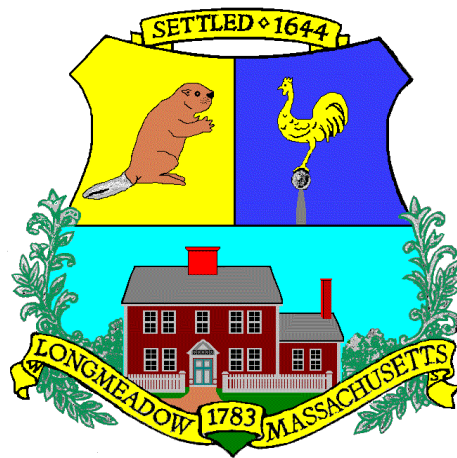


Invitation for Bid (IFB)

Longmeadow High School Display Case Glass Replacement



September 2021



Specifications Prepared by:
Hill-Engineers, Architects, Planners, Inc.
50 Depot Street
Dalton, MA 01226
(TOL-18-009)

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INVITATION TO BID (IFB) DISPLAY CASE GLASS REPLACEMENT

The Town of Longmeadow is accepting sealed bids for the Longmeadow High School – Display Case Glass Replacement. Drawings and specifications prepared by Hill-Engineers, Architects, Planners, Inc., Dalton, MA. Sealed bids shall be delivered in an envelope labeled “IFB- Display Case Door Replacement”, and should be delivered to the Town of Longmeadow, Purchasing Department, Attn: Chad Thompson, Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 (P 413-565-4185, cthompson@longmeadow.org). Sealed bids will be accepted until the bid deadline of 2:00pm on Tuesday, September 28, 2021. Late bids will be rejected. A public bid opening will be facilitated remotely through Zoom.com only, beginning at 2:30pm on the day of the actual bid deadline. To access the zoom meeting remotely provided is the Zoom video link: <https://us02web.zoom.us/j/89125006279?pwd=WXB3dDRYZGJ2VllvVFdNNkZLVTdLQT09> , or to access the zoom video by phone call 646-558-8656, Meeting ID: 891 2500 6279, Passcode: 112807.

IFB documents are available from the Purchasing Department during standard office hours: Monday through Thursday 8:00 A.M.-4:30 P.M. and 8:00 A.M. – 12:00 P.M. on Fridays. Bid documents may also be downloaded online through the Purchasing Department page of the town website: www.longmeadow.org . Select the link ‘Bids & RFPs’ ,then link: ‘Bid & RFP Finder’ to access documents online. Bidders that download documents online are encouraged to register with the Purchasing Department to receive updates. Others will be responsible to monitor the website prior to the bid deadline for additional information and issued addenda. Failure to acknowledge addenda may result in a bid rejection.

A MANDATORY pre-bid conference for General Contract work and site review will begin at Longmeadow High School, 95 Grassy Gutter Road, Longmeadow, MA 01106. Gather promptly at the main entry at **10:00am on Thursday, September 16, 2021**. Bidders are required to register during the conference. Bids received from those that have not had a representative register during the mandatory pre-bid conference will be rejected.

General Bids shall be accompanied by a bid deposit in an amount which is not less than five percent (5%) of the bid amount. Bid deposits shall be made payable to the ‘Town of Longmeadow’ in the form of a bid bond or a certified check, treasurer's check or cashier's check issued by a responsible bank or trust company. All bidders shall comply with minimum wage rates as set forth under the provisions of M.G.L., Chapter 149, Sections 26 to 27H inclusive and agree to provide statements of compliance as required. A 50% Payment Bond will be required of the successful contractor.

The Town of Longmeadow acting through the Town Manager, the Awarding Authority reserves the right to reject any or all bids, waive minor informalities, and award in the best interest of the Town. After proposals are opened, no bidder may withdraw the proposal for a period of thirty (30) days.

The Scope of Work shall include, but not be limited to, providing of all labor, materials, and equipment necessary for the work outlined below, as shown on the drawings, and as described in the specifications:

1. The drawings and specification have been created to indicate the replacement display case glass door assemblies. The contractor will be responsible for the removal and disposal of the existing glazing. Miscellaneous other work items are also required.
2. Miscellaneous Definitions:
 - a. "Furnish" means supply and deliver to the project site or other designated location, ready for unloading, unpacking, storing, assembly, installation, application, erection, or other form of incorporation into the project, and maintained ready for use. Supply and deliver products requiring additional or supplemental fitting, assembly, fabrication, or incorporation into other elements of the project directly to the fabricator, installer or manufacturer as required.
 - b. "Install" means unload, unpack, use, fit, attach, assemble, apply, place, anchor, erect, finish, cure, protect, clean, and similar operations required to properly incorporate work into the project.
 - c. "Provide" means furnish and install.
3. The purpose of the bid package is to obtain bids to perform demolition and new construction as outlined in the drawings and this Scope of Work.
4. The Owner wishes to receive bids for all work indicated in the documentation and the specifications.
5. All work shall be performed by licensed and insured contractors.
6. Contractor shall adhere to local, state, and federal codes which may apply.
7. Contractor shall obtain and pay for all necessary permits applicable to his work. The Town will waive the construction permit fee for projects involving municipal buildings.
8. Contractor shall restore to original condition any surfaces or items which become damaged during the work.
9. Contractor shall keep areas broom clean at the end of each day. All new work shall be thoroughly cleaned prior to final acceptance.

-
10. All demolition, packing, or discarded materials shall be removed from the site after approval to do so, and disposed of properly by the contractor unless designated for relocation or storage per Owner's direction.
 11. The contractor shall provide submittals for review and approval by the A/E. Provide all equipment warranties and operating instructions. Provide Architect with Contractor's overnight delivery account number so that Architect may return reviewed submittal by overnight service.
 - a. Electronic submittals in the form of .pdf files are acceptable.
 12. Do not block receiving docks other than for use in unloading materials or equipment.
 13. The contractor may make use of existing power, water, and other utilities in the building.
 14. Labeling and testing of all new systems for proper operation as required.
 15. Hazardous Materials:
Material testing has not been performed in this building. The building was constructed in 2013 and is not suspect of containing regulated materials.
 16. Project Timeline:
The Contractor must have availability to perform and complete all Scope of Work within the required timeline.

