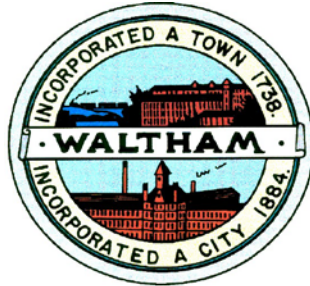


# The City of Waltham



**Invites  
Interested Parties  
To propose the best offer and or bid  
For the service or product herewith described:**

**Elevator Maintenance and Repairs  
For All City and School Elevators**

**Bid opening will be held: Tuesday May 1, 2018 at 10.00 AM**

**Site inspection and pre-Bid Meeting: Thursday April 19, 2018 at 2.00 PM**

(Meet at the Waltham High School, 617 Lexington Street)

**Last Day for Writer Questions: Friday April 20, 2018 at 12 noon**

(via e-mail ONLY to [Jpedulla@city.waltham.ma.us](mailto:Jpedulla@city.waltham.ma.us))

ADVERTISEMENT FOR BIDS  
City of Waltham, Massachusetts

Sealed bids for **Elevator Maintenance for All City and School Elevators** for the City of Waltham, Massachusetts, will be received at the Office of the Chief Procurement Officer, Joseph Pedulla, City Hall, 610 Main Street, Waltham, MA 02452 until **Tuesday May 1, 2018 at 10.00 AM** at which time and place said bids will be publicly opened and read aloud.

The contract duration is **three (3) years executing from July 1, 2018, through June 30, 2021**

Bid security for all general bidders and sub-bidders in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, is required in the amount of Five (5) percent of the total bid.

Copies of the Bid packet may be obtained by visiting the City Web Site: [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

The selected contractor shall furnish a performance and payment bond in amount at least equal to one hundred percent (100%) of the contract price.

Bidders must be certified by the Massachusetts Division of Capital Asset Management in the category of Elevators and bids must include a current Certificate of Eligibility and Update Statement.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 149, Section 44A to 44J inclusive, as amended.

Minimum Wage Rates as determined by the Commissioner of the Division of Occupational Safety of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. The prevailing wage Schedule can be found at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids).

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 working days, Saturdays, Sundays and legal holidays excluded after the opening of bids.

The right is reserved by the City of Waltham to reject any or all bids as may be deemed best for the interests of the City and the City of Waltham reserves the right to waive any informalities in the bidding.

**The City of Waltham Compliance section must be signed by all bidders and submitted with their bids.**

The successful bidder shall observe faithfully all statutory requirements and local ordinances.

The City of Waltham specifically reserves the right to delete from the Contract any of the items stipulated in the Bid should, in its opinion, such action be necessary. The City of Waltham further reserves the right, should funds be available, to add to the items stipulated in the Bid should, in its opinion, such actions be in the best interest of the City of Waltham.

Bidders must have been regularly engaged in the business of furnishing full service elevator maintenance for at least three (3) years prior to the bid opening. Bidders must include the organization name, address, contact name, and telephone number of at least three (3) full service elevator maintenance customers with their bid.

Bidders shall comply with all federal, state, and municipal laws and regulations governing elevator maintenance and be licensed to perform same.

Purchases by the City are exempt from federal, state, and municipal sales and excise tax.

The successful bidder will be required to comply with Minimum Wage Rates as determined by the State of Massachusetts.

1. Receipt and Opening of Bids

The City of Waltham, Massachusetts herein called the OWNER, acting by and through its Purchasing Department will receive sealed Bids for the **Elevator Maintenance for All City and Schools Elevators**. Such bids addressed to the Office of the Chief Procurement Officer, **until Tuesday May 1, 2018 at 10.00 AM** at which time and place said bids will be publicly opened and read aloud. If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the Owner will be postponed until the next business day at the time originally stated for receipt of bids. 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 the 90 days, after the opening of bids.

2. Location and Work to be done

The location, general characteristics, and principal details of the Work are indicated in the Specifications. Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents. The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified. The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00410. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. 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 specified in Receipt and Opening of Bids, above. 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 Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

4. Information not guaranteed

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 bidders 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.

