



TOWN OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS
BUILDINGS & CEMETERIES DIVISION

MAINTENANCE AND REPAIR OF HVAC SYSTEMS 19C-192-0001

This is an unofficial Bid Spec. In order to bid on this project, you must attend the Mandatory walk through Thursday, August 30, 2018, 1:30PM at the Offices of the DPW, 25 Center Street, 2nd floor, Burlington, MA.

This is an unofficial Bid Spec. If this document is used to submit a bid then you must submit your contact information to Lisa Matarazzo at lmatarazzo@burlington.org in order to be added to the bidders list.

Town of Burlington
Department of Public Works
Buildings and Cemeteries Division
25 Center Street
Burlington MA 01803
781-270-1982

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INVITATION FOR BID

MAINTENANCE AND REPAIR OF HVAC SYSTEMS – CHAPTER 149

The Town of Burlington, MA DPW/Buildings and Cemeteries Division invites bids for the supply of services as described in the Public Works specifications for HVAC Preventive Maintenance and Repair Project No. 19C-192-0001.

It is the intent of the Town to award this contract for the period of October 1, 2018 through September 30, 2019.

In order to bid on this project, you must attend the Mandatory walk-through Thursday, August 30, 2018, 1:30PM at the offices of the DPW, 25 Center Street, 2nd floor, Burlington, MA - The Specifications and Bid Form must be individually sealed and submitted in an envelope on or before 4:00 PM, Thursday, September 6, 2018 addressed to the **Town of Burlington, DPW/Buildings and Cemeteries Division, 25 Center Street, Burlington, MA 01803 endorsed with the name and address of the bidder and clearly marked with the applicable contract name and number at which time bids will be opened and publicly read.**

All bids shall be accompanied by a bid deposit in the amount of not less than five percent (5%) of the value of the total bid. Bid deposit shall be in the form of a bid bond, Treasurer's check or Cashier's check issued by a responsible bank or trust company. Said deposit is to be the property of the Town of Burlington, if the bidder fails to execute the contract after he has been officially notified that the contract has been awarded to him.

The Town of Burlington reserves the right to award and/or reject any and all bids or proposals for any reason determined to be in the Town's best interest.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including General Laws Chapter 149, as amended.

The Town of Burlington is an affirmative action/equal opportunity employer/ purchaser.

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Burlington, Massachusetts, herein called the Owner, acting by and through its Department of Public Works-Buildings and Cemeteries Division, will receive sealed bids for Maintenance and Repair of HVAC Systems of selected town buildings, at the **Department of Public Works, 25 Center Street, Burlington, MA 01803** as specified in the Invitation for Bid at which time bids will be publicly opened and read.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after opening the bids.

2. Location and Work to be done

The Location of the Work to be done is described in Scope of Work and Schedule.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bidder must attend the mandatory walk on August 30, 2018, 1:30PM at the Offices of the Department of Public Works, 25 Center St, 2nd floor, Burlington, Massachusetts to participate in this bid.

Each bid must be submitted in a sealed envelope bearing on the outside **the name of the bidder, his address, and endorsed with the name of the project as well as the bid bond.**

If forwarded by mail, **the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids.**

The following sections must be completed as part of the bid package:

- Form of General Bid
- Acknowledgement of Addenda, if any
- Bid Forms
 - Contractor References and Qualifications
 - Pricing
 - Certifications

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected without opening; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified as the bid opening date.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may arrange a time to examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Ability and Experience of Bidder

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

Bidder shall have a minimum of five (5) years' experience and have completed satisfactorily jobs within that time of similar size and scope.

The Contractor must submit with his bid proposal a list of jobs which he has successfully completed, giving the name and the address of these projects so they can be investigated prior to the award of the contract.

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

6. Condition of Work

Each bidder must familiarize himself fully with the conditions relating to the services required for the project and the employment of labor thereon. 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. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any Town Department Operations.

7. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing addressed to the **Town of Burlington, DPW Buildings & Cemeteries Division, 25 Center Street, Burlington, MA 01803** and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

8. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulation of all authorities having jurisdiction over completion of the 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.

9. Information Not Guaranteed

All information given in the Contract Documents relating to conditions and building structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the conditions or building structures encountered during services provided will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Superintendent of Buildings and Cemeteries, arising from or by reason of any variance which may exist between the information made available and the actual conditions or other structures actually encountered during the services provided, except as may otherwise be expressly provided for in the Contract Documents.

10. Bid Security

Each bid must be accompanied by a BID BOND, CASH, or CERTIFIED CHECK, payable to the Town, in the amount stated in INVITATION TO BID. Such checks may be returned to all except the three (3) lowest responsible and eligible bidders within five (5) days, Saturday, Sundays, and legal holidays excluded, after the opening of bids, and the remaining checks will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within thirty (30) days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and 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 periodical estimates.

11. Right to Reject Bid

The Owner reserves the right to waive any informality or reject any and all bids and alternate bids, should the Owner deem it to be in the public interest to do so.

