



**TOWN OF HOPKINTON FIRE STATION HVAC UPGRADE Re-Bid**  
 Hopkinton Fire Department Headquarters  
 73 Main Street, Hopkinton, MA 01748  
**Bid #24-05-001IFB**

**Addendum # 003**  
**Date of Issue: April 9, 2024**

**Addendum Cover Sheet**

<b>Project:</b>	TOWN OF HOPKINTON FIRE STATION HVAC UPGRADE Hopkinton Fire Department Headquarters 73 Main Street Hopkinton, MA 01748		<b>Project #:</b> 2019023.01	<b>Date:</b> April 9, 2024
<b>Owner:</b>	Town of Hopkinton acting through its Town Manager and its Select Board	<b>Contractor:</b> Bidders	<b>Distribution:</b>	
			<input checked="" type="checkbox"/>	All Bidders
	18 Main Street Hopkinton, MA 01748		<input checked="" type="checkbox"/>	David Daltorio, Town Engineer
			<input checked="" type="checkbox"/>	Maureen McKeon, Procurement Officer
			<input checked="" type="checkbox"/>	Nicole Bratsos, Facilities
			<input checked="" type="checkbox"/>	GLRA Files Gorman Richardson Lewis Architects, Inc.

This Addendum forms part of the Construction Documents and modifies the original Bid Documents dated March 27, 2024. Acknowledge receipt of this Addendum in the space provided on the bid forms (Form for General Bid; Form for Sub-bid, as applicable).

**Description of Addendum:**

- Revised Table of Contents (attached))
- Revised List of Drawings (attached)
- Revised Invitation To Bid (attached):
  - Change of project duration from Notice To Proceed to Substantial Completion.
- Revised Form for General Bid (attached):
  - Change of Substantial Completion Date from Notice to Proceed
- Revised General Conditions (attached):
  - Town of Hopkinton Permit costs waived
- Revised Summary (attached):
  - Change in Construction Period
  - Clarification regarding work hours, use of premises, storage of materials, dumpster location, vehicle storage
  - Clarification regarding requirements around Boston Marathon 2025
  - Clarification regarding maintaining an available shower for fire fighters
  - Staging options
  - Fire watch requirements for hot work
  - Protection of furniture in work areas.
- Revised Temporary Facilities and Controls (attached):
  - Clarification regarding no work on weekends
  - Clarification on Electrical Shutdown
  - Use of elevator
- Revised Specification Section 09 51 00, ACOUSTICAL CEILINGS: no ACT panels or grid will be salvaged.



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**Addendum # 003**  
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**List of Addendum Documents**

Project Manual Document / Section Number	Title	Changes
00 01 10	TABLE OF CONTENTS	Revised dates of issue and other changes per changes made in the following specification sections.
00 01 15	LIST OF DRAWINGS	Delete plan titles not included in Drawing Set; correct naming of sheet
00 02 00	INVITATION TO BID	<ul style="list-style-type: none"> <li>○ Changes to section per changes to dates noted in Addendum 2;</li> <li>○ Change in duration of project from 105 calendar days to 301 calendar days from Notice To Proceed to Substantial Completion.</li> </ul>
00 31 00	FORM FOR GENERAL BID	<ul style="list-style-type: none"> <li>● Corrected Bid # as noted previously in Addendum 2</li> <li>● Change in Substantial Completion date from 105 calendar days to 301 calendar days from date of Notice To proceed.</li> </ul>
00 80 00	GENERAL CONDITIONS	Town of Hopkinton Permit Fees: Fees for Town of Hopkinton permits shall be waived.
01 11 00	SUMMARY	<ul style="list-style-type: none"> <li>○ Construction period changed from 105 calendar days to 301 calendar days from Notice To Proceed to Substantial Completion.</li> <li>○ Allowable Work Days and Hours: Work on-site may only occur Monday through Friday between the hours of 7:00 AM to 4:00 PM. <b>No weekend work will be permitted.</b></li> <li>○ There is no available space on-site for vehicles or for storage of materials and other items.</li> <li>○ <b>The area designated on-site for waste dumpster location is located at the southeast corner of the Fire Station property as noted on the Revised Sheet A7.0 included with this Addendum 3. The access drive on the west side of the building belongs to 77 Main Street and cannot be used for the dumpster location. As a result, the fire rating of the window along the west side of the fire station is not required.</b></li> <li>○ <b>In the event the duration of the project extends beyond Marathon Day 2025 (Patriot’s Day 2025), all construction - related materials and equipment must be removed from the site no less than 5 days before Marathon Day. They may be brought back on site after Marathon Day 2025. If required.</b></li> <li>○ <b>During the course of construction, at least one shower must be maintained in working order and accessible for use by Fire Department personnel.</b></li> <li>○ Staging of Materials: Very little available No available material staging space on the</li> <li>○ Fire Department site. The Town may have some alternatives for staging items off-site within the Town. The Contractor shall contact and coordinate with the Town about availability of these alternative areas.</li> </ul>



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**Date of Issue: April 9, 2024**