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 it or obtained in any examination made by it in any manner as a basis of or grounds for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other

conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

3. Bid Security

Each bid must be accompanied by a certified check, a bid bond, a treasurer's or cashier's check, payable to the OWNER, for five percent ( 5% )of the bid amount. Such deposits will be returned to all except the three lowest responsible and eligible bidders within Thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits 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 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter. Should the Bidder selected as the Contractor on any such work fail to execute the Contract within five days, Sundays and holidays excluded, from the date of mailing a notice to the undersigned at the address given below that the contract is ready for signature, Sundays and holidays excluded, the amount so received as a bid deposit from such bidder through his cash or treasurer's check issued by a responsible bank or trust company, or bid bond shall become and be the property of the said City of Waltham as liquidated damages; provided, that in the case of death, disability or other unforeseen circumstances affecting the bidder, such bid deposit may be returned to him. An award shall then be made to the next lowest responsible and eligible bidder thereon.

4. 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 or the ENGINEER. Every request for such interpretation should be addressed in writing to [JPedulla@city.waltham.ma.us](mailto:JPedulla@city.waltham.ma.us) , and to be given consideration must be received at least ten working days prior to the date fixed for the opening of bids.

5. Bid Opening Procedure

The following list of requirements shall be met by each filed bid. Bids shall be filed at the place and before the time specified above. Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid. The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission. All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00410, FORM OF GENERAL BID (and Section 00430, if applicable).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

6. Comparison of Bids

Bids will be compared on the basis of the Unit or Total prices stated in the bid forms.

In the event that there is a discrepancy between the lump sum or unit prices the unit price will prevail. The OWNER agrees to examine and consider each FORM OF GENERAL BID submitted in consideration of the bidder's agreements, as herein above set forth and as set forth in FORM OF GENERAL BID.

Vendors may examine all bids after the bid opening and after the reading of the three apparent low bids.

7. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of all Massachusetts General Laws, need not be accepted and the OWNER may reject every such bid.

8. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

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

In addition the OWNER may reject any and all bids if funding for the project is not appropriated by City Government.

9. Ability and Experience of Bidder

All general contractors shall file with their bids a copy of a certificate of eligibility from Division of Capital Asset Management (DCAM) showing that they are eligible to bid on projects of this category, value, and up to an aggregate limit and an update statement, DCAM Form CQ3.

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

10. Conditions of Work

Each bidder must inform itself fully of the conditions of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Security for Faithful Performance

Before the execution of the Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful PERFORMANCE of this Contract and for the PAYMENT of all persons performing labor and materials under this Contract as specified herein. Such bonds shall each be in the amount fifty (50) percent of the total bid amount. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The bonds shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

12. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply. 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 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.

14. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records.

15. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training. This law directs the Massachusetts Attorney General to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors. Noncompliance with this law will disqualify contractors from bidding on public contracts.

16. Prevailing Wages/ Minimum Wage Rates

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between the Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply. Minimum Wage Rates as determined by the Commissioner of the Division of Occupational Safety of the Executive Office of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Copies of the prevailing wages schedule can be found at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

17. Guarantee

The Contractor shall guarantee that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the maintenance of the same shall be free from defects and flaws. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within seven (7) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, and charge the costs, including compensation for additional professional services, to the Contractor.

18. Safety and Health Regulations

This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety 'Rules and Regulations for the Prevention of Accidents in Construction Operations' (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.

19. City Ordinance. Approval of Contracts by Mayor, Sec. 3-12

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

20. Cancellation of Contract by the City of Waltham

The City may cancel the contract at any time and for any reason including the non-appropriation of funds by City Government.

21. Revised MBE/WBE goals for, (if applicable), certain state funded building projects only

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

14.4% combined MBE/WBE participation on construction contract awards; and 17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation. The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.



Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

22. The City Of Waltham Equal Employment Opportunity and Affirmative Action Policy

The City of Waltham is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The City will accordingly recruit and hire into all positions the most qualified persons in light of job-related requirements, and applicants and employees shall be treated in employment matters without regard to unlawful criteria including race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, genetic information, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law. In addition, The City of Waltham recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the City of Waltham that discriminatory harassment and sexual harassment will not be tolerated. The City of Waltham also prohibits unlawful harassment on the basis of other characteristics protected by law. Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

Sources: Titles VI and VII of the Civil Rights Act of 1964; the Immigration Reform and Control Act of 1986; Title IX of the Education Amendments of 1972; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974; Executive Order 11246 as amended; The Genetic Information Nondiscrimination Act of 2008 and such other federal, state and local non-discrimination laws as may apply.