The Owner also reserves the right to reject the bid of any bidder that the Owner considers to be unqualified based on the criteria set forth in Article 5 herein.

12. Time for Completion

The bidder must agree to commence work and to fully complete the project within the time limit stated in SCOPE OF WORK AND SCHEDULE.

13. Comparison of Bids

In the event that there is a discrepancy in FORM OF GENERAL BID in pricing written in words and figures, the prices written in words will govern.

14. Rule for Award of Contract

The Contract will be awarded to “the lowest responsible and responsive bidder” for the Total Price Bid pursuant to General Laws Chapter 149 as amended. Such a bidder shall possess the skill ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Bidder shall execute formal agreement within ten (10) days of the Notice of Award.

15. Statutes Regulating Competitive Bidding

Any bid that does not comply with the provisions of Massachusetts General Laws Chapter 149, as amended, need not be accepted and the Owner may reject every such bid.

16. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the contractor, before bid opening to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

17. Bid Items Not Guaranteed

The successful bidder is not guaranteed all items or the total bid price under this contract. Bidders must understand that like items will be bid under other contracts specifically packaged as one complete project. The successful bidder has no right to similar items bid under other projects. The Superintendent of Buildings and Cemeteries will specify where and when this contract will be applied to undertake a particular improvement

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder")*

(____) a corporation, organized and existing under the laws of the state of _____.

(____) a partnership

(____) a joint venture

(____) an individual doing business as _____

To the Town of Burlington, Massachusetts (hereinafter called "Owner").

Gentlemen:

The bidder, in compliance with your invitation for bids, having examined the Contract Documents and being familiar with all of the conditions surrounding the completion of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies, and to complete the project in accordance with the Contract Documents within the time set forth in the agreement, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, or which this proposal is a part.

*Insert corporation, partnership or individual as applicable.

ADDENDA

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

BID FORMS

A. Contract Agreement

The undersigned proposes to furnish all labor and materials as is required for this contract for buildings owned and operated by the Town of Burlington (except school buildings) in accordance with the accompanying specifications, requirements, terms and conditions contained herein for the contract price specified.

Signature: _____

Name (Printed): _____

Title: _____ Date: _____

B. References and Qualifications

1. Have been in business under present name for ____years.

2. Do you have at least five (5) years demonstrated experience performing similar services for municipalities or school districts?

_____ Yes _____ No

3. Can you respond to normal service calls within four (4) hours?

_____ Yes _____ No

4. Can you respond to emergency calls within two (2) hours?

_____ Yes _____ No

5. Do you have the vehicles and licensed personnel capable of performing the requested services within the required response time?

_____ Yes _____ No

6. Do you possess adequate labor, equipment, engineering, and management capabilities to effectively service this contract over the anticipated term, including all renewal options?

_____ Yes _____ No

7. In what city or town is your primary place of business located and may we visit your facilities?

_____ Yes _____ No

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8. Have you or your firm ever been terminated on an awarded contract, or have you ever otherwise failed to complete any work awarded?

_____ Yes _____ No

If "yes," attach a description of the circumstances on a separate sheet.

9. Please list the names of three (3) municipalities or school districts that you have provided similar services to within the last three (3) years.

Municipality/District: _____

Contact Name: _____ Phone: _____

Address: _____

Contract Term (e.g. 2010-2013): _____ Total Value: _____

Municipality/District: _____

Contact Name: _____ Phone: _____

Address: _____

Contract Term (e.g. 2009-2012): _____ Total Value: _____

Municipality/District: _____

Contact Name: _____ Phone: _____

Address: _____

Contract Term (e.g. 2018-2019): _____ Total Value: _____

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C. Pricing

Hourly Rates (Mechanic/Tradesman)*:

Monday – Friday 7:30 a.m. – 3:30 p.m. \$ _____/hr x 200 hrs** = \$ _____ (1)

Monday – Friday 4:00 p.m. – 7:00 a.m. \$ _____/hr x 50 hrs** = \$ _____ (2)

Saturdays, Sundays, Holidays*** \$ _____/hr x 20 hrs** = \$ _____ (3)

Contractor's Mark-Up:

The contractor will mark-up all supplies and outside subcontractor's services per an agreed upon rate as shown below.

Mark-up = (_____% x \$10,000**) + \$10,000** = \$ _____ (4)

**Maintenance and Service calls shall be a one Mechanic/Tradesman operation unless additional Mechanics/Tradesmen are approved by the Superintendent of Buildings and Cemeteries.*

***Hour and Material amounts are for evaluative purposes only and do not reflect actual estimate of hours and materials required under contract.*

****For this contract the recognized holidays are: New Years, Memorial Day, 4th of July, Labor Day,*

Thanksgiving and Christmas

Total Estimated Contract Price (Sum of Lines 1 – 4) = \$ _____

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D. Non-Collusion Certificate

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

Signature: _____ Date: _____

Print Name: _____

Title: _____

Name of Business: _____

E. Non-Debarment Certificate

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereafter.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Name of Business: _____

F. Tax Compliance Certificate

Pursuant to M.G.L. Chapter 62C, Chapter 49A, and Chapter 151A, Section 19A, I do hereby certify under the penalties of perjury that my company has filed all state tax returns and paid all taxes required by law and complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Name of Business: _____

G. Payment of Prevailing Wages Tax Compliance Certificate

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that this bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Name of Business: _____

H. Labor Harmony / OSHA 10-HOUR

I will furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work, and all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health administration that is at least 10 hours in duration.