Project Manual Document / Section Number	Title	Changes
		<ul style="list-style-type: none"> <li>○ The Hopkinton Fire Department does not provide Fire Watch. All hot work permit and supervision is to be provided by the General Contractor.</li> <li>○ Protection of Furniture Moving:               <ol style="list-style-type: none"> <li>1. All furniture will remain and no furniture will be relocated by the Owner.</li> <li>2. Contractor shall provide protection (protective covers) for all furnishings during construction and shall provide final cleaning of furniture when work is completed in any area.</li> </ol> </li> </ul>
01 50 00	TEMPORARY FACILITIES AND CONTROLS	<ul style="list-style-type: none"> <li>○ No weekend work will be permitted.</li> <li>○ Electrical Shutdown: Electrical shutdowns required for renovation work shall only be when absolutely necessary. Any electrical shutdowns need to be coordinated with the Fire Department and the Town of Hopkinton’s IT Representative so that are aware of potential downtime and schedule for restoring power.</li> <li>○ The Hopkinton Fire Department does not provide Fire Watch.</li> <li>○ <b>The existing elevator may be used by contractors’ personnel and include transporting light tools and materials. The walls shall be protected by hanging pads and the elevator cab floor protected by floor covering to protect the interior finishes and all components of the elevator.</b></li> </ul>
09 51 00	ACOUSTICAL CEILINGS	<p>Page 09 51 00-1, delete Subparagraph 1.02A.2.and replace with the following:</p> <p>There will be no salvaging of existing acoustical panels or grid which is to be removed. Any ceiling grid or panels to be replaced as part of renovations shall be new.</p> <p>Delete paragraph 3.03 (E).</p>
23 05 10	SELECTIVE HVAC DEMOLITION	<b>Delete this section in its entirety.. See Section 02 41 19 SELECTIVE DEMOLITION.</b>



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**Addendum # 003**  
**Date of Issue: April 9, 2024**

<b>Contract Drawings</b>	<b>Title</b>	<b>Changes</b>
<b>AD2.2</b>	<b>DEMOLITION SECOND FLOOR REFLECTED CEILING PLAN</b>	<ul style="list-style-type: none"><li>• Corrections to RCP in Training and Public Meeting Room</li><li>• Location of ceiling mounted devices: speakers, occupancy sensors, modems</li></ul>
<b>A2.2</b>	<b>SECOND FLOOR REFLECTED CEILING PLAN</b>	<ul style="list-style-type: none"><li>• Corrections to RCP in Training and Public Meeting Room</li><li>• Location of ceiling mounted devices: speakers, occupancy sensors, modems</li></ul>
<b>A1.3</b>	<b>CONSTRUCTION ROOF PLAN</b>	Additional roofing work at location of roof reinforcement under HP-1 (see attached A1.3 with revised notes)
<b>A7.0</b>	<b>TYPICAL ROOF DETAILS</b>	<ul style="list-style-type: none"><li>• Delete West Elevation 9, Detail 7 and Detail 8</li><li>• Add aerial view with proposed dumpster location</li></ul>



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**Addendum # 003**

**Date of Issue: April 9, 2024**

RFI	Question/ Comment	Response
1.1	On Drawing H-102 – HVAC additional scope notes: “1. CONTRACTOR TO INSPECT ETR DUCT SYSTEMS & PROVIDE NEW INSULATION AT LEAK DAMAGED ETR SUPPLY AND RETURN DUCTWORK THROUGHOUT SECOND FLOOR.” Per the bid laws an exact quantity needs to be provided so all bidders can bid the same way.	Provide 75 Square Feet of 2” Flexible Fiberglass Insulation w/ Vapor Barrier for repairs to the existing water damaged supply air duct insulation systems in the vicinity of the roof duct penetrations on the 2nd floor.
1.2	On Drawing H-102 – HVAC additional scope notes: CLEAN ALL ETR SUPPLY, & RETURN DUCTWORK SYSTEM IF WARRANTED BY INSPECTION.” Per the bid laws an exact quantity needs to be provided so all bidders can bid the same way.	Clean inside ductwork 36” upstream & 36” downstream of each of the seven reheat coils being removed and replaced. Clean exterior face of the (62) sixty-two existing supply / return/ transfer & exhaust RGD’s.
1.3	On Drawing H-102 it shows HWC-2-1 & 3-1 to be ETR, the demo drawings call for them to be removed. It is assumed to be removed and reinstalled, please confirm.	Correct reheat coils HWC-2-1 & HWC-3-1 are being removed and replaced with new reheat coils as shown in the equipment schedules.
1.4	On Drawing H-103 note 17 states to provide the Bipolar Ionization generators under the roof, On RTU-4 it is not possible for the supply duct as there is roof duct with four supply drops. Can this be installed in the roof mounted duct or will there need to be four additional BPIs installed in the drops?	Bipolar Ionization Generators are NEMA-4 rated for exterior service. Drawing H1-03 roof plan shows BPI-4A&4B located in ductwork mains on roof at the unit’s discharge. Four extra branch duct BPIs are not necessary.



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2.1	On Drawing H-103 note 11 states "PROVIDE UNDER G.C. MISC. METALS, HOT DIPPED GALVANIZED STEEL OR STAINLESS STEEL FOR ALL VERTICAL STACK SUPPORTS, O-RING BANDS AND ATTACHMENTS. FIELD VERIFY QUANTITIES. CLEAN STACK STAINS." Is this support steel and attachments to be provided and installed by the GC? Or is this by the HVAC? Is the cleaning of the stains by the GC?	The (6) six support steel bracing arrangements, (3) O-ring replacements and anchoring attachments to the building structure are to be provided and installed by the General Contractor. The cleaning of the stack stains also will be by the General Contractor.
3.1	RTU-2 orientation does not match between drawing H-102 & H-103, The duct drops are rotated 90* from the roof plan. Seeing how this requires a curb adapter, this may become a problem.	Confirmed, Dwg H-103 roof plan is the correct orientation. Dwg H-102 ductwork was an incorrect carry-over from an earlier submission. Please see attached new PDF for drawing H-102 2nd floor ductwork plan that will match up with the RTU-2 roof duct penetrations.
4.1	Can the Awarding Authority accept the Lowest General Bid for the entire scope, then take one or both of the Deduct Alternates, even though doing so would change the low bidder?	Response from AG's Office (Bid Unit): <i>The rule is that the awarding authority's decision to accept or reject any alternates must be made <u>before</u> the lowest bidder is determined. So, in a project with alternates, make that decision and then see who the low bidder is. The purpose of this rule is to prevent the awarding authority from steering the contract to favored vendors.</i>