**NOTE: Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal**

END OF SECTION

## FORM FOR GENERAL BID

Unit pricing will be found in the price sheet section of this document.

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 further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if it is selected as general contractor, it will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

The undersigned agrees that, if it is selected as general contractor, it 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 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 and satisfactory to the awarding authority and each in the sum 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 it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

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. 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 of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable Debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated there under.

The Bidder hereby agrees to commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 180 consecutive days of the start date fixed in the "Notice to Proceed."

The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every bidder (including sub-bidders) must furnish the DCAM Update Statement with the bid.

The contract will be awarded to the lowest responsible and eligible bidder. The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Owner reserves the right to award the contract on the basis of the Base Bid or Base Bid plus Alternate No. 1 or the Base Bid plus Alternate No. 1 plus Alternate No. 2.

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids, where Federal approval is not

required; and where Federal approval is required, the time for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded, after Federal approval .

Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTION TO BIDDERS, has been attached to this bid.

Bank reference: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Bank) (Address) (Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the party of the first part, the City of Waltham, Massachusetts, hereinafter called "OWNER," by its MAYOR, and \_\_\_\_\_ doing business as (a corporation) (a partnership) (a limited liability company) (a joint venture) (an individual)\* located in the (City) (Town)\* of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, 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 as follows:

### **Elevator Maintenance for all School and Municipal Buildings**

hereinafter called the project, for the sum of \_\_\_\_\_ and all extra work in connection therewith, under the terms as stated in the General and Supplementary Conditions; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in this document which include all maps, plates, blue prints, and the specifications and contract documents therefore.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the OWNER to the CONTRACTOR and to fully complete the project within 180 consecutive days of the start date fixed in the Notice to Proceed.

In consideration of the foregoing promises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required but not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying Bid.

It is understood and agreed that the quantities set forth in the Bid are approximate and the actual quantity of work to be done may be more or less, as determined by the ENGINEER. The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State laws and Regulations exist, the more stringent requirement shall apply.

Subject to G.L. c.149, sec. 39K and/or sec. 39G and G.L. c.30, sec. 39F, as applicable, the OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

**AGREED:**

\_\_\_\_\_, Massachusetts  
**Contractor.**

\_\_\_\_\_  
Jeannette McCarthy,

Mayor

Date \_\_\_\_\_

\_\_\_\_\_  
Joseph P. Pedulla,

Chief Procurement Officer

Date \_\_\_\_\_

\_\_\_\_\_  
William Forte, Building Commissioner

Date: \_\_\_\_\_

Approved as to Form:

By

\_\_\_\_\_  
John Cervone, City Solicitor

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available.

By \_\_\_\_\_  
Paul Centofanti, City Auditor

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT

\_\_\_\_\_ AS PRINCIPAL AND  
\_\_\_\_\_ AS SURETY

are held and firmly bound unto the CITY OF WALTHAM and to such persons, firms, and corporations, who may furnish materials for or perform labor on the work, construction or improvements contemplated in the Contract hereinafter mentioned, or who may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this Contract,

IN THE SUM OF \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )  
(lawful money of the United States of America) for the payment whereof the Contractor and the Surety of Sureties bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden

\_\_\_\_\_  
heirs, executors, administrators and assigns, shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the WASTEWATER PUMPING STATION IMPROVEMENTS PROJECT – PHASE III project and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect,

PROVIDED, HOWEVER, that (except as to the Owner) no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after two years from the day on which the final payment under the Contract falls due,

AND PROVIDED, that any alterations that may be made in the terms of the Contract or in the work to be done under it, or any assignment, transfer or subletting of any part of the work, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Contractor to the other, shall not in any way release the Contractor and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such altercations, assignment, transfer, subletting, extension or forbearance being hereby waived.