Because the building will be occupied with students for the school season, work can only be performed the weeks of:

- December 27-31, 2021 (December Break) – For Mock-Up Installation
- February 21-25, 2022 (Winter Break) – To complete the installation of the remaining units

1. LOCATION

The complete project takes place at the Town of Longmeadow High School.

2. CONTRACT DOCUMENTS

Bid documents are available online through the Longmeadow Purchasing Department page found on www.longmeadow.org. Reference the legal notice for instructions to access documents online.

3. SITE EXAMINATION

A mandatory pre-bid contractor's meetings is to be held at the site per the Invitation to Bid. Those submitting bids must attend the mandatory pre-bid conference and register with the Longmeadow Procurement Manager during the conference.

4. SUBMITTAL, RECEIPT, AND OPENING OF BIDS

Bids received no later than the days and times set forth below will be publicly opened immediately following the deadline in the auditorium located in the same building as the Purchasing Coordinator.

General Bid contract work

General Contract work will be received by the Town of Longmeadow (herein called the "Owner") Sealed bids for this work will be received until **2:00PM on Tuesday, September 28, 2021**. at the Longmeadow Purchasing Department, Town of Longmeadow, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106.

Each sealed envelope containing a bid must be plainly marked on the outside as '**IFB – Longmeadow High School – Display Case Glass Replacement**'. The envelope shall also bear on the outside the name of the bidder and his address. Faxed bids are not acceptable.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date scheduled shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder(s).

5. PREPARATION OF BID

All bids must be made on the required Bid Form. All blank spaces for bid prices must be completed in ink or typewritten. The Bid Form must be executed when submitted. A conditional or qualified bid will not be considered. The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner, or any other person shall not affect the risks or obligations assumed by the contractor, or relieve him/her from fulfilling any of the conditions of the contract.

6. MODIFICATION OF BID

No modification of any bid will be considered by the Awarding Authority unless such modification is in writing, sealed and received by the Awarding Authority prior to the times respectively established herein for the receipt of the filed Sub-Bids and General Bids.

7. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the drawings, specifications, or other contract documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Chad Thompson, Procurement manager for the Town of Longmeadow. Send inquiries to cthompson@longmeadow.org, Phone – 413-565-4185. To be given consideration, written inquiries must be received no later than one hundred twenty hours (5 days) before the bid deadline. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and all addenda so issued shall become part of the contract documents. Contractor shall acknowledge receipt of all addenda on his Bid Form.

8. BIDS

The bidder shall state in the blank spaces provided on the Bid Form, in both figures and words, the price for the work to be performed under this contract. Any unit prices applicable to the work and any amounts for alternates shall also be entered on the Bid Form.

9. TAXES

The Town has tax-exempt status. The successful bidder will receive the tax number to submit for sales tax waiver.

10. BONDS

A 50% payment bond issued by a company authorized to do business in Massachusetts and satisfactory to the Awarding Authority will be required from the successful bidder upon contract award.

Bonds shall be made payable to the Town of Longmeadow.

Contractor to utilize AIA Document A311 Performance Bond and Labor and Material Payment Bond.

11. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of this project and the employment of labor therein. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder understands that there will be other contractors working on the project and agrees that in carrying out his work he will employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning quantities of work or concerning the nature of the work to be done.

12. The bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

13. OBLIGATION OF BIDDERS

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings, specifications and contract documents. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder of any obligation with respect to his/her bid.

14. ARCHITECT/ENGINEER

The Architect for the project is Hill-Engineers, Architects, Planners, Inc. Their address is 50 Depot Street, Dalton, MA 01226.

Questions and inquiries for the architect shall be submitted through the Town of Longmeadow Procurement Manager, Chad Thompson.
cthompson@longmeadow.org, Phone- 413-565-4185.

15. SUBSTITUTIONS

Any reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make, or catalog number, shall be interpreted as establishing a standard of quality, and shall not be construed as limiting competition. The contractor, in such cases, may, at his option, use any article, device, product, material, fixture forms or type of construction which, in the judgment of the architect as acceptable.

Upon contract award with the successful bidder submittals will be submitted to the architect for review and authorization. At this time the article, device, product, material, fixture, form or type of construction proposed by the successful bidder will be supplied to the architect for review for the determination of equal and comparable. The burden of proof of equality of a proposed substitution shall rest with the contractor.

If a proposed substitution is not approved in writing with the awarded contractor, the contractor shall use the specified article, device, product, material, fixture, form or type of construction.

When a substitute article, device, product, material, fixture, form or type of construction is approved, any modification(s) to the work necessary as a result of the use of such substitute shall be made, complete by the contractor and at no additional expense to the Owner. No substitutions will be considered otherwise unless specifically provided in the contract documents.

16. LABOR REQUIREMENTS

All paid labor shall be capable of providing "First Class" quality workmanship.

18. EQUAL OPPORTUNITY

Massachusetts State Laws prohibits discrimination, the Town of Longmeadow is an affirmative action/equal opportunity employer, and encourages participation from certified minority and women-owned businesses.

19. WAGE REPORTING

The minimum wages to be paid for all labor on the project are established and in a schedule issued by the Department of Labor and Workforce Development, in accordance with Section 26A-27H of Chapter 149 of the M.G.L., as amended, said schedule being made a part of the Contract Documents and is included therein.

Contractor shall submit weekly payroll records to the Owner. Contractor and sub-contractors to use "Weekly Payroll Report Form" included in contract documents.

20. FILED SUB-BIDS

There are no filed sub-bids for this project. All of the associated work is the general bid.

21. METHOD OF AWARD

The contract will be awarded to the lowest responsible and eligible bidder on the basis of the proposed Contract Price. Special attention is directed to the provision of General Laws Chapter 149, Section 44A defining the term 'lowest responsible and eligible bidder'. The project reference forms are supplied with the Bid Submission Forms. It is important that the information supplied allows the Town with the information needed to be able to complete an evaluation of the bidder.

22. POST-BID CONFERENCE

A post-bid conference will be held at the project prior to the execution of the General Contract with the successful General Bidder, the selected filed Sub-Bidders, and the Owner and Architect attendance to discuss the scheduling of operations to be performed under the contracts. The date of such conference will be established by the Owner/Architect.

23. TIME OF SUBSTANTIAL COMPLETION

It is agreed that time is of essence for the completion of all contracted work. The selected Bidders must agree to commence the project execution upon receipt of Notice to Proceed. Contractors will agree to obtain project Substantial Completion within a two (2) week period. Substantial Completion to be obtained by February 25, 2022 (LHS Winter break is 2/21/22-2-25/22 for remaining installations). The weeks will be agreed by all parties.