**Attachments: Revised Project Manual Sections; Drawings AD2.2, A2.2, A1.3, A7.0**

**ARCHITECT**

  
 Issued By: \_\_\_\_\_ Date: 04/09/2024  
 George O'Neill  
 Gorman Richardson Lewis Architects, Inc.

DOCUMENT 00 01 10

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Document 00 01 05	Consultant Page	00 01 05-1	03/27/24 -
Document 00 01 10	Table of Contents	00 01 10-1 through 6	03/27/24 <b>04/09/24</b>
Document 00 01 15	List of Drawings	00 01 15-1 through 3	03/27/24 <b>04/09/24</b>
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-	Bidders Checklist	(one page)	03/27/24 -
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-	DCAMM Prime/General Contractor Update Statement*	(11 pages)	03/30/10 -
Document 00 31 40	Certificate as to Corporate Bidder*	00 31 40-1	03/27/24 -
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Document 00 80 00	General Conditions	00 80 00-1 through 14	03/27/24 <b>04/09/24</b>

\* These documents shall be submitted with the General Bid.

\*\* These documents shall be submitted with each Sub-bid.

\*\*\* **Section deleted as part of Addendum No. 3**

Document/Section No. and Title	Page Numbers	Issue Date	Latest Rev. Date
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CONTRACTING REQUIREMENTS (continued)

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SPECIFICATIONS

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DIVISION 03 - CONCRETE

Not Used.

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\*\*\* **Section deleted as part of Addendum No. 3**



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Not Used.			
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Not Used.			

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Document/Section No. and Title	Page Numbers	Issue Date	Latest Rev. Date
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Not Used.

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Not Used.

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Not Used.

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Not Used.

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Not Used.

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DOCUMENT 00 01 15

LIST OF DRAWINGS

PART 1 - GENERAL

1.01 DRAWING LIST

- A. The List of Drawings for TOWN OF HOPKINTON FIRE STATION HVAC UPGRADE – REBID at Hopkinton Fire Department Headquarters, 73 Main Street, Hopkinton, Massachusetts 01748; is as follows:

<u>Drawing No.</u>	<u>Date of Issue</u>	<u>Rev. No.</u>	<u>Rev. Date</u>	<u>Drawing Title</u>
GENERAL (G-Series)				
G0.0	03/27/24	-	-	COVER SHEET
G0.1	03/27/24	-	-	CODE ANALYSIS AND GENERAL NOTES
<del>EXISTING CONDITIONS (EX-Series)</del>				
<del>EX1.1</del>	<del>03/27/24</del>			<del>EXISTING FIRST FLOOR PLAN</del>
<del>EX1.2</del>	<del>03/27/24</del>			<del>EXISTING SECOND FLOOR PLAN</del>
ARCHITECTURAL (A- Series and AD- Series)				
AD1.3	03/27/24	-	-	DEMOLITION ROOF PLAN
AD2.1	03/27/24	-	-	DEMOLITION 1ST <b>FIRST FLOOR</b> REFLECTED CEILING PLAN
AD2.2	03/27/24	<b>3</b>	<b>04/09/24</b>	DEMOLITION SECOND FLOOR REFLECTED CEILING PLAN
A1.3	03/27/24	<b>3</b>	<b>04/09/24</b>	CONSTRUCTION ROOF PLAN
A2.1	03/27/24	-	-	1ST FLOOR REFLECTED CEILING PLAN
A2.2	03/27/24	<b>3</b>	<b>04/09/24</b>	SECOND FLOOR REFLECTED CEILING PLAN
A7.0	03/27/24	<b>3</b>	<b>04/09/24</b>	TYPICAL ROOF DETAILS

<u>Drawing No.</u>	<u>Date of Issue</u>	<u>Rev. No.</u>	<u>Rev. Date</u>	<u>Drawing Title</u>
STRUCTURAL (S- Series)				
S-1.0	03/27/24	-	-	ROOF FRAMING PLAN AND GENERAL NOTES
FIRE ALARM (FA- Series and FAD- Series)				
FA0.0	03/27/24	-	-	FIRE ALARM LEGEND AND GENERAL NOTES
FA1.2	03/27/24	-	-	FIRE ALARM SECOND FLOOR PLAN
FA1.3	03/27/24	-	-	FIRE ALARM ROOF PLAN
FAD1.2	03/27/24	-	-	FIRE ALARM DEMOLITION SECOND FLOOR PLAN
MECHANICAL (H- Series and HD- Series)				
H-000	03/27/24	-	-	HVAC LEGEND AND GENERAL NOTES
H-001	03/27/24	-	-	HVAC SCHEDULES
H-002	03/27/24	-	-	HVAC DETAILS SHEET NO. 1
H-003	03/27/24	-	-	HVAC DETAILS SHEET NO. 2
H-101	03/27/24	-	-	HVAC FIRST FLOOR PLAN
H-102	03/27/24	-	-	HVAC SECOND FLOOR DUCTWORK PLAN
H-102P	03/27/24	-	-	HVAC SECOND FLOOR PIPING PLAN
H-103	03/27/24	-	-	HVAC ROOF PLAN
HD-101	03/27/24	-	-	HVAC DEMOLITION FIRST FLOOR PLAN
HD-102	03/27/24	-	-	HVAC DEMOLITION SECOND FLOOR DUCTWORK PLAN
HD-102P	03/27/24	-	-	HVAC DEMOLITION SECOND FLOOR PIPING PLAN
HD-103	03/27/24	-	-	HVAC DEMOLITION ROOF PLAN

