day area is to be swept clean of all debris. Material is to be stored in orderly fashion in a location determined by the Town. At the end of the project all windows are to be washed and free of all stickers and packing material.
- 6.10 **Warranty:** Seal between glass shall carry a twenty (20) year warranty. Parts, pieces and installation shall carry a ten (10) year warranty.



## BUILDING PICTURES

## ASBESTOS REMEDIATION SCOPE

## INSURANCE REQUIREMENTS

Before starting, and until completion of the guarantee period, the Contractor shall procure, deposit, and maintain with the Town, insurance satisfactory to the Town 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. All policies shall be so written that the Town 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 Town 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.

## **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 person making proposal

---

Name of business

## **TAX COMPLIANCE CERTIFICATION**

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

---

Signature of person submitting bid or proposal

---

Name of business

RFQ No.: 15-06

**PREVAILING WAGE RATES**  
wage request number **20141112-036**