FORM FOR GENERAL BID

Bidder shall fill in all blank spaces.

Failure to complete any portion of the " FORM FOR GENERAL BID " may disqualify the bidder.

TO: Town of Longmeadow
Purchasing Department
Attn: Chad Thompson, Procurement Manager
735 Longmeadow Street, Suite 101
Longmeadow, MA 01106

BIDDER _____

BIDS DUE: Tuesday, September 28, 2021 at 2:00PM

The undersigned certifies that the contract documents, specifications and drawings have been carefully examined, and that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood, and that at no time will a misunderstanding of the contract documents be pleaded.

The undersigned proposes to furnish all labor, materials, and equipment required and incidental and pay all bonds, taxes, and permits required for the carrying out of the work for the **Longmeadow High School – Display Case Glass Replacement** in accordance with the drawings and specifications prepared by Hill-Engineers, Architects, Planners, Inc. for the contract price as specified below and outlined herein and subject to the additions and deductions heretofore provided for in the specifications.

The bidder acknowledges receipt of the following addenda:

(Continued on next page)

BASE BID:

Provide the cost for the base bid work that encompasses the complete display case glass replacements and appurtenances and understanding of the timeline for the work.

(Written in words)

BASE BID \$ _____

The undersigned agrees that for any extra work, the contract price shall be increased by the actual cost of the work in place plus _____ percent of the actual cost added to cover all profit and overhead for the General Contractor's work **OR** plus _____ percent of the actual cost added to cover all profit and overhead for all Subcontractor's work.

For any work deleted, the contract price shall be reduced by the actual cost of the work in place. Any adjustment for work added or deducted after the contracts have been signed will be adjusted upon instructions as outlined in the specifications.

The sub-division of the proposed contract price is as follows:

ITEM 1 The work of the Contractor, being all work other than that covered by
Item 2, \$ _____.

ITEM 2 Sub-bids as follows:

<u>SUBTRADE</u>	<u>SECTIONS</u>	<u>SUB-BIDDER</u>	<u>AMOUNT</u>	<u>BONDS REQUIRED</u> <u>INDICATE</u> <u>YES/NO</u>
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____

TOTAL OF ITEM 2\$ _____

The undersigned agrees that each of the above-named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made.

The undersigned agrees that if he is selected as contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this general.

The undersigned agrees that if he is selected as General Contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this general bid and furnish a Performance Bond and also a Labor and Materials or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the awarding authority and each in the sum of one hundred percent of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with the Owner, A/E, and all other elements of labor employed or to be employed on the worksite. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to Section 44A.

Date: _____

Name of General Bidder

(Affix corporate seal
here if Bidder is a
corporation)

By: _____
Name of Person Signing Bid

Title

Business Address

City and State Zip Code

Phone Fax

Email

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

CONTRACTOR'S AFFIDAVIT

The undersigned further 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 subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section 29F of Chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Signature

Print Name of Bidder

Project Number

Business Address

Awarding Authority

Telephone Number

The undersigned agrees that if selected, will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of the General Contractor.

The undersigned agrees that if selected, will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this general bid and furnish a Performance Bond and also a Labor and Materials or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the awarding authority and each in the sum of one hundred percent of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with the Owner, A/E, and all other elements of labor employed or to be employed on the worksite. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he/she will comply fully with all laws and regulations applicable to awards made subject to Section 44A.

The undersigned offers the following information as evidence for qualifications to perform work as bid in accordance with all requirements of the drawings and specifications:

1. Have been in business under the present business name for ____ years.
2. Failed to complete any work awarded? (Check one below.)
 - Yes
 - No

The undersigned further 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 subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section 29F of Chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned hereby agrees that all prices contained herein shall be valid for a period not exceeding thirty (30) days (weekends and holidays not included) from date of the General Bid opening.

Date: _____

Name of Sub-Bidder

(Affix corporate seal
here if Bidder is a
corporation)

By: _____
Name of Person Signing Sub-Bid

Title

Business Address

City and State Zip Code

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1.FIRM NAME: _____

2.WHEN ORGANIZED: _____

3. INCORPORATED?

_____ YES

_____ NO DATE AND STATE OF INCORPORATION:_____

4. IS YOUR BUSINESS REGISTERED WITH SOMWBA FOR THE FOLLOWING WOMEN AND/OR MINORITY CATEGORIES:

MBE? _____ YES _____ NO

WBE? _____ YES _____ NO or

MWBE? _____ YES _____ NO

5.LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

6.HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

_____ YES

_____ NO

IF YES, WHERE AND WHY?

7.HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO

IF YES, PROVIDE DETAILS.

8.
LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

9.
IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING **CONTRACTS COMPLETED BY YOUR FIRM LISTING ONLY PROJECTS OF SIMILAR NATURE TO THE PROJECT BEING BID**. A MINIMUM OF TWO (S) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECTNAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10.

The undersigned certifies that the information contained herein is complete and accurate and here by authorizes and requests any person, firm, or corporation to furnish any information requested by the Town in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____

BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

(End Bid Submission Form)

ATTESTATION OF TAXES

AT - 1

Chapter 223 (Sections 35 and 36) of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program, which became effective July 1, 1983. One aspect of the law requires that the providers of goods and services attest, under penalties of perjury, that they are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, the Attestation of Taxes must be signed and submitted with the bid to the Awarding Authority.

Any person failing to sign the Attestation of Taxes shall not be allowed to obtain, renew, or extend a license, permit, or public contract.

Pursuant to M.G.L. Chapter 62c, Section 49A, I hereby certify, under the penalties of perjury, that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes as required by law.

Signed under penalties of perjury this _____ day of _____, _____.

Signature and title of responsible company officer:

Corporate Seal (Affix Below)

WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

PR - 1

In accordance with Massachusetts General Law c149, Section 27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the next page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Industries within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE	
_____, 20____	
I, _____,	_____
(Name of signatory party)	(Title)
do hereby state:	
That I pay or supervise the payment of the persons employed by	
_____	_____
(Contractor, subcontractor or public body)	(Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.	
Signature _____	
Title _____	

WEEKLY PAY ROLL REPORT FORM

Company Name: _____

Project Name: _____

Awarding Auth.: _____

Work Week Ending: _____

Final Report

Prime Contractor

Subcontractor

List Prime Contractor: _____

Employer Signature: _____

Print Name & Title: _____

Employee Name & Address	Work Classification	Hours Worked							Tot. Hrs.	(B) Hourly Base Wage	Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A*F] Weekly Total Amount
		S	M	T	W	T	F	S			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp.		