<u>Drawing No.</u>	<u>Date of Issue</u>	<u>Rev. No.</u>	<u>Rev. Date</u>	<u>Drawing Title</u>
ELECTRICAL (E- Series and ED-Series)				
E0.0	03/27/24	-	-	ELECTRICAL LEGEND AND GENERAL NOTES
E1.1	03/27/24	-	-	ELECTRICAL FIRST FLOOR PLAN
E1.2	03/27/24	-	-	ELECTRICAL SECOND FLOOR PLAN
E1.3	03/27/24	-	-	ELECTRICAL ROOF PLAN
E3.0	03/27/24	-	-	ELECTRICAL RISER AND SCHEDULES
ED1.1	03/27/24	-	-	ELECTRICAL DEMOLITION FIRST FLOOR PLAN
ED1.2	03/27/24	-	-	ELECTRICAL DEMOLITION SECOND FLOOR PLAN
ED1.3	03/27/24	-	-	ELECTRICAL DEMOLITION ROOF PLAN
<i>INFORMATIONAL DRAWINGS (prepared by The Carell Group)</i>				
<i>H-1</i>	<i>8/8/96</i>			<i>FIRST FLOOR HVAC PLAN AND BASEMENT</i>
<i>H-2</i>	<i>8/8/96</i>			<i>SECOND FLOOR HVAC PLAN</i>

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF DOCUMENT

DOCUMENT 00 02 00

INVITATION TO BID

1.01 RE-BID OF PREVIOUSLY BID 2023 PROJECT

- A. Please note that this Project is being rebid. The project was put out to bid in 2023; bids were received and bids exceeded the Awarding Authority's budget. Subsequently additional monies have been approved by the Town and the project is going out to bid again.

1.02 RECEIPT OF BIDS

- A. The **Town of Hopkinton**, the Awarding Authority, invites sealed bids for rebidding of the project - **HVAC Upgrades at the Fire Department Headquarters**, located at 73 Main Street, Hopkinton, Massachusetts, in accordance with the documents prepared by the Architect, Gorman Richardson Lewis Architects.
- B. The scope of work includes the removal, disposal, and replacement of rooftop HVAC equipment and related ductwork and all associated work, electrical system upgrades, structural roof reinforcement, roof patching and related work, replacement acoustical ceilings, painting, drywall, and a new building management system including all system control and monitoring points, as indicated on the Bidding and Contract Documents.
- C. Copies of this IFB can be viewed and downloaded by visiting the Town of Hopkinton's website for free beginning on 3/27/2024. There will be a \$75 fee if you wish to obtain hard copy bid documents and plans. A non-mandatory pre-bid conference will take place at the Main Fire Station, 73 Main St., Hopkinton, MA 01748 at 10 a.m. on ~~4/3/2024~~ **April 4, 2024**.
- D. Sealed bids shall be submitted on a form furnished by the Awarding Authority and clearly identified as a bid, endorsed with the name and address of the bidder, and the name of the project no later than the times set forth below.
- E. Sealed responses (hard copy only) must be received at the Town's Procurement Office located at Town Hall, 18 Main Street, 2nd Floor, Hopkinton, MA 01748 no later than 10 am on ~~April 10, 2024~~ **April 12, 2024** for Filed Sub Bids (Heating, Ventilating and Air Conditioning and Electrical) and 10 a.m. on ~~April 24, 2024~~ **April 26, 2024** for General Contractor Bids.
  - 1. All laws pertaining to M.G.L. c.149 for Building Construction must be adhered to for this project, including the payment of State-issued prevailing wage rates.
  - 2. Bids submissions from sub bidders will be opened publicly on ~~April 10, 2024~~ **April 12, 2024** at 10 a.m. at Town Hall and bid submission from General Contracts will be opened publicly on ~~April 24, 2024~~ **April 26, 2024** at 10 a.m. at Town Hall.
- F. The Town reserves the right to reject any and all bids/proposals, to waive informalities and to award in the best interest of the Town. All MGL Procurement Laws pertaining to c. 149/c.30/39M/c. 30B, including min. wage requirements, apply to this bid. The Town of Hopkinton, the Awarding Authority, is an EOE employer and encourages sealed bids from Massachusetts-certified minority and women-owned businesses.

1.03 QUALIFICATIONS OF BIDDERS

- A. In order to be eligible and responsible to bid on this project, General Bidders and Filed Sub-bidders shall submit with their bid, issued by the Division of Capital Asset Management and Maintenance, a current Certificate of Eligibility, and an Update Statement.