Signature: _____
(Person Signing Bid)

(Name of Business)

I. Certificate of Corporate Authority

At a duly authorized meeting of the Board of Directors of _____
_____ {Name of Corporation} held on _____
{Date} at which all Directors were present or waived notice, it was voted that _____
_____ {Name of Officer}, by his/her position of _____
_____ {Title of Officer}, is authorized to execute contracts and
bonds in the name and behalf of the said company, and affix its corporate seals thereto,
and such execution of any Contract or obligation in this company's name on its behalf by
its _____ {Title of Officer} shall be valid and binding
upon this company.

I hereby certify that I am the Clerk of _____
{Name of the Corporation}, that _____ {Name of Officer} is
the duly elected _____ {Title of Officer} of said
company, and that the above vote has not been amended or rescinded and remains in full
force and effect as of the date below.

A true copy,

Attest: _____

{Clerk}

Place of Business: _____

Affix Corporate Seal below:

AGREEMENT

THIS AGREEMENT, by and between the party of the first part, the Town of Burlington, hereinafter called "OWNER", acting herein through its Town Administrator, and the party of the second part hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described by these bid documents hereinafter called the project, for the sum of the yearly contract price and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its and their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in FORM OF GENERAL BID, GENERAL CONDITIONS, Contract Documents as prepared by the Owner.

In accordance with this agreement, the CONTRACTOR agrees to submit invoices monthly after completion of the work.

IN WITNESS WHEREOF, the parties to these presents have executed this contract as dated below.

_____ (Contract Price)

_____ (Date)

AGREED:

Town of Burlington, Massachusetts (Owner)

(Town Administrator)

_____ (Company/Contractor)

_____ (Signature)

_____ (Name)

_____ (Title)

_____ (Address)

_____ (City and State)

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In accordance with M.G.L. C. 44, Section 31C, this is to certify than an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

_____ (Town Accountant)

_____ (Account Number)

SCOPE OF WORK AND SCHEDULE
MAINTENANCE AND REPAIR OF HVAC SYSTEMS

I. General Purpose

This bid is solicited for the purpose of procuring emergency, routine, and preventive maintenance services to be provided to the Town Of Burlington municipal buildings for one year.

II. Scope of Work

Provide all labor, materials, equipment, tools, and supervision necessary for maintenance and repair of existing HVAC systems for Town buildings as directed by the Superintendent of Buildings and Cemeteries, in accordance with the existing conditions, requirements,

A. **General Requirements**

- 1) Contractor shall furnish all labor, materials, equipment, staging and trucking as required for work in all buildings in accordance with all specifications
- 2) Unit prices submitted on bid forms will be effective for one year from the date of award of the contract between the Town of Burlington and the successful bidder. The contemplated contract resulting from this IFB is an “on-call” repair/replacement contract for time and materials as well as periodic preventive maintenance services. No specific guarantee as to the total value of the contract is made.
- 3) Contractor shall obtain all permits, inspections, licenses, and certificates required for work under this section. All work shall be performed in strict conformity with all laws, regulations, and ordinances of the federal, state, and municipal governments and all departments and bureaus thereof having jurisdiction.
- 4) All work shall be authorized by the Superintendent of Buildings and Cemeteries or his/her designee through the issuing of a work order or telephone request. Work under a specific work order/request shall begin and end upon the recording by a representative of the Buildings and Cemeteries Division of the arrival and departure time of the contractor at the jobsite. It shall be incumbent upon the contractor to notify the Superintendent of Buildings and Cemeteries or his/her designee of their arrival at and departure from the jobsite. A copy of the service report (including date of work, start time and finish time, name(s) of person(s) performing work and time each person worked, brief description of the work, name and number of parts repaired or replaced, and recommendations or comments pertaining to the condition or operation of the equipment) shall be left at the Department of Public Works Office upon the completion of the work. All repairs, adjustments, and alterations to the systems covered by this contract are subject to the owner’s approval.