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

-
- Item 1. Equipment, materials or supplies required to be furnished by the contractor shall be received, unloaded, and stored at the risk of the contractor until incorporated in the work and accepted by the Owner. All freight charges for equipment, material, and supplies to be included in bid price.
- Item 2. The contractor shall submit to the Owner the name of its designated representative on the job site, and the names and addresses of all major material suppliers and any subcontractors.
- Item 3. The contractor shall comply with the occupational safety and health regulations and standards for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596). The contractor shall also comply with the Owner's safety and work rules at all times, including having adequate first aid and fire prevention equipment on the site, with personnel trained in their use.
- Item 4. The contractor will at all times keep the job site free from accumulation of rubbish and waste materials and on completion of the work will leave the job site in a clean condition.
- Item 5. The A/E shall have the authority to disapprove or reject work which is defective or unsatisfactory and does not meet the requirements of the contract documents, to require special inspection and testing of the work, and shall in all respect act as the Owner's agent to secure satisfactory work as intended by the contract documents.
- Item 6. The contractor shall invoice work under this contract on AIA Document G702 Application & Certificate for Payment and G703 Continuation Sheet. It is the Owner's intent to withhold 10% of the payment due the contractor as retainage until substantial completion.
- Item 7. The A/E will assist the Owner, as the Owner may require, in inspection of the work and management of the construction.
- Item 8. The Owner will issue communications to the contractor either direct or through the A/E.
- Item 9. The contractor will be given access to those portions of the site premises required for performance of the contract and will be responsible for the care and control thereof.

Item 10. No machinery, equipment or supplies will be furnished by the Owner to the contractor unless called for by the terms of the contract or specifically authorized by the Owner.

Item 11. The contractor shall exercise extreme care and caution in work near existing structures and machinery. Any utilities encountered during the work shall be protected and maintained in service by the contractor unless otherwise authorized by the Owner.

Item 12. The contractor shall at his own expense repair and replace all buildings, structures, equipment, utilities, sidewalks, curbs, drives, lawns, plants, trees and shrubbery damaged by the contractor during the course of the work.

Item 13. For contracts which provide payments based upon time and materials, the scope of the work must be defined in writing and invoiced separately as to labor and materials. Daily time sheets indicating each employee by name, trade or classification, hours worked, date of work, and job performed or description of work will be submitted daily, signed by the contractor's designated representative. A copy of each of the daily time sheets, daily equipment time sheets for equipment rentals, materials lists and suppliers invoices shall be submitted to the Owner with each invoice for the work performed.

Item 14. Insurance Requirements

The contractor shall purchase and maintain liability insurance coverage as set forth in the Standard General Conditions and as specified below.

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide and maintain, until the work is completed and accepted by the Owner, minimum insurance coverages as follows:

<u>Type of Coverage</u>	<u>LIMITS</u>
Worker's Compensation, including coverage under Longshoremen's and Harbor Worker's Act where applicable.	Statutory

Employer's Liability	<u>\$1,000,000</u>	
	Each Occurrence	
 Comprehensive General Liability		
Bodily Injury	<u>\$1,000,000</u>	
	Each Occurrence	
Property Damage including coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities.	<u>\$1,000,000</u>	
	Each Occurrence	or total contract amount, whichever is greater
Products and Completed Operations	<u>\$1,000,000</u>	
	Each Occurrence	
 Contractor's Protective Liability		
Bodily Injury	<u>\$1,000,000</u>	
	Each Occurrence	
Property Damage	<u>\$1,000,000</u>	<u>\$1,000,000</u>
	Each Occurrence	Aggregate
 Contractual Liability in Accordance with Agreement(s) between Owner and contractor.		
Bodily Injury	<u>\$1,000,000</u>	
	Each Occurrence	
Property Damage	<u>\$1,000,000</u>	<u>\$1,000,000</u>
	Each Occurrence	Aggregate
 Comprehensive Automobile Liability covering all owned, hired, and non-owned automotive equipment used by or with the permission of the Contractor including the loading and unloading thereof with the Owner included as an additional insured.		

SUPPLEMENTARY CONDITIONS

SC - 4

Bodily Injury	<u>\$1,000,000</u> Each Person	<u>\$1,000,000</u> Each Occurrence
Property Damage		<u>\$1,000,000</u> Each Occurrence

Item 15. Standard General Conditions

Reference:

The contractor shall comply with the Owner-Contractor Agreement for Public Building Construction or Renovation'. A sample copy of the contract is included herein.