1. General Bidders must be certified by the Division of Capital Asset Management and Maintenance (DCAMM) in the category of **General Construction**.
2. **Filed Sub-bidders must be certified by the Division of Capital Asset Management and Maintenance (DCAMM) in the category of HVAC and Electrical.**

1.04 BIDDING REQUIREMENTS

- A. Bidding procedures shall be in accordance with the provisions of M.G.L Chapter 149, Section 44A through Section 44J, inclusive, and Chapter 30, Section 39M, as amended.
- B. Bid security is required in the form of a bid bond, cash, certified check, treasurer's or cashier's check made payable to the Town of HOPKINTON in the amount of five percent (5%) of the total bid amount.
- C. The successful bidder must furnish 100% Performance Bond and a Labor and Materials Bond. The estimated value of this contract is \$900,000.
- D. Materials, equipment and supplies to be used on this project are exempt from sales tax to the extent provided by M.G.L. Chapter 66H, Section 6(f).
- E. Prevailing Wage Rates as determined by the Director of the Executive Office of Labor and Workforce Development under the provisions of the Massachusetts General Laws Chapter 149, Section 26 to 27H, as amended, apply to this project.
- F. All questions regarding this procurement shall be directed *in writing* via email to the Procurement & Grants Manager, Maureen McKeon at [mmckeon@hopkintonma.gov](mailto:mmckeon@hopkintonma.gov).

1.05 PROJECT DURATION

- A. Duration of Project: ~~±05~~ **301** calendar days from the Notice to Proceed to Substantial Completion. Refer to Document 00 31 00, FORM FOR GENERAL BID.

1.06 SALES TAX EXEMPTION

- A. Materials, equipment and supplies to be used on this project are exempt from sales tax to the extent provided by M.G.L. Chapter 66H, Section 6(f).

1.07 LIQUIDATED DAMAGES

- A. Liquidated damages for not completing the work within the time limit specified above will be assessed by the Owner.
  1. The liquidated damages amount per calendar day is a minimum damage figure to compensate the Owner for administrative costs and loss or delay of its use of the project, and for added Owner's Project Manager, Architect and consultant fees, and does not limit in any way the liability of the Contractor for damages in excess of the specified liquidated damages amount for other damages, in particular, damages for breach of Contract. It is expressly understood that such liquidated damages do not constitute a penalty.
  2. Liquidated damages will be five hundred dollars (\$500.00) per calendar day.

1.08 REQUIREMENTS OSHA APPROVED SAFETY AND HEALTH TRAINING

- A. OSHA-Approved Safety and Health Training: Be advised that Massachusetts law has been enacted that requires all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004.

1.09 BIDDER'S AGREEMENT TO HOLD BID

- A. The bidder agrees that its 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 the bids.

1.10 COMPLIANCE WITH PROVISIONS OF MASSACHUSETTS GENERAL LAWS

- A. All bids for this project are subject to applicable public bidding laws of the Commonwealth of Massachusetts, including M.G.L. c.149, §44A through 44J, as amended.
- B. The Awarding Authority is exempt from sales and federal excise tax to the extent permitted under law; bidders should not include such taxes in figuring or in references to any bid.
- C. Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development, Division of Occupational Safety, under the provisions of Commonwealth of Massachusetts General Laws, Chapter 149, Section 26 and 27D inclusive; a copy of which is included in the Contract Documents, and will be made a part of the Contract.
- D. Attention is further directed to the requirements of Massachusetts M.G.L. c.149, §44D requiring submission of a DCAMM approved Contractor's 'Certificate of Eligibility (Form CQ7)' and 'Update Statement (Form CQ3)' for each General Bidder and each Filed Sub-bidder.
- E. Commonwealth of Massachusetts General Laws are incorporated herein by reference. Any inconsistency between the Invitation to Bid, Instructions to Bidders, Bid Form, Conditions of the Contract, and any other Bidding Documents and these statutes, or any other applicable statutes, bylaws, or regulations existing on the date on which the bids are to be received, shall not be grounds for invalidating the bid solicitation procedures, but, where required by law, such statute, bylaw, or regulation shall be deemed to govern.
- F. Reference is made also to the following:
  - 1. Document 00 31 00, FORM FOR GENERAL BID.
  - 2. Document 00 35 00, FORM FOR SUB-BID.
  - 3. Document 00 51 00, AGREEMENT.
  - 4. Document 00 80 00, GENERAL CONDITIONS.

1.11 AWARD OF CONTRACT AND AWARDING AUTHORITY PROVISIONS

- A. Selection of the Contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The Contract will be awarded to the bidder deemed by the Awarding Authority to be the lowest responsible and eligible bidder.
- B. The TOWN OF HOPKINTON is an affirmative action/equal opportunity owner and encourages participation from certified minority and women-owned businesses (M/WBE).

- C. The Awarding Authority reserves the right to waive any informalities in or to reject any or all bids, or take whatever other action may be deemed to be in the public interest to do so, and to act upon the bids and make its award in any lawful manner.

**TOWN OF HOPKINTON, MASSACHUSETTS**, acting by and through its:

Town Hall  
18 Main Street  
Hopkinton, Massachusetts 01748

Town Manager:	Norman Khumalo
Select Board:	Muriel Kramer, Chair Shahidul Mannan, Vice Chair Mary Jo LaFreniere, Member Irfan Nasrullah, Member Amy Ritterbusch, Member
Town Engineer:	Dave Daltorio, P.E.
Fire Department:	Gary T. Daugherty Jr., Chief
Procurement & Grants Manager:	Maureen McKeon

END OF DOCUMENT

DOCUMENT 00 31 00

FORM FOR GENERAL BID

TO: The **TOWN OF HOPKINTON, MASSACHUSETTS** acting by and through its **TOWN MANAGER** and its **SELECT BOARD** (hereinafter called "Awarding Authority" or "Owner")

A. The Undersigned (hereinafter referred as "Bidder"), proposes to furnish all labor and materials required for construction of:

**TOWN OF HOPKINTON FIRE STATION HVAC UPGRADE - REBID**  
**HOPKINTON FIRE DEPARTMENT HEADQUARTERS**

73 Main Street  
Hopkinton, Massachusetts 01748

**BID #24-05-001IFB**

in accordance with the accompanying Bidding and Contract Documents (Plans and Specifications) prepared by the Architect, **GORMAN RICHARDSON LEWIS ARCHITECTS, INC.**, for the Base Bid Contract Price specified below, subject to additions and deductions according to the terms of the Specifications.