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- 5) All parts installed and/or materials used are to be exact duplicate, or an approved substitute of the original used and/or specified by the manufacturer of the equipment, and in every case, guaranteed as per manufacturer's specification(s). All materials and equipment supplied by the contractor must be free of any lien, claim, or encumbrance.
- 6) Inspections and repairs are to be made 7:30 a.m. through 3:00 p.m., Monday through Friday. The Superintendent of Buildings and Cemeteries or his/her designee may authorize work outside normal working hours or days.
- 7) Hourly rates shall include all travel and mileage costs. No separate travel, truck, or equipment charges will be accepted. No other method or items of compensation shall be paid other than the basis specified herein.
- 8) Invoicing for all work must be done monthly and must be accompanied by copies of original bills for material used. Invoices must indicate separate charges for labor and materials, and material charges must be itemized. The contractor may only invoice for parts that have been furnished and installed; parts on order shall not be billed prior to installation. All invoices shall reference the relevant work order number for the authorized work. Monthly payroll reporting forms for prevailing wage rates and signed statement of compliance must be submitted to the Purchasing Office at the end of any month in which work is accomplished. No invoices will be processed for payment without the above referenced documentation. The Town of Burlington reserves the right to audit vouchers for material to determine proper pricing.
- 9) Work performed during a specific fiscal year must be submitted before the end of that fiscal year. Work performed at or near the end of any fiscal year (June 30) must be invoiced immediately.
- 10) Purchases made by the Town of Burlington are exempt from state sales tax and federal excise taxes and material prices must exclude such taxes. Tax exemption certificates will be furnished upon request.
- 11) All workmanship by the successful bidder shall be guaranteed against failure or defects during normal use for a period of one (1) year from the date of completion of the work. All materials and parts supplied by the successful bidder will have the standard manufacturers' warranties. Any defective materials or parts supplied by the contractor shall be replaced at no cost to the Town of Burlington
- 12) The contractor must supply all applicable MSDS forms as requested by the Town Of Burlington. Pursuant to MGL Chapter 111F, Sections 8-10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The contractor agrees to comply with all requirements set forth in the pertinent laws.
- 13) The contractor shall keep all exterior doors locked when the buildings are unoccupied and shall be responsible for locking the doors of the buildings or any portion(s) of the

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buildings at times other than when they are in normal use. Any property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the contractor.

- 14) All material and debris shall be cleaned up immediately and removed from the building, leaving the premises in a clean condition.

B. Detailed Specifications

- 1) The contractor must be a qualified, certified HVAC contractor who has a 365 day per year, 24-hour service department. The contractor must have a minimum of 5 years experience in the HVAC industry. The contractor shall use trained and certified mechanics to perform the services, directly employed and supervised by him.
- 2) All mechanics shall have a copy of all required certifications and licenses on file. All persons operating a motor vehicle on town property must have a copy of the required motor vehicle license on file.
- 3) Repair work will be performed on an *on-call basis* as needed and determined by the Superintendent of Buildings and Cemeteries or his/her designee. Response time for regular service calls must be within four (4) hours and for emergency calls within two (2) hours. The contractor must be available on a 24-hour basis in case of emergencies and shall employ an answering service or cellular telephone capable of reaching a service person twenty-four (24) hours a day. Answering machines are not acceptable.
- 4) Preventive Maintenance will be performed as follows:

Quarterly –

- Check all HVAC units and associated components
- Check for proper voltage, amperage, contactor relays and tighten loose connections as needed.
- Replace air filters to insure proper air flow, to prevent coil freeze up.
- Check fans, fan belts for wear and tightness, adjust or replace as needed.
- Check pulleys for dirt build up, cracked collars clean or replace as needed.
- Check unsealed motors for lubrication, lubricate as needed.
- Check motors, pumps and compressor operations.
- Check VAV drains, drain lines, traps and drain pans; check for static pressure, mold and algae buildup, correct as needed.

Semi-annually –

- Check coils and intake hoods for corrosion

Annually –

- Inspect casings
- Clean fan wheels and shafts
- Check damper linkage and set screws
- Clean damper operators
- Check power boxes and line voltage to insure secure wiring
- Check gaskets and flex connections
- On gas fired units, check burners and orifices for debris, spider webs, or other possible obstructions
- Check flue collector boxes for debris
- Check cleanliness of condenser coils for proper air circulation, clean as needed.
- Check refrigerants and charge as needed.
- Chillers – PM's should allow the manufacturer's recommended published schedule.
- Check pH and general fluid quality of all heating and cooling fluids, flush and replace as needed.

Contractor must complete heating related items in the months of August and September; and cooling related items in the months of March and April.

A report of Preventive Maintenance Inspection shall be submitted with the invoice. The report will include the unit location, type, inspection type; i.e., monthly, quarterly, semi-annual, annual and the findings and action taken on each unit.

For example –

- Roof Top Model #1 on Town Hall – monthly inspect – check filter and found to be dirty (replaced).
 - Quarterly – same unit – fans and fan belts checked – okay
 - Pulley's checked – okay
 - Unsealed motor checked and lubricated
 - Drain Lines checked – static pressure okay – algicide added.
- 5) The contractor shall give personal supervision to the work and shall employ a competent mechanic during the progress of the work. The contractor shall employ an efficient number of competent workmen who are experienced thoroughly in this type of work. It will be presumed that most jobs will require only one worker. When more than one worker will be on the job, advance agreement between the Superintendent of Buildings and Cemeteries and his/her designee and the Contractor is required.
- 6) The contractor shall be required to be available, at no cost to the Town, during the working day, at times mutually convenient to himself and a representative of the Town of Burlington for consultation regarding potential work, to visit work locations, and to prepare estimates. If requested by the Superintendent of Buildings and Cemeteries or any other authorized representative of the Town of Burlington, the contractor will supply a

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written estimate of the work to be done. There shall be no fee charged for any such estimate.