This Bond is made for the use and benefit of all persons, firms, and corporations who may furnish materials, or perform any labor for or on account of said work, construction or improvements, or who may have any suits or claims for injury or damage to persons or property resulting from or arising out of the work done under this

Contract, and they and each of them are hereby made obliges hereunder the same as if their own proper names were written herein as such, and they and each of them may sue hereon in their own names for their own use and benefit.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, extension or time, alteration or addition to the terms of the Contract or to the work, or to the Specifications.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
CONTRACTOR (SEAL)

NAME \_\_\_\_\_ BY \_\_\_\_\_

ADDRESS \_\_\_\_\_ BY \_\_\_\_\_

NAME \_\_\_\_\_ BY \_\_\_\_\_

ADDRESS \_\_\_\_\_ BY \_\_\_\_\_

POWER OF ATTORNEY: Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

END OF SECTION

## **GENERAL CONDITIONS**

### **1. INFORMATION**

All information shall come from the Office of the City Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Agent shall govern.

### **2. SUITS**

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against them arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the Contractor, his agents, employees or any subcontractor in performing the work, under this contract.

### **3. LAWS AND REGULATIONS**

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the United States of America and all agencies having jurisdiction.

### **4. PROTECTION OF PROPERTY**

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City 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.

### **5. PROTECTION OF PERSONS**

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

### **6. CONTRACT DURATION.**

This contract is for the three (3) one year periods starting July 1, 2015 and renewable at the sole discretion of the City until June 30, 2018.

### **7. INSURANCE**

**WORKMAN'S COMPENSATION:** The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

#### **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

#### **AUTOMOBILE (VEHICLE) LIABILITY**

Bodily Injury	\$2,000,000 Each Occurrence
---------------	-----------------------------



Property Damage	\$1,000,000 Aggregate
UMBRELLA POLICY	
General liability	\$2,000,000

8. LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Labor and Materials or Payment Bond equal to 100% of the contract value. This contract shall not be in force until said bond has been delivered and accepted by the City. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

9. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

10. PREVAILING WAGES

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority. The prevailing wage schedule can be found at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

11. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

12. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

13. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

14. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the CPO PRIOR to the commencement of the change order

work. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CHANGE ORDERS

**All Change orders, prior to the initiation of the work, must have the approval of the City's the Mayor, the Purchasing Agent, the City Auditor, and the Law Department. No work is to be done until the Change Order is signed by the Mayor**

END OF SECTION

## **COMPLIANCE SECTION**

**(PLEASE COMPLETE AND SUBMIT THESE FORMS WITH YOUR RESPONSE)**

**“wet”, original signatures are required**

**NON-COLLUSION FORM AND TAX COMPLIANCE FORM**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

\_\_\_\_\_, \_\_\_\_\_  
(Signature of person signing bid or proposal)      Date

\_\_\_\_\_  
(Name of business)

---

**“wet”, original signatures are required**

**TAX COMPLIANCE CERTIFICATION**

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

\_\_\_\_\_, \_\_\_\_\_  
Signature of person submitting bid or proposal      Date

\_\_\_\_\_  
Name of business

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**"wet", original signatures are required**

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date:

I \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_  
\_\_\_\_\_ of said corporation

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

Print Name: \_\_\_\_\_

---

COMMONWEALTH OF MASSACHUSETTS

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

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, \_\_\_\_\_

Notary Public;

My Commission expires: \_\_\_\_\_

**"wet", original signatures are required**

## CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes \_\_\_\_\_, No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

If an Individual:

Name \_\_\_\_\_

Residence \_\_\_\_\_

If an Individual doing business under a firm's name:

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City \_\_\_\_\_ State \_\_\_\_\_ Telephone Number \_\_\_\_\_ Today's Date \_\_\_\_\_

**"wet", original signatures are required**

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §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 reverse of this 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, on a weekly basis, a copy of his or her weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those reports for three years. In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, 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

\_\_\_\_\_, 201\_\_

I \_\_\_\_\_,  
(Name of signatory party) (Title)

I do hereby state that I pay or supervise the payment of the persons employed by

\_\_\_\_\_ On the \_\_\_\_\_  
(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 \_\_\_\_\_

Print \_\_\_\_\_, Date \_\_\_\_\_

Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Awarding Auth.: \_\_\_\_\_

Work Week Ending: \_\_\_\_\_

☐ Final Report

[illegible]

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



### **RIGHT TO KNOW LAW**

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

---

Authorized Signature Indicating Compliance with the Right-to-know laws:

---

Signature

Date

---

Print Name

#### **NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**“wet”, original signatures are required**

**“wet”, original signatures are required**

**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. “Principals” means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