B. ADDENDA: This Bid includes Addenda numbered \_\_\_\_\_

C. BASE BID CONTRACT PRICE: The proposed Base Bid Contract Price is \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

For Alternate No. \_\_\_ Add \$ \_\_\_\_\_ Subtract \$ \_\_\_\_\_

For Alternate No. \_\_\_ Add \$ \_\_\_\_\_ Subtract \$ \_\_\_\_\_

For Alternate No. \_\_\_ Add \$ \_\_\_\_\_ Subtract \$ \_\_\_\_\_

D. SUBDIVISION OF CONTRACT PRICE: The subdivision of the proposed Contract Price is as follows:

Item 1. The work of the General Contractor, being all work other than that covered by Item 2:

\_\_\_\_\_.

Item 2. Sub-bids as follows:

<u>Sub Trade / Section No.</u>	<u>Name of Sub-bidder</u>	<u>Amount</u>	<u>Bonds required indicated by 'Yes' or 'No'</u>
--------------------------------	---------------------------	---------------	--

HVAC \_\_\_\_\_ \$ \_\_\_\_\_  
Section 23 00 01, HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

<u>Sub Trade / Section No.</u>	<u>Name of Sub-bidder</u>	<u>Amount</u>	<u>Bonds required indicated by 'Yes' or 'No'</u>
ELECTRICAL WORK Section 26 00 01, ELECTRICAL WORK	_____	\$ _____	_____

- E. SCHEDULE OF UNIT PRICES: (Not Applicable).
- F. COMMENCEMENT OF WORK AND SUBSTANTIAL COMPLETION DATE
1. The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" issued by the Owner, and to thereafter diligently and continuously carry on the Work.
  2. Substantial Completion Date: The undersigned agrees to substantially complete the Work within ~~105~~ **301 calendar** days from the date established in the Notice to Proceed.
- G. LIQUIDATED DAMAGES: Liquidated damages for not completing the work within the time limit specified above will be assessed by the Owner. Liquidated damages will be in the amount as stipulated Document 00 51 00, AGREEMENT.
1. The liquidated damages amount per calendar day is a minimum damage figure to compensate the Owner for administrative costs and loss or delay of its use of the project, and for added Owner's Project Manager, Architect, and consultant fees, and does not limit in any way the liability of the Contractor for damages in excess of the specified liquidated damages amount for other damages, in particular, damages for breach of Contract. It is expressly understood that such liquidated damages do not constitute a penalty.
  2. Liquidated damages for this Project will be five hundred dollars (\$500.00) per calendar day.
- H. EXECUTION OF CONTRACT AND BONDS: The undersigned agrees that, if selected as General Contractor, he will within five (5) 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 100% Performance Bond and a 100% Labor and Materials Payment Bond, 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.
- I. The undersigned offers the following information as evidence of his qualifications to perform the work as proposed upon according to all the requirements of the Contract Documents:
1. Have been in business under present business name for \_\_\_\_\_ years.
  2. Ever failed to complete any work awarded? \_\_\_\_\_ .

3. List three (3) separate Owner references for projects completed in the past five (5) years on which you served as contractor for work of similar character as required for this project:

<u>Project</u>	<u>Owner</u>	<u>Ref. Name</u>	<u>Telephone No.</u>	<u>Amount of Contract</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. Bank Reference: \_\_\_\_\_ .

- J. The undersigned hereby certifies, under the pains and penalties of perjury, that he has carefully examined the Contract Documents, established a thorough understanding of the existing conditions, and has obtained sufficient information for executing the work of his Proposal and the work of all related trades.
- K. The undersigned agrees that, if selected as Contractor, he will within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, execute the Contract in accordance with the terms of this Bid.
- L. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to MGL Section 44A.
- M. The undersigned further certifies that all employees to be employed at the work site have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to award of contracts subject to MGL Section 44F.
- N. The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing 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 Workforce Development, Division of Occupational Safety. 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.
- O. The undersigned further certifies that he has reviewed the requirements of the Contract Documents regarding site safety and will as part of the requirements of this Contract after award of Contract submit to Owner and Architect an acceptable OSHA-approved Health and Safety Plan for this Contract.
- P. The undersigned further certifies that he will comply with affirmative action/equal opportunity provisions of this Contract.

- Q. The undersigned further certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- R. Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I have filed all state tax returns and paid all State Taxes required under law.

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

(SEAL - if bid is by a corporation)

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Telephone No. and Fax No.)

END OF DOCUMENT

DOCUMENT 00 80 00

GENERAL CONDITIONS

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 Awarding Authority. Where the term "Awarding Authority" appears in any statutory provision, it shall mean "the Owner."

1.1.2 Contracting Officer. The term "Contracting Officer" shall mean the town official so designated below, or the individual duly appointed by him for the performance of any of his functions or responsibilities under this Contract. The Work shall be carried out under the direction and subject to the approval and acceptance of the TOWN OF HOPKINTON TOWN ENGINEER (hereinafter called the Contracting Officer).