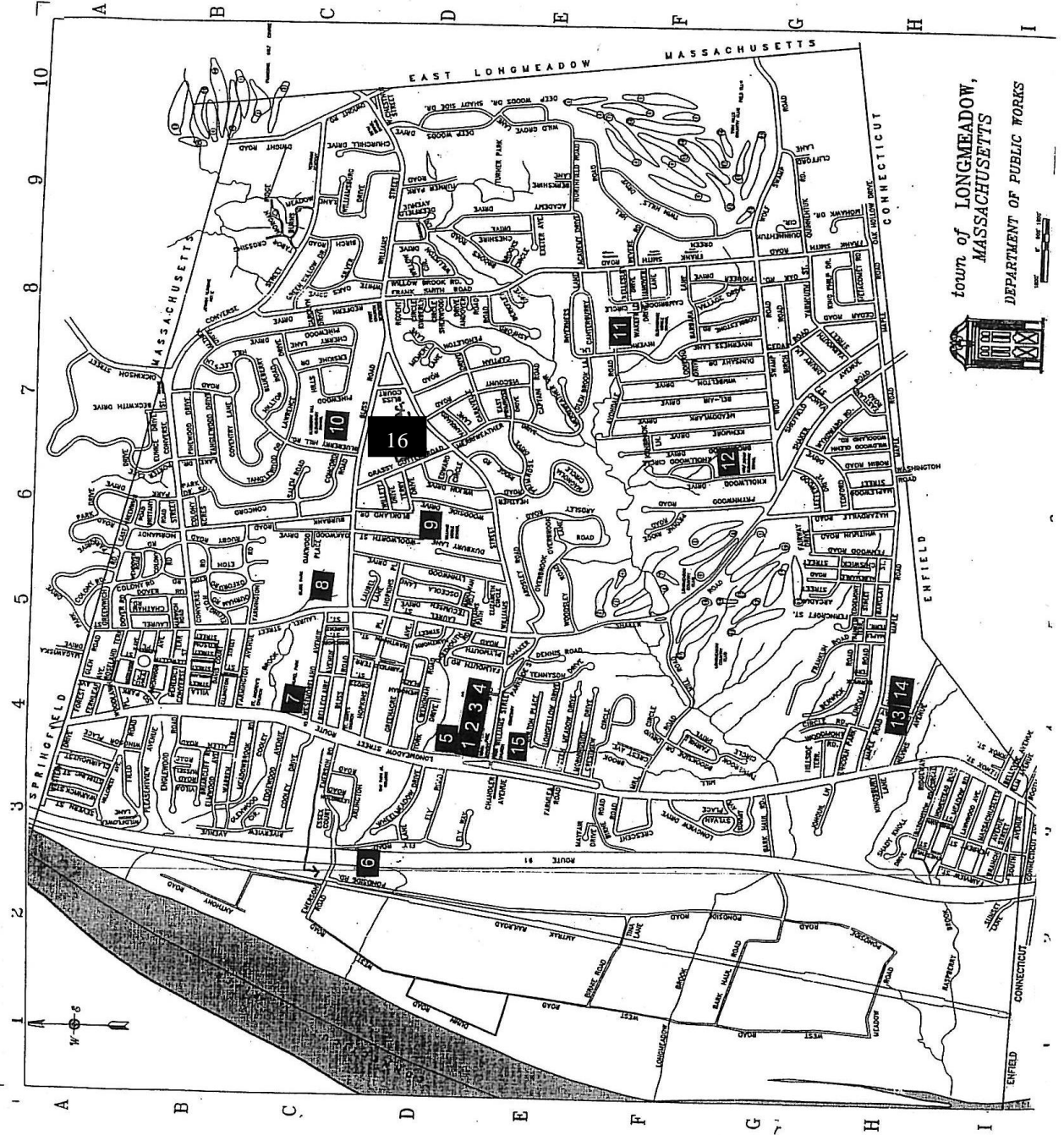
Item 17. Work time/days for construction:

The contractor shall coordinate the project with the Owner representative such that all of the work is not in conflict with the building operations.

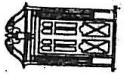
<u>DRAWING NUMBER</u>	<u>TITLE</u>
G-001	TITLE SHEET
A-101	DISPLAY CASE #1 - PLAN, SECTION AND ELEVATION
A-102	DISPLAY CASE #2 - PLAN, SECTION AND ELEVATION
A-103	DISPLAY CASE #3 - PLAN, SECTION AND ELEVATION
A-104	DISPLAY CASE #4 - PLAN, SECTION AND ELEVATION
A-105	DISPLAY CASE #5 - PLAN, SECTION AND ELEVATION
A-106	DISPLAY CASE #6 - PLAN, SECTION AND ELEVATION
A-501	DISPLAY CASE GLASS DOOR DETAIL
A-502	DISPLAY CASE GLASS DOOR DETAIL

Project Site Locus Plan:

LOCATION 16, 95 Grassy Gutter Road, Longmeadow, MA 01106



town of LONGMEADOW,
MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS



SAMPLE CONTRACT: TO BE COMPLETED UPON CONTRACT AWARD

**OWNER-CONTRACTOR AGREEMENT
FOR PUBLIC BUILDING CONSTRUCTION OR RENOVATION**

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and twenty one, between TBD, with a usual place of business at TBD, hereinafter called the CONTRACTOR, and the Town of Longmeadow, Massachusetts acting by its Town Manager and/or Select Board, with a usual place of business at 20 Williams Street, Longmeadow, MA 01106, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as Town of Longmeadow, Longmeadow High School Display Case Glass Replacement, in strict accordance with the Contract Documents and all related Drawings and Specifications per IFB packet, ATTACHMENT A: Invitation for Bid, Longmeadow High School, Display Case Glass Replacement, September 2021. per bid documentation prepared by Hill Engineers, Architects, Planners. The said Documents, Specifications, Drawings and any general supplementary conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$TBD per bid price proposal specifications, ATTACHMENT B, signed TBD, and dated TBD.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall obtain **Substantial Completion to be obtained by February 25, 2022, the Substantial Completion Date** (work can be performed during Longmeadow High School winter break which is the week of February 21, 2022 to February 25, 2022).

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The

amount of liquidated damages shall be \$100.00 per calendar day per following the date required for substantial completion.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. Permits that would be obtained from the Town of Longmeadow Building Department shall be provided at no charge to the Contractor.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and

that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

(6) The Contractor shall comply with applicable OSHA, State and municipal regulations and requirements for services and facilities in the performance of all requirements of this contract. OSHA safety requirements shall be adhered to for all personnel performing construction, reconstruction, alteration, remodeling or repair of any building or public works project.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects.

The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, 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 the Contractor and is not guaranteed.

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

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in

the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not 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 Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is X is a project architect-engineer for this project who is [Mr. Jamie Reinhardt of Hill-Engineers, Architects, Planners, Inc of Dalton, MA 01226](#). Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.

- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

The undersigned agrees that for any extra work, the contract price shall be increased by the actual cost of the work in place plus _____ percent of the actual cost of work added to cover all profit and overhead for the General Contractor's work, OR plus _____ percent of the actual cost added to cover all profit and overhead for the Subcontractor's work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the

Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- 50% Labor & Materials Payment Bond (if applicable per IFWR)
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- General Requirements
- Specifications and Addenda
- Contract Drawings
- Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be 1,000,000.00 aggregate provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations

The limits of liability for coverage required under the preceding paragraph shall be as required by the Owner.