---

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signed by Authorized Company Representative: \_\_\_\_\_

Print name. \_\_\_\_\_, Date \_\_\_\_\_

**“wet”, original signatures are required**

**10 HOURS OSHA TRAINING CONFIRMATION**

**Chapter 306 of the Acts of 2004**

**CONSTRUCTION PROJECTS**

**AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC**

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 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 payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

*See following Chapter 306 of the Acts of 2004*

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

**“wet”, original signatures are required**

## **PROOF OF CONTRACTOR’S RESPONSIBILITY**

Before a contract will be awarded to any bidder, he/she will be required to furnish evidence satisfactory to the City that he/she has all of the following qualifications:

- A. Ability, equipment, organization, and financial resources sufficient or enable him/her to construct and complete the work successfully within the time required.
- B. Experience during the past three (3) years in the successful completion of Elevator Maintenance, the magnitude of which shall be not less than one-half (1/2) the work herein specified. In this connection, the attention of the bidder is directed to the “Bidder’s Experience” attached hereto, which shall be used in determining the responsibility of the bidder. The City may require additional information as necessary to determine the responsibility of the bidder.
- C. An experienced bidder shall be construed to mean that the bidder has an individual within his/her organization with the experience to supervise a job of this nature.

In the event the bidder fails, refuses, or neglects to submit any required information within the reasonable time stated in any request or fails to qualify as a responsible bidder, his/her bid guaranty shall be forfeited to the use of the owner, not as a penalty, but as liquidated damages.

The determination of whether a bidder is responsible shall rest solely with the City.

### **BIDDER’S EXPERIENCE**

The following is a list of the projects similar in character and scope to the work specified under this contract, which have been successfully completed by this bidder during the past three years.

This information must be furnished by each bidder. A completed project is one that has been accepted and the final payment received from the City or authorized representative.

---

Bidder’s Signature

---

Date

# Specifications

LOCATION of SCHOOL ELEVATORS	ELEVATOR	TYPE
Lawrence School	308-P-515	Passenger
Fitzgerald Elementary	308-P-760	Passenger
Whittemore Elementary	308-P-771	Passenger
Waltham High School	308-P-95	Passenger
Waltham High School	308-F-96	Freight
Waltham High School	308-W-653	Wheelchair Lift
Waltham High School	308-W-640	Wheelchair Lift
Northeast Elementary School	308-P-687	Passenger
Stanley Elementary School	308-P-666	Passenger
McDevitt Middle School	308-P-681	Passenger
Plympton Elementary School	308-P-706	Passenger
MacArthur Elementary School	308-P-713	Passenger
Kennedy Middle School	308-P-714	Passenger
Kennedy Middle School	308-W-716	Stage lift
Former Fitch School, 14 Ash Street		Passenger

#### School Elevators (YEAR 1)

#	Location	Monthly	12-months	Subtotal
1	Lawrence School 258 Trapelo Road Lunar Lift (308-L-515)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
2	Fitzgerald Elementary School 140 Beal Road Passenger Elevator (308-P-760)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
3	Whittemore Elementary School 30 Parmenter Street Passenger Elevator (308-P-771)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
4	Waltham High School 617 Lexington Street Passenger Elevator (308-P-95)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
5	Waltham High School 617 Lexington Street Freight Elevator (308-F-96)		\$ _____	\$ _____
	State of MA Annual Inspection. Cost	\$ _____	\$ _____	\$ _____
6	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-653)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____

7	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-640)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
8	Northeast Elementary School 70 Putney Lane Passenger Elevator (308-P-687)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
9	Stanley Elementary School 250 South Street Passenger Elevator (308-P-666)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
10	McDevitt Middle School 75 Church Street Passenger Elevator (308-P-68.I)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
11	Plympton Elementary School 20 Farnsworth Street Passenger Elevator 3O8-P-706)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
12	MacArthur Elementary School 494 Lincoln Passenger Elevator (308-P-713)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
13	Kennedy Middle School 655 Lexington Street Passenger Elevator (308-P-714)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
14	Kennedy Middle School 655 Lexington Street Stage Lift (308-W-716)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____