- 7) If the contractor finds upon examination of the assigned job that the work will be more extensive than originally ordered, he should contact the Superintendent of Buildings and Cemeteries or his/her designee within 24 hours for authorization to proceed with the additional work.
- 8) The Town of Burlington reserves the right to purchase equipment and material to be installed under this contract. In all cases, all replaced parts are to be left with the Town of Burlington representative, unless otherwise directed.
- 9) The contractor may employ for his own use the present electrical and water services in order to perform the work to be done on the sites where work is to be done. He shall be held responsible for all damages to such services or equipment, or damage caused by such services, if such damage were by reason of his or his subcontractors' use of such services or equipment.
- 10) Contract term shall be for one (1) year from the date of the executed contract. Contract obligation on the part of Town of Burlington is subject to annual appropriation.
- 11) The prevailing wage rates, as determined by the Massachusetts Department of Labor and Workforce Development and any amendments are applicable to any work performed by the successful bidder. In accordance with Massachusetts General Law C149, §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 is provided and includes all 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.
- 12) Buildings covered under this contract shall include:
 1. Burlington Town Hall 29 Center Street
 2. Burlington Town Hall Annex 25 Center Street
 3. Burlington Public Library 22 Sears Street
 4. Burlington Police Station 45 Center Street
 5. Human Services/Recreation 61 Center Street
 6. Burlington Youth & Family Services 33 Center Street
 7. Grandview Farm 55 Center Street
 8. Burlington Main Fire Station 21 Center Street

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Bid Opening 4:00PM 09/06/2018*

Town of Burlington
 DPW/Buildings and Cemeteries Division

- | | | |
|-----|-------------------------------|-------------------------|
| 9. | Burlington Fire Substation | 114 Terrace Hall Avenue |
| 10. | Burlington Highway Department | 1-3 Great Meadow Road |
| 11. | Burlington Water Department | 2 Great Meadow Road |
| 12. | Mill Pond Treatment Plant | 70 Winter Street |
| 13. | Vinebrook Treatment Plant | 171 Middlesex Turnpike |

The Town of Burlington reserves the right to add locations or delete locations from this list at any time and to perform minor repairs with town personnel as needed.

13) Examples of equipment include but not limited to the following:

Burlington Town Hall – 29 Center Street

- | | | |
|----|---|---------------------------|
| 21 | - | Trane Fan Coil Units |
| 4 | - | Lochinvar KBN 211 Boilers |
| 3 | - | Air Handlers (Trane) |
| 2 | - | Hot Water Pumps |
| 2 | - | Chilled Water Pumps |
| 1 | - | Reznor Make Up Air Unit |
| 1 | - | Exhaust Fan |
| 1 | - | Liebert Mini-Mates |

Controls

- (1) Trane Chiller (90-Ton) Air Cooled

Burlington Town Hall Annex – 25 Center Street

- | | | |
|----|---|---------------------------|
| 25 | - | Trane Fan Coil Units |
| 3 | - | Lochinvar KBN 211 Boilers |
| 2 | - | Hot Water Pumps |
| 2 | - | Chilled Water Pumps |
| 1 | - | Reznor Make Up Air Unit |
| 5 | - | Exhaust Fans |

Burlington Public Library – 22 Sears Street

<u>Equipment</u>	<u>Make</u>	<u>Model#</u>
Roof Top	McQuay	RP5036BW
Roof Top	McQuay	RP5036BW
Boiler	Weil Mclain	1179
(2) Pumps	Armstrong	
(2) Air Compressors	Quincy	
(1) Steam boiler for humidification		

Human Service Building – 61 Center Street

- (3) York roof top units (Senior Center)
- (4) Hydrotherm boilers
- (1) Carrier 5 ton heating and cooling – roof top
- (1) Carrier 20 ton cooling only
- (1) Carrier 25 ton heating and cooling
- (10) Room top units

Burlington Fire Department – 21 Center Street

A/C #1

- Carrier Air Handler M/N# 40LT036-101
(1) 4L400 (2) 16x16x1 Filters
- Carrier Condensing Unit M/N#38EH036520DL

A/C #2

- Carrier Air Handler M/N#40LT048-100
(1) 4L420 (2) 16x16x2 Filters
- Carrier Condensing Unit M/N#38EH048500DL

A/C #3

- Carrier Air Handler M/N#40LT-060-101
(1) 4L480 (2) 20x20x2 Filters
- Carrier Condensing Unit M/N#38EH060530DL

A/C #4

- Carrier Air Handler M/N#40LT048-100
(1) A-40 (2) 16x20x2 Filters
- Carrier Condensing Unit M/N#38EH048500DL

C. Bid Requirements:

- 1) **In order to bid on this project, you must attend a mandatory walk through on Thursday, August 30, 2018, 1:30PM at the Offices of the DPW, 25 Center St, 2nd floor, Burlington, Massachusetts to participate in this bid.**

Examination of all Buildings prior to bid submission is highly recommended. Each bidder must acquaint themselves with the circumstances and conditions of these buildings as they exist, that he/she may fully understand the facilities, difficulties, and restrictions applicable to the execution of the work under these specifications. By submitting a bid, the contractor agrees and warrants that he/she has examined the buildings listed above, is aware of conditions on the premises, and has reviewed the specifications.