Except for Workmen's Compensation, all liability coverage shall name the Town of Longmeadow as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. **Royalties and Patents:** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. **Assignment:** The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

- D. Safety and Protection: Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. The contractor shall at all times safely guard and protect their own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon the completion of the work. The Contractor shall comply with all applicable OSHA, State and municipal regulations and requirements for services and facilities in the performance of all requirements of this contract. OSHA safety requirements and training certification shall be adhered to for all personnel working on Town property.
- E. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**CERTIFICATE OF INSURANCE
(PROVIDE AN INSURANCE CERTIFICATE NAMING LONGMEADOW AS INSURED)**

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of _____ (OWNER) and

1. Name of Insured _____
2. Address of Insured _____
3. Location and Description of Work _____
_____ Project Contract No. _____

Coverage and Limits of Liability
(at least as shown below)

	Bodily Injury Liability	Property Damage Liability
--	----------------------------	------------------------------

Policy Number	Effective Date	Expiration Date	Each Occurrence	Each Aggregate		
---------------	----------------	-----------------	-----------------	----------------	--	--

A. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)

			\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
--	--	--	-------------	-------------	-------------	-------------

B. Comprehensive General Liability

			\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
--	--	--	-------------	-------------	-------------	-------------

Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations
4. Contractual as Below 5. Independent Contractors
6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability

			Each Person	Each Accident	Each Accident
--	--	--	-------------	---------------	---------------

Including: 1. All Owned 2. Hired \$1,000,000 \$1,000,000 \$1,000,000
3. Non-owned

D. Workman's Compensation

	Compensation Statutory State(s)
Coverage B Limit	\$1,000,000 if Applicable

E. Umbrella Liability

	\$ _____ Aggregate
--	--------------------

F. Builder's Risk Insurance - "All Risk" Completed Value Form

	\$ _____
As Specified in Contract or Agreement	

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site.
- D. Work sequence.
- E. Owner occupancy.
- F. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes:

The complete removal of the existing glass doors, hardware and appurtenances. Provide new glazing assemblies (pivot doors with top and bottom rails and lock mechanisms) as indicated on the project Drawings. The patching of holes from removed hardware is also required.

IMPORTANT: The mock-up of two (2) display cabinets will be performed PRIOR to the order of additional materials to complete the project. The existing glazing and hardware will be retained until final approval by TOL and the architect.

- B. Work of the Contract is identified in the Bid Section of the specifications.

1.3 WORK BY OWNER

- A. The Owner will award a contract for the project commencing on the date established in the post-bid conference.
- B. Owner will remove and retain possession of the following items before start of work:
 - 1. None at this time.

1.4 CONTRACTOR'S USE OF SITE

- A. Access to Site: Shall be instructed by the Owner.
- B. Emergency Building Exits During Construction: Shall be coordinated with the approval by the Owner and Building Commissioner.

- C. Construction Operations: Shall be instructed by the Owner.
- D. Time Restrictions for Performing Interior Work: Shall be instructed by the Owner.
- E. Utility Outages and Shutdown: Shall be coordinated with the approval by the Owner.

1.5 WORK SEQUENCE

- A. Construct Work to accommodate Owner's occupancy requirements during construction period, coordinate construction schedule and operations with the Owner/Architect.

1.6 OWNER OCCUPANCY

- A. The Owner will occupy the premises during the entire period of construction.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Contractor to comply with the Town noise ordinance. With the agreement by the Town, the building may be opened and or closed outside of the scheduled/posted hours. Contractor is reminded that the building will remain in operation and will work with the Fire Department and Longmeadow representative to minimize disruption and to coincide with operations.

1.7 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Cutting and patching.
- E. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs. (NOT USED FOR THIS PROJECT.)
- D. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, and Contractor.
- C. Agenda:

1. Submission of executed bonds and insurance certificates.
 2. Distribution of Contract Documents.
 3. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 4. Designation of personnel representing parties in Contract, Owner, and Architect/Engineer.
 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 6. Scheduling.
- D. Contractor shall record minutes and distribute copies within two days after meeting to participants, with copy to Architect/Engineer, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
- C. Contractor shall record minutes and distribute copies within two days after meeting to participants, with copy to Architect/Engineer, Owner, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Execute cutting, fitting, and patching to complete Work.
- C. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- D. Restore Work with new products in accordance with requirements of Contract Documents.
- E. Maintain integrity of construction; completely seal voids.
- F. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

- G. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.
- H. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.
- I. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- K. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- L. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Samples.
- F. Certificates.
- G. Manufacturer's instructions.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with separate transmittal identifying the product. Electronic (.pdf) form of submittals is acceptable.
- B. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite Project, and deliver to Architect/Engineer. Coordinate submission of related items.
- E. For each submittal for Architect/Engineer review, allow one (1) week excluding delivery time to and from Contractor.
- F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- G. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- H. When revised for resubmission, identify changes made since previous submission.

- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- J. Submittals not requested will not be recognized or processed.
- K. Provide Architect with Contractor's overnight delivery account number so that Architect may return reviewed submittal by overnight service.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit preliminary outline Schedules within (10) ten days after date of established in Notice to Proceed for coordination with Owner's requirements. After review, submit detailed schedules within (10) ten days modified to accommodate revisions recommended by Architect/Engineer and by Owner.
- B. Submit revised Progress Schedules every (2) weeks.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

1.4 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Architect/Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.5 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

- B. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- C. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.
- D. See Drawings for additional requirements, photograph.

1.6 SAMPLES

- A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
 - 1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain (2) two samples.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.7 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.8 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

- E. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. Substitution Submittal Procedure:
 - 1. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.
- E. Spare parts and maintenance products.
- F. Maintenance service.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior surfaces exposed to view and; remove temporary labels.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the project area.

1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Protect finished floors from traffic, dirt, wear, damage, or movement of heavy objects.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record / Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.6 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts and 'attic stock' items, maintenance, and extra products in quantities specified in individual specification sections. None.
- B. Deliver to and place in location as directed by Owner; obtain receipt prior to final payment.

1.7 MAINTENANCE SERVICE

- A. Furnish service and maintenance of all components installed for (1) one year from date of Substantial Completion.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

END OF SECTION

SECTION 02 41 19

SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolishing designated building equipment and fixtures.
 - 2. Demolishing designated construction.
 - 3. Cutting and alterations for completion of the Work.
 - 4. Removing designated items for reuse and Owner's retention.
 - 5. Protecting items designated to remain.
 - 6. Removing demolished materials.

1.2 SUBMITTALS

- A. Section 01 33 00 – Submittal Procedures: Requirements for submittals.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.
- C. Shop Drawings:
 - 1. Indicate demolition and removal sequence.

1.3 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 – Execution of Closeout Requirements: Requirements for submittals.