1.2 Scope of the Work. The Work comprises the completed project described in the Contract Documents and includes all labor, professional services, transportation, tools, materials, supplies, equipment, permits, approvals, documents, calculations, submittals, and certificates necessary to develop, perform, construct and complete the project in accordance with all applicable laws, ordinances, and regulations, and in accordance with the Contract Documents.

1.3 Interpretation. The Plans and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is part of the Work to be performed by the Contractor.

1.4 Written Authorization. Actions taken, and approvals and decisions made by the Owner under this Contract require the prior approval and signature of the Contracting Officer. These include, but are not limited to, the following: changes in the Contract Price, time for completion, or any other provision of this Contract; written orders, notices, and approvals given by the Contracting Officer pursuant to the Contract Documents or pursuant to any laws applicable to this Contract, including approval of "or equal" submissions; issuance of stop work orders; approval of Contractor's applications for payment; and termination of the Contract. Work undertaken by the Contractor not authorized by the Contracting Officer's signature prior to the start of such work shall be considered unauthorized work and shall not entitle the Contractor to any extra payment. The Contractor shall perform, at its own expense, corrective measures required by the Owner due to any failure to obtain prior approval for any item of work.

1.5 Contractor's General Duties. The Contractor shall perform the Work in a competent manner in accordance with the Contract Documents and all applicable laws. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and coordination of all portions of the Work under this Contract. The Contractor shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents. Except as otherwise specified in this Contract, it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the Contractor observes that portions of the Contract Documents are at variance with legal requirements, the Contractor shall promptly notify the Owner of that fact in writing. If the Contractor performs Work knowing it to be contrary to legal requirements, the Contractor shall be liable for all damages caused thereby, including the cost of correcting the Work.



- 1.6 Sales Tax Exemption and Other Taxes. To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. The Contractor shall pay all taxes and tariffs of any sort related to the Work, subject to the applicable exemptions.
- 1.7 Permits, Fees and Notices. The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits unless otherwise directed in writing by the Owner. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the performance of the Work.
- 1.7.1 Town of Hopkinton Permit Fees: Fees for Town of Hopkinton permits shall be waived.**
- 1.8 Safety Requirements. The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work.
- 1.9 Minimum Wage Rates. The Contractor shall comply with M.G.L. c. 149, §§ 26- 27H. The wage schedule found in the Project Manual lists the minimum wage rates that must be paid to all workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L. c.149, §§ 26-27H. The Owner is not responsible for any errors, omissions, or misprints in the said schedule. The Contractor shall not have any claim for extra compensation from the Owner arising from the fact that the actual wages paid to workers employed in the Work exceed the rates listed on the schedule or as otherwise provided by law. The Contractor shall cause a copy of the schedule to be posted in a conspicuous place at the Site during the term of the Contract. If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers. (See M.G.L. c. 149, § 34B).
- 1.10 Corporate Disclosures. The Contractor, if a foreign corporation, shall comply with M.G.L. c. 181, §§ 3 and 5, and M.G.L. c. 30, § 39L.
- 1.11 Safety Requirements; OSHA Training [M.G.L. c. 30, s. 39S]. The Contractor shall comply and shall cause all subcontractors and persons employed on the Work to comply with all applicable safety requirements. By executing this contract the Contractor hereby certifies 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 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. Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

- 1.12 Payroll Records and Statement of Compliance. The Contractor shall comply and shall cause its subcontractors to comply with Massachusetts General Law c. 149, § 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of six years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Owner. In addition, the Contractor and each Subcontractor shall furnish to the Executive Department of Labor within fifteen days after completion of its portion of the Work a signed statement in the form required by the Owner.
- 1.13 Workforce Qualifications. The Contractor shall: (i) employ competent workers; (ii) enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work; (iii) not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Contracting Officer shall notify the Contractor in writing that any worker is, in the Contracting Officer's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Work except with the consent of the Contracting Officer.
- 1.14 Non-Discrimination in Hiring and Employment. By signing this Contract the Contractor hereby certifies under the pains and penalties of perjury that the Contractor currently complies with and will continue to comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.
- 1.15 Veterans Preference. In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the performance of Work in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined M.G.L. c. 4, § 7 (34), and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.
- 1.16 Weekly or Bi-weekly wage payments [M.G.L. c. 149, § 148]. The Contractor shall comply with and shall cause its Subcontractors to comply with M.G.L. c. 149, § 148, which requires the weekly or bi-weekly payment of employees within six days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.
- 1.17 Labor Harmony [M.G.L. c. 30, s. 39S]. By executing this contract, the Contractor hereby certifies that (1) that Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work. The Contractor shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors and any sub-subcontractors in such a manner as will result in harmonious labor relations on the site. The Contractor shall cause persons to be employed in the Work who will work in harmony with others so employed. Should the Work be stopped or materially delayed in the Owner's reasonable judgment due to a labor dispute, the Owner shall have the right to require the Contractor to employ substitutes acceptable to the Owner.