- 2) A Bid Bond, Certified or Cashier's Check in the amount of not less than 5% of the first year value of the bid made payable to the Town of Burlington must accompany each bid. Unsuccessful bidders' bonds will be returned immediately following the award to the

Town of Burlington
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- successful bidder. The awarded contractor will receive the bid deposit upon return of the final contract document.
- 3) The bid proposal must be filled out on the form prescribed and enclosed in a sealed envelope which shall be endorsed on the outside, "BIDS" and shall indicate the title of the proposal "Maintenance and Repair of HVAC Systems" as well as the name and address of the bidder.
 - 4) In case of any ambiguity, inconsistency, error or omission in any of the bid documents, or a conflict between the provisions in a bid regulation, the bidder is required to draw such matters to the attention of Town of Burlington. The Town will, in turn, clarify the situation as to the true interpretation thereof, and notify each and every person who has received the bid documents through the issuance of an Addendum. The Town of Burlington will not be held responsible for any oral instructions. If the bidder fails to draw such matters to the attention of the Town, as outlined herein, then his bid conclusively will be presumed to have been based upon the interpretation which may be given subsequently by the Town or, if such conflict is with a law or regulation, the bid conclusively is presumed to be predicated upon full compliance therewith.
 - 5) This IS NOT a request for proposals. Bidders must meet the minimum stated requirements, and shall be evaluated based upon the requirements herein.
 - 6) Any questions regarding this solicitation or specifications must be in writing to the Superintendent of Buildings and Cemeteries prior to the bid due-date. Potential bidders are encouraged to provide written questions no later than one week prior to the bid opening so that, if appropriate, an amendment to the solicitation may be initiated and delivered.
 - 7) The bidder is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all bids are based upon full compliance with the various provisions contained herein. The same documents will be incorporated by reference into the contract documents.
 - 8) All bidders must sign and submit the attached certificates as to corporate bidder, non-collusion, and tax compliance.
 - 9) No bid received after the closing time and date established in this IFB for the receipt of bids will be considered regardless of the cause for delay.
 - 10) A bidder may correct, modify, or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal and received by the Town of Burlington prior to the time and date set for the bid opening.
 - 11) Bidders are required to complete and submit the Qualification and Reference Forms provided in this bid package in accordance with instruction printed therein. The Town has the option of awarding the contract according to qualification and not solely on price as deemed in the best interest of the Town of Burlington.

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D. Rule for Award:

- 1) The pricing of labor, materials (including markup) as well as experience, qualifications and references will be used to evaluate bids.
- 2) The successful bidder must have demonstrated experience performing similar services for municipalities or school districts over the past five years.
- 3) In order to be responsive to this IFB, each bidder's company must have:
 - a. Five (5) or more years in the HVAC industry;
 - b. Representation of fleet vehicle and licensed personnel capable of responding within the required response time(s); and,
 - c. Three (3) municipal references indicating the bidder's service quality, response time, personnel qualifications, business and billing office competence, equipment and part locating and pricing ability.

Any certifications and/or licenses of personnel to be utilized during the term of this contract must be attached to each bid.

- 4) The successful bidder must possess adequate labor, equipment, engineering, and management capabilities to effectively service this contract over the anticipated term.
- 5) The availability and proximity of the contractor's prime business location, as well as experience with school and municipal building work, shall be considered in its ability to respond to the Town of Burlington.
- 6) Items or services equaling or exceeding the specifications will be considered as meeting the specifications.
- 7) Bids submitted pursuant to this IFB will be reviewed and evaluated pursuant to standards required by MGL Chapter 149, considering the lowest responsible and eligible bidder's pricing structure, first in regard to hourly rate and overtime rate and provided that overtime does not exceed 2.0 times the base hourly rate.
- 8) Failure to comply with the above requirements or any attached specifications will be justification to reject any bids as incomplete.

E. Contract Terms and Conditions:

- 1) The contractor shall indemnify and hold harmless the Town Of Burlington, and all of its officers, agents and employees against all suits, claims, and liabilities of every name and nature for any injuries to persons or damage to property arising out of or relating to any acts of, or failure to act by, the Contractor, his/her employees, agents, or subcontractors,