1.4 QUALITY ASSURANCE

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.
- D. Perform Work in accordance with State, and Municipality standard.

1.5 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.

1.6 SEQUENCING

- A. Section 01 10 00 – Summary: Requirements for sequencing.

- B. Contractor shall sequence activities to expedite the Work.
- C. Owner will conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

1.7 SCHEDULING

- A. Section 01 33 00 – Submittal Procedures: Requirements for scheduling.
- B. Cooperate with the Owner in scheduling noisy, dusty and odor producing operations and waste removal that may impact Owners operation and occupancy in adjoining spaces.
 - 1. It may/will be necessary to perform Work on Saturdays and Sundays.
- C. Coordinate utility and building service interruptions with Owner.
 - 1. Do not disable or disrupt building fire or life safety systems without three (3) days prior written notice to Owner.
 - 2. Schedule tie-ins to existing systems to minimize disruption.
 - 3. Coordinate Work to ensure fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

1.8 PROJECT CONDITIONS

- A. Provide floor protection as each glass panel is removed and when new panel is being installed.
- B. Conduct demolition to minimize interference with adjacent and occupied building areas.
- C. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Mark location and termination of utilities.
- C. Erect, and maintain temporary barriers and security devices at work locations, including warning signs and lights, and similar measures, for protection of the Owner, and existing improvements indicated to remain. Barriers shall be secure to avoid the transmission of air and dust into the occupied building.

- D. Seal all openings and provide ventilation to prevent odors passing into the occupied spaces of the building.

3.2 SALVAGE REQUIREMENTS

- A. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner.

Hinges, screws and locking hardware.
- B. Tag components and equipment Owner designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove building components and equipment indicated to be salvaged.
- E. Disassemble as required to permit removal from building.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- I. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Maintain protected egress from and access to adjacent existing buildings at all times.
- C. Disconnect and remove designated utilities within demolition areas.
- D. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- E. Demolish in orderly and careful manner. Protect existing improvements.
- F. Carefully remove building components indicated to be reused.
 - 1. Disassemble components as required to permit removal.
 - 2. Package small and loose parts to avoid loss.
 - 3. Mark components and packaged parts to permit reinstallation.
 - 4. Store components, protected from construction operations, until reinstalled.

- G. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- H. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- I. Remove temporary Work.
- J. Protect all materials and equipment remaining.

END OF SECTION

SECTION 08 42 26

ALL-GLASS ENTRANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Structural glass doors and sidelights.
2. Rails and frames.
3. Door hardware.

1.2 REFERENCE STANDARDS

A. Aluminum Association:

1. AA DAF-45 - Designation System for Aluminum Finishes.

B. American Architectural Manufacturers Association:

1. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum.
2. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
3. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.

C. ASTM International:

1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
3. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass.

D. Builders Hardware Manufacturers Association:

1. BHMA A156.18 - Materials and Finishes.

E. Consumer Product Safety Commission:

1. CPSC 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.

1.3 COORDINATION

- A. Section 013000 - Administrative Requirements: Requirements for coordination.
- B. Coordinate Work of this Section with existing construction of display cabinets.

1.4 PRE-INSTALLATION MEETINGS

- A. Section 013000 - Administrative Requirements: Requirements for pre-installation meeting.

1.5 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information for system components, including glass, door hardware, rails, frames, and finishes.
- C. Shop Drawings: Indicate framed-opening requirements, tolerances, anchorage, fasteners, glass, door hardware, and installation details.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Delegated Design Submittals: Submit signed and sealed Shop Drawings with design calculations and assumptions for components resisting wind loads.
- F. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.
- G. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
- H. Qualifications Statements:
 - 1. Submit qualifications for manufacturer, installer, and licensed professional.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Section 017000 - Execution and Closeout Requirements: Requirements for maintenance materials.

1.7 QUALITY ASSURANCE

- A. Perform Work according to industry standards.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years' experience.
- B. Installer: Company specializing in performing Work of this Section with minimum five years' experience.

1.9 MOCKUPS

- A. Section 014000 - Quality Requirements: Requirements for mockup.
- B. Complete one display case unit (2-doors) at location #2 as indicated on the Drawings. Save all existing glass and hardware until final approval to proceed.
- C. Incorporate accepted mockup as part of Work.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Protect finished metal surfaces with wrapping; do not use adhesive papers or sprayed coatings which bond when exposed to sunlight or weather.
 - 3. Provide additional protection according to manufacturer instructions.

1.11 AMBIENT CONDITIONS

- A. Minimum Conditions: Install sealants and glazing materials when acclimated with the building temperature for a minimum of 24 hours.

1.12 EXISTING CONDITIONS

- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.

1.13 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties.
- B. Furnish five-year manufacturer's warranty for door components.

PART 2 - PRODUCTS

2.1 ALL-GLASS ENTRANCES

A. Manufacturers:

- 1. CRL - C.R. Laurence Co., Inc.

B. Description:

- 1. All-Glass Entrance System: Glass doors, rails, hardware, anchors, and attachments.
- 2. Door Operation: Swing.
- 3. Rails, Frames, and Patches: extruded aluminum.
- 4. Rail Shape: Tapered.
- 5. Rail Height: 2-5/16 inches.
- 6. Rail Thickness: 1-1/2 inches.
- 7. Rail Trough: for 9/16" glazing assembly
- 8. Stops and Locks: Incorporated into rails.
- 9.

C. Door Hardware:

- 1. Material: Anodized Aluminum.
- 2. Pivot:
 - a. Allow for alignment adjustment after installation.
 - b. Type:
 - 1) Offset.
 - 2) Single acting.
- 3. Lock: Bottom rail, concealed.
- 4. Lock Cylinders: Keyed lock. All unites keyed alike, provide 12 keys.

2.2 MATERIALS

A. Metal:

- 1. Steel Sections:
 - a. Comply with ASTM A36/A36M.
 - b. Shapes: To suit frame sections.

2. Aluminum Extrusions:
 - a. Comply with ASTM B221

B. Glazing:

1. Glass:
 - a. Tempered safety glass and laminate sheet as specified in Section 08 80 00 - Glazing.
 - b. Thickness: 9/16 inch.
 - c. Exposed Edges: Polished.