**TOTAL**

**School Elevators (YEAR 2)**

#	Location	Monthly	12-months	Subtotal
1	Lawrence School 258 Trapelo Road Lunar Lift (308-L-515)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
2	Fitzgerald Elementary School 140 Beal Road Passenger Elevator (308-P-760)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
3	Whittemore Elementary School 30 Parmenter Street Passenger Elevator (308-P-771)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
4	Waltham High School 617 Lexington Street Passenger Elevator (308-P-95)		\$ _____	\$ _____

	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
5	Waltham High School 617 Lexington Street Freight Elevator (308-F-96)		\$ _____	\$ _____
	State of MA Annual Inspection. Cost	\$ _____	\$ _____	\$ _____
6	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-653)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
7	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-640)		\$-----	\$-----
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
8	Northeast Elementary School 70 Putney Lane Passenger Elevator (308-P-687)	_____	\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
9	Stanley Elementary School 250 South Street Passenger Elevator (308-P-666)	_____	\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
10	McDevitt Middle School 75 Church Street Passenger Elevator (308-P-68.I)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
11	Plympton Elementary School 20 Farnsworth Street Passenger Elevator 308-P-706)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
12	MacArthur Elementary School 494 Lincoln Passenger Elevator (308-P-713)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
13	Kennedy Middle School 655 Lexington Street Passenger Elevator (308-P-714)	_____	\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
14	Kennedy Middle School 655 Lexington Street Stage Lift (308-W-716)	_____	\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____

**TOTAL** \_\_\_\_\_



**School Elevators (YEAR 3)**

#	Location	Monthly	12-months	Subtotal
1	Lawrence School 258 Trapelo Road Lunar Lift (308-L-515)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
2	Fitzgerald Elementary School 140 Beal Road Passenger Elevator (308-P-760)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
3	Whittemore Elementary School 30 Parmenter Street Passenger Elevator (308-P-771)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
4	Waltham High School 617 Lexington Street Passenger Elevator (308-P-95)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
5	Waltham High School 617 Lexington Street Freight Elevator (308-F-96)		\$ _____	\$ _____
	State of MA Annual Inspection. Cost	\$ _____	\$ _____	\$ _____
6	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-653)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
7	Waltham High School 617 Lexington Street Wheelchair Lift (308-W-640)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
8	Northeast Elementary School 70 Putney Lane Passenger Elevator (308-P-687)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
9	Stanley Elementary School 250 South Street Passenger Elevator (308-P-666)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
10	McDevitt Middle School 75 Church Street Passenger Elevator (308-P-68.I)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____

11	Plympton Elementary School 20 Farnsworth Street Passenger Elevator 308-P-706		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
12	MacArthur Elementary School 494 Lincoln Passenger Elevator (308-P-713)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
13	Kennedy Middle School 655 Lexington Street Passenger Elevator (308-P-714)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
14	Kennedy Middle School 655 Lexington Street Stage Lift (308-W-716)		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____

**TOTAL**

### City Elevators (Year 1)

#	Location	Monthly	12-months	Subtotal
1	City Hall 610 Main Street	\$ _____	\$ _____	\$ _____
	State of MA Annual Inspection Cost		\$ _____	\$ _____
2	Government Center 119 School Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
3	Senior Center 488 Main Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
4	Main Street Library 736 Main Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
5	Municipal Center 161 Lexington Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
6	Police Station 155 Lexington Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
7	Waltham Museum 25 Lexington Street		\$ _____	\$ _____

	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
8	Former Hardy School 51 Lake Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
9	Paine Estate 100 Robert T. Paine Dr. 1 ANNUAL INSPECTION ONLY		\$ _____ 1 x per Year	
10	Former Bright School 260 Grove Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
11	Former South Middle School; 510 Moody Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
12	Former South Middle School; 510 Moody Street Wheel Chair Lift State of MA Annual Inspection Cost ONLY		\$ _____ 1 x per Year	
13	Former Fitch School 14 Ash Street	\$ _____	\$ _____	\$ _____
	ID 308-P-1		\$ _____	\$ _____

**TOTAL** \_\_\_\_\_

### City Elevators (Year 2)

#	Location	Monthly	12-months	Subtotal
1	City Hall 610 Main Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
2	Government Center 119 School Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
3	Senior Center 488 Main Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
4	Main Street Library 736 Main Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
5	Municipal Center 161 Lexington Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
			\$ _____	\$ _____