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- in the performance of the work of this contract or failure to comply with the terms and conditions of the contract.
- 2) The Town reserves the right to cancel the contract on fifteen (15) days notice and to award the contract to the next lowest bidder on evidence of the contractor's failure to perform in accordance with specifications, and the contractor shall have no legal recourse or claim against the Town.
 - 3) The Town may cancel this contract at any time without cause upon thirty days prior notice. The Town may cancel this contract at any time for just cause upon 24-hours written notice. Upon termination, the Contractor is only entitled to be paid for work performed and completed and not for lost profits and/or any indirect overhead costs.
 - 4) The contractor shall conform to all requirements of federal, state, and local laws, including prevailing wage laws.
 - 5) Copies of all certifications and licenses for personnel utilized during the term of the contract must be updated, kept current and maintained on-file with the Town Of Burlington during the term of the contract.
 - 6) There must be no assignment to third parties unless expressly agreed to in writing by the Town Of Burlington.
 - 7) The selected contractor(s) shall provide Blanket Performance Bonds and Materials/Payment Bonds each in the amount of 100% of the yearly value of the contract, issued by a surety satisfactory to the Town Of Burlington with a signed contract for the term of the contemplated contract. The value of such Bonds, nor the potential value of each contemplated contract shall in any way require the Town Department to place repair and replacement orders up to such amounts during any term of the contemplated contract(s).
 - 8) By submitting a bid, the contractor agrees to execute the contract, provide insurance certificates, bonds, and other required documents, and to commence work within the time limits specified herein.
 - 9) The contract shall be considered to include all terms and conditions required to be included in it by Massachusetts General Laws, as amended, as though such terms were set forth in full therein.

GENERAL CONDITIONS

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Change Orders issued after execution of the Contract, and all applicable laws, ordinances and regulations. The Contract Documents include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, specifically enumerated in the Owner-Contractor Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Maintenance and Repair of HVAC Systems. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Change Order.

1.1.3 THE WORK

The Work comprises the completed Maintenance and Repair of HVAC Systems required by the Contract Documents and includes all labor necessary to produce such Maintenance and Repair of HVAC Systems, and all materials and equipment incorporated in such scope of work.

1.1.4 THE PROJECT

The project is the Maintenance and Repair of HVAC Systems of selected town owned buildings of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 OR EQUAL

The use of the words "Or Equal" following the name of any manufacturer, vendor or proprietary product shall be understood to mean that articles or materials may be substituted which, in the opinion of the Owner, are equal in quality, durability, appearance, strength, design and performance to the articles or materials named or described and will perform adequately in providing a first-class facility.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1

By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.2

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.3

The Notice to Proceed will come in the form of a written letter to the Contractor. Once the written Notice to Proceed has been received by the Contractor, that date will be the legal start date for work under the Contract.

In the event of a failure to issue a Notice to Proceed written document specifying the commencement date, the pre-commencement of services meeting date will serve as the Notice to Proceed date.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1

All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2

ADMINISTRATION

2.1 ADMINISTRATION OF THE CONTRACT

2.1.1

The designated representative of the Owner will visit the site at intervals appropriate to the Maintenance and Repair of HVAC Systems to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

2.1.2

The Owner shall at all times have access to the Work whenever it is in preparation and progress. The Contractor shall provide facilities for such access so the Owner may perform its functions under the Contract Documents.

2.1.3

Based on the Owner's Applications for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, approved by the Superintendent of Buildings and Cemeteries.

2.1.4

The Owner will render information necessary for the proper execution or progress of the Work within twenty (20) days of any request by the contractor or in accordance with any time limit agreed upon.

2.1.5

The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work whether or not such Work is completed. Any such rejection of work shall not relieve the Contractor of the responsibility for maintaining protection of the Work and the Owner's property.

2.1.6

The Owner will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the scope of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1

The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative, which for this Project shall be the Superintendent of Buildings and Cemeteries.

3.1.2

The Owner's representative for the Project shall be the Town of Burlington – Buildings and Cemeteries Division.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1

The Owner shall, at the time of execution of the Agreement and any subsequent Change Orders, certify for the Contractor that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

3.2.2

The Owner shall furnish all documents describing the work.

3.2.3

Except as provided in Subparagraph 4.5.1, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4

Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.5

The Owner, through its designated agent, shall forward all instructions directly to the Contractor.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1

If the Contractor fails to correct defective Work as required by the Owner or fails to carry out the Work in accordance with the Contract Documents or if the Owner shall for any other reason so require, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or until further written notice from the Owner; however, this right of the Owner to stop the Work shall not give rise to any duty on the

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part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Owner. If such stoppage is required through no fault of the Contractor, the Contract Time (and the dates for achieving Substantial Completion and Final Completion) shall be extended by a period equal to the period of the stoppage, and the Contractor shall be compensated for its reasonable and justifiable cost incurred as a result of such stoppage.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, perform such work or cause such work to be performed and/or make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover the amount, the Contractor shall pay the difference to the Owner.

3.5 OWNER'S RIGHT TO TERMINATE CONTRACT

3.5.1

The Town reserves the right to terminate this Contract at their discretion with thirty (30) days written notice to the contractor. In the event of Contract termination, all finished or unfinished work, or un-used material, already paid for under Contract prices, shall become the property of the Town of Burlington.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1

The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1

The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner for any damage resulting from errors, inconsistencies or omissions in the Contract Documents which he discovers but shall be liable for damage to the extent he reasonably should have but failed to discover such errors, inconsistencies or omissions. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1

The Contractor shall supervise and direct the Work, using his best skill 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 Site during the performance of the Work. He shall be solely responsible for all cleaning means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2

The Contractor shall be responsible to the Owner for the acts and omissions of his 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.