2.3 FABRICATION

A. Doors:

1. Top and bottom rails.

B. Allow for minimum clearances and shim spacing around perimeter of assembly.

C. Anchorages:

1. Prepare components to receive anchor devices and hardware.
2. Fabricate anchorage items.

D. Arrange fasteners, attachments, and jointing to ensure concealment from view.

E. Prepare components with drillings for door hardware.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that cabinetry openings are ready to receive Work of this Section.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.

3.3 INSTALLATION

- A. Use anchorage devices to securely attach pivot assembly to structure.
- B. Align assembly plumb and to indicated position, free of warp or twist.
- C. Maintain assembly dimensional tolerances, aligning with adjacent Work.

3.4 CLEARANCES

- A. Per manufacturer requirements for clearances.

3.5 TOLERANCES

- A. Per manufacturer requirements for tolerances.

3.6 ADJUSTING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for starting and adjusting.
- B. Adjust operating hardware for smooth and balanced operation.

3.7 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Remove protective material from prefinished surfaces.
- C. Washing:
 - 1. Wash down exposed surfaces using solution of mild detergent in warm water, applied with soft, clean wiping cloths.
 - 2. Take care to remove dirt from corners.
 - 3. Wipe surfaces clean.
- D. Remove excess sealant by moderate use of mineral spirits or other solvent approved by sealant manufacturer.

END OF SECTION

SECTION 08 80 00

GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Glass for metal rails.
2. Laminate film for glazing.
3. Glass glazing for cabinet shelves.

B. Related Requirements:

1. Section 08 42 26 All-Glass Entrances.

1.2 REFERENCE STANDARDS

A. American National Standards Institute:

1. ANSI Z97.1 - Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.

B. American Society of Civil Engineers:

1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

C. ASTM International:

1. ASTM C509 - Standard Specification for Elastomeric Cellular Preformed Gasket and Sealing Material.
2. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers.
3. ASTM C1036 - Standard Specification for Flat Glass.
4. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass.
5. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass.
6. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
7. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings.
8. ASTM E1425 - Standard Practice for Determining the Acoustical Performance of Windows, Doors, Skylight, and Glazed Wall Systems.

D. Consumer Product Safety Commission:

1. CPSC 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.

E. Glass Association of North America:

1. GANA Sealant Manual.
2. GANA Glazing Manual.
3. GANA Laminated Glazing Reference Manual.

1.3 PRE-INSTALLATION MEETINGS

- A. Section 013000 - Administrative Requirements: Requirements for pre-installation meeting.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 1. Glass: Submit structural, physical, thermal, solar, and optical performance characteristics, size limitations, and special handling or installation requirements.
 2. Glazing Sealants, Compounds, and Accessories:
 - a. Submit chemical, functional, and environmental characteristics, limitations, and special application requirements.
 - b. Identify available colors where exposed.
- C. Shop Drawings: Indicate sizes, layout, thicknesses, and loading conditions for glass.
- D. Manufacturer's Certificate: Certify that laminated glass meets or exceeds specified requirements and is provided with a label in a corner.
- E. Installer's Certificate: Certify that glass is furnished with identification label.
- F. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.
- G. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
- H. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- I. Manufacturer Reports: Certify that products have been installed according to manufacturer instructions.
- J. Qualifications Statements:
 1. Submit qualifications for manufacturer, installer, and licensed professional.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for maintenance materials.

1.6 QUALITY ASSURANCE

- A. Perform Work according to GANA Glazing Manual, and Laminated Glazing Reference Manual for glazing installation methods.
- B. Labeling:
 - 1. Apply labels to lower right corner of each glass panel when viewed as installed from interior of room or building.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years' experience.
- B. Installer: Company specializing in performing Work of this Section with minimum five years' experience.

1.8 MOCKUPS

- A. See Section 08 42 26 All-Glass Entrances for requirements for mockup.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

1.10 AMBIENT CONDITIONS

- A. See Section 08 42 26 All-Glass Entrances for requirements for conditions.

1.11 WARRANTY

- A. See Section 08 42 26 All-Glass Entrances for requirements for warranty.

PART 2 - PRODUCTS

2.1 PERFORMANCE AND DESIGN CRITERIA – LAMINATED GLASS

A. Clear:

1. Description:

- a. Comply with ASTM C1172.
- b. Product: 9/16” heat strengthened laminated glazing all edges polished.
Composition as follows:

Layer 1: 1/4” clear tempered glass.

Layer 2: .060 pvb interlayer.

Layer 3: 1/4” clear tempered glass.
- c. All edges polished.

2.2 GLAZING GASKETS AND TAPES

A. Elastomeric Sealants:

- 1. Materials: Compatible with adjacent materials including glass, laminated glass core and glazing channels.

B. Soft Gaskets:

- 1. Shape: Resilient extruded to suit glazing channel retaining slot.
- 2. Comply with ASTM C509.

2.3 SOURCE QUALITY CONTROL

A. Provide shop testing for safety glass.

B. Testing:

- 1. Insulating Glass: Comply with ASTM E2190.

C. Certificate of Compliance:

1. Submit certificate of compliance indicating Work performed at manufacturer's facility.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that openings for glazing are correctly sized and within acceptable tolerances.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions possibly impeding moisture movement, weeps are clear, and that surfaces are ready to receive glazing.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Clean contact surfaces with solvent and wipe dry.
- C. Seal porous glazing channels or recesses with primer or sealer compatible with substrate.
- D. Prime surfaces scheduled to receive sealant.

3.3 INSTALLATION

- A. Standards:
 1. Comply with GANA Glazing Manual.
- B. Interior Dry Method (Tape and Tape):
 1. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch.
 2. Place setting blocks at **1/4** points, with edge block no more than 2 inches from ends.
 3. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
 4. Place glazing tape on free perimeter of glazing in same manner as described above in this Paragraph.
 5. Install removable stop without displacement of tape, and exert pressure on tape for full continuous contact.
 6. Knife-trim protruding tape.

3.4 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- B. Manufacturer Services: Furnish services of manufacturer's representative experienced in installation of products furnished under this Section for not less than 1 day on Site for installation, inspection, field testing, and instructing Owner's personnel in operation and maintenance of equipment.
- C. Equipment Acceptance:
 - 1. Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.
 - 2. Make final adjustments to equipment under direction of manufacturer's representative.

3.5 CLEANING

- A. Section 017000 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Remove glazing materials from finish surfaces.
- C. Remove labels after Work is complete.
- D. Clean glass and adjacent surfaces.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.

END OF SECTION