6	Police Station 155 Lexington Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____		
7	Waltham Museum 25 Lexington Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
8	Former Hardy School 51 Lake Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
9	Paine Estate 100 Robert T. Paine Dr. 1 ANNUAL INSPECTION ONLY		\$ _____ 1 x per Year	
9	Paine Estate 100 Robert T. Paine Dr. 1 ANNUAL INSPECTION ONLY		\$ _____ 1 x per Year	
10	Former Bright School 260 Grove Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
11	Former South Middle School; 510 Moody Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
12	Former South Middle School; 510 Moody Street Wheel Chair Lift State of MA Annual Inspection Cost ONLY		\$ _____ 1 x per Year	
13	Former Fitch School 14 Ash Street	\$ _____	\$ _____	\$ _____
	ID 308-P-1		\$ _____	\$ _____

**TOTAL** \_\_\_\_\_

### City Elevators (Year 3)

#	Location	Monthly	12-months	Subtotal
1	City Hall 610 Main Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
2	Government Center 119 School Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____

3	Senior Center 488 Main Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
4	Main Street Library 736 Main Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
5	Municipal Center 161 Lexington Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
6	Police Station 155 Lexington Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
7	Waltham Museum 25 Lexington Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
8	Former Hardy School 51 Lake Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
9	Paine Estate 100 Robert T. Paine Dr. 1 ANNUAL INSPECTION ONLY		\$ _____ 1 x per Year	
10	Former Bright School 260 Grove Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
11	Former South Middle School; 510 Moody Street		\$ _____	\$ _____
	State of MA Annual Inspection Cost	\$ _____	\$ _____	\$ _____
12	Former South Middle School; 510 Moody Street Wheel Chair Lift State of MA Annual Inspection Cost ONLY		\$ _____ 1 x per Year	
12	Former Fitch School 14 Ash Street	\$ _____	\$ _____	\$ _____
	ID 308-P-1		\$ _____	\$ _____

**TOTAL** \_\_\_\_\_

Offered price above includes:

- Annual test (requires 2 people)
- State inspection fee
- Normal working hours

## **MAINTENANCE INCLUDES:**

Machine: Worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings and components.

Motor: Windings, bearings, rotating element, commutators, brushes and brush holders.

Motor Generators: Windings, bearings, rotating element, commutators, brushes and brush holders.

Hydraulic: Pump Unit, valves and motors, jack unit except underground cylinders and piping.

Controller: Dispatching and power equipment, selectors, all relays, solid state components, computer components, transformers, chokes and filters.

Dispatching Equipment: All relays, resistors, contacts, coils, leads, fuses, transformer, timing devices and solid-state components, computer components, transformers, chokes and filters.

Selector: All electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.

Governor: Sheave, bearings, shafts, contacts and governor jaws.

Hoistway Equipment: Buffers, compensating sheave assemblies, compensating cable or chains, guide rails, counterweight safeties and guide shoes, load weighing equipment and seismic devices.

Structure Car Frame: Safeties, guide shoes.

Power Door Operator: Car and hoistway door hanger tracks and rollers, car opening protective devices, door auxiliary closer, door gibbs and door interlocks.

Elevator Control Wiring: Located in the machine room, hoistway, car including the traveling cables.

Fixtures: Call and hall operating buttons, contacts and signal bulbs.

Furnish: Lubricants and Hydraulic Fluid.

Safety Devices: shall be periodically examined.

Wire Rope Cables: shall be renewed as often as necessary to maintain an adequate factor of safety. Contractor shall equalize the tension on all hoist cables.

Signal fixture and operating station cover plates or plastic inserts. Braille and tactile plates. Telephones or communication systems, Key mortise cylinders, instruction or warning signs in

connection with the use of the equipment by passengers.

Electric power supplies for equipment operation including signals and lighting; power switches, circuit breakers, or fuses and feeders to the controllers. Emergency power systems, mainline shunt trips and emergency power transfer switches.

Hydraulic jack unit, buried or unexposed pipe or conduit.

Any periodic safety tests required by applicable laws or codes and inspection fees, license fees, certificate fees or witness fees for any testing of equipment which may be required by governmental or other authorities shall be included.

All Cleaning, adjustments, parts and repairs will be included in the service.

#### **ESCALATORS ONLY:**

Handrail: Handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices.