4.3.3

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 Contract.

4.4 LABOR AND MATERIALS

4.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, equipment and machinery, water, heat, utilities, transportation, and other facilities and service necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him including all persons on the Site controlled directly or indirectly by the Contractor.

4.5 WARRANTY

4.5.1

The Contractor warrants to the Owner that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements.

4.6 TAXES

4.6.1

The Contractor shall pay all applicable sales, consumer, use and other similar taxes for the Work or portion thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1

Unless otherwise expressly provided in the SPECIAL CONDITIONS, 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 Contract 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.

4.7.2

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 Contract.

4.7.3

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.

4.7.4

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.

4.8 SUPERINTENDENT

4.8.1

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.

4.9 PROGRESS SCHEDULE

4.9.1

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.

No work shall start without the Project schedule. The Contractor shall submit the project schedule five days prior to start the work.

4.10 DOCUMENTS AND SAMPLES AT THE SITE

4.10.1

The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications.

4.11 USE OF SITE

4.11.1

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.12 CLEANING UP

4.12.1

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project in full compliance with all applicable laws and regulations as well as all his tools, construction equipment, machinery and surplus materials and the Project shall be thoroughly cleaned and ready for immediate occupancy by the Owner.

4.12.2

If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

4.13 COMMUNICATIONS

4.13.1

The Contractor shall forward all communications to the Owner through its Superintendent of Buildings and Cemeteries, DPW, 25 Center Street, Burlington, MA 01803.

4.13.2

The Contractor shall at all times have a designated representative in the field that is authorized to act on behalf and make decisions for the Contractor under this contract agreement.

4.14 ROYALTIES AND PATENTS

4.14.1

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.

4.15 INDEMNIFICATION

4.15.1

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Superintendent of Buildings and Cemeteries and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a

party indemnified there under. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.15.

4.15.2

In any and all claims against the Owner, the Superintendent of Buildings and Cemeteries or any of their agents or employees by any employee of the Contractor, any Subcontractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.15 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.15.3

The obligations of the Contractor under this paragraph 4.15 shall not extend to the liability of the Owner, the Superintendent of Buildings and Cemeteries, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) written directions or instructions given by the Owner, the Superintendent of Buildings and Cemeteries, their agents or employees, provided they are the sole cause of the injury or damage.

ARTICLE 5

LIQUIDATED DAMAGES

5.1 LIQUIDATED DAMAGES

5.1.1

If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount of \$300.00 per day, 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 Contract shall be in default after the time stipulated in the Contract for completing the work.

ARTICLE 6

INSURANCE

6.1 INSURANCE

6.1.1

Before commencing work the Contractor shall obtain and maintain at its expense during the term of this Agreement the insurance set forth below from insurance companies having an A.M. Best Rating of A or better that are licensed to do business in Massachusetts and satisfactory to the Town. If the Contractor is permitted to subcontract a material portion of the Work (as reasonably determined by the Town) the Contractor shall cause such subcontractor to also maintain the following insurance.

(a) Workers' Compensation, covering the obligations of the Contractor in accordance with applicable Workers' Compensation or Benefits laws, and satisfying the following requirements:

1. Statutory Coverage for States of Operation
2. Coverage should extend to all directors, officers and/or owners of the independent contractor ownership entity.
3. Coverage should extend to volunteer workers.
4. USLH and Jones Act coverage should be included (if applicable).
5. Employers liability with minimum limits of \$500,000 Each Accident/
\$500,000 Policy limit/\$500,000/\$500,000 Each Employee.
6. Include Waiver Of Our Right To Recover From Others Endorsement (WC 00
0313)

(b) Automobile Liability Insurance of not less than \$1million combined single limit covering owned, hired and non-owned vehicle use. The policy shall include TOWN, including all employees and volunteers, as additional insureds.

(d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

(e) Comprehensive General liability and Umbrella insurance policies written on an occurrence basis to include all subcontractors as set forth below.

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Commercial General Liability Minimum Limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Legal Liability	\$ 300,000
Medical Expenses	\$ 10,000

Umbrella Liability Minimum Limits:

General Aggregate	\$4,000,000
Each Occurrence	\$4,000,000

Umbrella to provide excess coverage over General Liability, Automobile Liability and Employers Liability

(f) Special Considerations:

1. Any deductible and/or self-insured retention which is applicable to the policy form must be disclosed and approved by Town of Burlington.
2. Town of Burlington, including all subsidiaries and affiliates; and "all directors, officers, employees and volunteers of all such entities" must be listed as an additional insured via both ISO endorsements CG2010 (ed. 2004 or later) **and** CG2037 (ed. 2004 or later) or equivalents.
3. Contractor shall maintain such insurance during the term of Agreement and give the Town twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town.
4. All liability policies shall be primary and non-contributory.