Steps: Step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks.

Drive Unit: Drive bearings, tension sprocket and upper and lower newel bearings.

#### **SERVICE PROVIDED:**

Contractor shall examine, adjust, clean and lubricate the equipment as set forth above.

Prompt response to all emergency callbacks during regular working hours, Monday through Friday, except holidays recognized now and hereafter by the local elevator union.

Covered repairs will be performed only during regular working hours.

Contractor shall maintain for each unit a record of all examinations, callbacks and repairs.

#### **OVERTIME CALLBACK SERVICE:**

Callbacks outside of regular working hours will be billed at standard over time rates, including travel time and expenses.

#### **PARTS INVENTORY AND LUBRICANTS**

Contractor shall maintain a supply of frequently used replacement parts and lubricants required for routine maintenance. Replacement parts furnished under this Agreement will be original equipment manufactured or parts specifically selected by Contractor for use on this equipment. All replacement parts will be new.

## **OPERATIONAL CHARACTERISTICS**

Contractor shall maintain optimal operational characteristics of the Owner's equipment including, door operation, car speed floor leveling, and ride quality as determined by the original equipment design, age of equipment and building use type.

## **PRORATIONS, EXCLUSIONS**

If a Proration Exclusions Addendum is attached, the items listed on that Addendum show considerable wear and will have to be replaced or repaired in the near future. These items are subject to limited or no coverage as provided for in the Addendum.

## **THE OWNER OBLIGATIONS**

It is agreed that Contractor do not assume possession or control of any part of the units, that such remains the Owner's solely as owner, operator, lessee or agent of the owner or lessee, and that Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation.

Owner will insure that the machine rooms are properly ventilated with temperature controlled in the 50 degree F to 90 degree F range or otherwise as required by governmental authority.

Owner agrees to provide the Contractor unrestricted, ready and safe access, including off-hours emergency callbacks, to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored material and excessive debris. Owner agrees to provide a safe work place for Contractor's personnel and to remove any hazardous materials in accordance with applicable laws and regulations. Owner agrees to restrict access to the equipment to only Contractor's authorized personnel.

Owner agrees to provide Contractor with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment.

If any of the following conditions occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, Owner, will immediately notify Contractor. In the event of an accident, Contractor shall be notified in within 24 hours of the incident. Until the problem is corrected, Owner agrees to remove the Unit from service and take all necessary precautions to prevent access or use of the Unit.

## **SPECIAL PROVISIONS- 'GOVERNMENT REQUIRED SAFETY INSPECTIONS ADDENDUM**

Contractor shall conduct when and to the extent required by governmental authorities a safety test in compliance with such authority. All testing shall be performed during regular working hours. Permit fees in effect for tests conducted during our normal working hours are included in this Agreement, as well as increases that may be occurring. Any changes in governmental authority testing requirements may result in a separate bill.



# Price Sheet

CITY OF WALTHAM, MASSACHUSETTS

**PRICE SHEET, SUPPLEMENTAL TO THE UNIT PRICING IN THE INDIVIDUAL LOCATIONS**

ELEVATOR MAINTENANCE, School and City Elevators

The undersigned bids to furnish Elevator Maintenance to the City of Waltham, in accordance with the terms, conditions and specifications contains in the bid documents, as follows:

In accordance with M.G.L., Chapter 149, the undersigned certifies that the bidder has filed all state tax returns and paid all state taxes required under law.

In accordance with M.G.L., Chapter 149, the undersigned certifies that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

**THE FOLLOWING ITEMS ARE TO BE COMPLETED BY THE BIDDER:**

**ITEM No. 1: Hourly Rate for Unscheduled Repairs:**

**Labor: Monday-Friday, 8:00 AM to 5:00 PM**

Estimated 400 hours @ \$\_\_\_\_\_ per hour = \$\_\_\_\_\_/year

**Labor All Other Times (including legal holidays)**

Estimated 60 hours @ \$\_\_\_\_\_ per hour = \$\_\_\_\_\_/year

**Material: Actual Cost Plus\_\_\_\_\_ percent (%) Mark Up. NOT TO EXCEED 15%**

Offered Price Above Include:

A: Annual Test (Requires two (2) people)

B: State Inspection Fee

C: Normal working hours

**This bid includes addendum/addenda numbered: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.**