- 1.18 Risk of Loss. The Contractor shall bear the risk of loss with respect to any of its or its agents', employees' or subcontractors' vehicles, equipment or tools brought onto or left at the worksite and for any materials stored at the worksite.
- 1.19 CORI Checks. No person shall be given access to the Site without first passing a Criminal Offender Record Information (CORI) check. Contractor shall provide Owner with proof, satisfactory to Owner, that each employee, agent, contractor, subcontractor and invitee ("Contractor Worker(s)") that visits the site has passed a CORI check. The Contractor shall see to it that no Contractor Worker shall perform any Work at the Site if the Owner has objected to such person being at the site based upon information contained in the CORI check. The Contractor shall not allow any Contractor Worker on the site until the Owner has reviewed such worker's CORI check and has not objected within ten (10) days after the receipt of the CORI check to such worker being at the site on account of the CORI check, unless the Owner waives such requirement for advance review of a Contractor Worker's CORI check prior to that worker entering the site (which waiver shall only be effective as to the Contractor Worker(s) that the Contractor requests the Owner to provide such waiver in each instance). Notwithstanding the foregoing, the Contractor shall remain liable for the conduct of its workers, employees, subcontractors, agents and invitees on Site.
- 2.0 MATERIALS AND EQUIPMENT WARRANTY
- Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The Contractor shall inform itself as to, and shall comply with, the provisions of M.G.L. c. 7, § 23A, as amended.
- 3.0 PROSECUTION OF THE WORK - LIQUIDATED DAMAGES
- 3.1. Beginning, Progress Schedule. The Contract time shall commence upon the date specified in the Notice to Proceed executed by the Contracting Officer and delivered to the Contractor after the execution of this Contract. The Contractor shall begin Work at the Site within ten days of said date unless otherwise ordered in writing by the Owner. Prior to commencing the Work, the Contractor shall meet with representatives of the Owner to discuss the quality assurance program, safety program, labor provisions, progress schedule, schedule of values, and other Contract procedures. Upon Approval by the Contracting Officer, the progress schedule shall constitute the progress schedule for the Work. Upon approval by the Contracting Officer, the schedule of values shall be the basis for payment for the Work. The Contractor shall at the end of each month, or more often if required, furnish to the Owner a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the approved progress schedule.
- 3.2 Time for Completion of Work. Time is of the essence of this Contract. The Work shall be completed within the time specified in Agreement subject only to extensions specifically permitted in accordance with the terms of this Contract.
- 3.3 Definition of "Substantial Completion". For the purposes of this Contract the term "Substantial Completion" shall occur when (1) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original Contract price, or (2) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first. For the purposes of the preceding sentences the term "substantially completes" means that the work required by the Contract has been completed except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work.

3.4 Failure to Complete Work on Time - Liquidated Damages.

Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Owner will suffer loss if the work is not completed in accordance with the phasing requirements and within the contract time specified, plus any extensions thereof allowed in accordance with the provisions of this Contract, and (3) that there are significant delays, expense and difficulties associated with a legal proceeding to determine the actual loss suffered by the Owner if the work is not completed on time; therefore, it is agreed that the Contractor will pay the Owner, as liquidated damages, the sum of **five hundred dollars (\$500.00) per calendar day** for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Such liquidated damages shall be paid not as a penalty, but to partially cover losses and expenses to the Owner, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the work (or any portion of the work) after the time specified for completion of the Work shall not operate as a waiver on the part of the Owner of any of its rights under the Contract Documents or otherwise under law or equity. The Owner's right to impose liquidated damages shall in no way prohibit or restrict the Owner's right to bring legal action for damages in lieu of its option to impose liquidated damages from money due the Contractor, and if such money is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

3.5 Collection of Liquidated Damages.

The Owner may recover liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the Owner the amount due.

3.6 Owner's Approvals and Interpretations. Decisions by the Owner regarding interpretation of the specifications, approval of equipment, material or any other approval, or progress of the Work, shall be made promptly and, in any event, no later than thirty days after the Contractor's written submission for decision; but if such decision requires extended investigation and study, the Owner shall, within thirty days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

3.7 Extension for Delays Caused by Owner. The only circumstances under which the Contract Price shall be increased due to delays caused by the Owner are those specified in M.G.L. c. 30, § 390. In all other cases the Contractor shall be entitled neither to increase the Contract Price nor to receive damages on account of any hindrances or delays, avoidable or unavoidable, but if the delay is caused by the Owner, the Contractor shall be entitled to an extension of time to the extent provided in M.G.L. c. 30, §390. The Contractor must submit any claim under this paragraph to the Owner in writing as soon as practicable after the end of the Owner's suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract. Except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than 20 days before the Contractor notified the Owner in writing of the act or failure to act or the Owner that gave rise to the claim.

- 3.8 Owner's Right to Reject Defective Materials and Work. Except as otherwise provided herein, the Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities hereunder, and defective work shall be corrected. The Owner may reject unsuitable work, notwithstanding that such work and materials have been previously accepted for payment. If any part of the Work shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall promptly correct such defect in a manner satisfactory to the Owner. If any material brought upon the site for use in the Work shall be rejected by the Owner as not in conformity with the Contract Documents, the Contractor shall promptly remove such materials from the site.
- 3.9 Substantial Completion of the Work; Final Completion; Owner's Remedies. When the Work has reached the point of Substantial Completion as shown on Approved payment request, the Contractor shall assist the Owner in the development of a punch list identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract. The Contractor shall complete the punch list items to final completion within 30 days after the Owner's approval of the punch list. At any time after the value of the Work remaining to be done is, in the estimation of the Owner, less than 1 per cent of the adjusted Contract price, or the Owner has determined that the Contractor has substantially completed the work and the Owner has taken possession for occupancy, the Owner may send to the Contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The Contractor shall then complete all such work items within 30 days of receipt of such list or before the Contract completion date, whichever is later. If the Contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the Owner or before the Contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the Contractor by certified mail, return receipt requested, the Owner may terminate this Contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the Contractor and such termination shall be without prejudice to any other rights or remedies the Owner may have under this Contract.
- 4.0 CHANGES IN THE WORK
- 4.1 Changes within the Scope of the Work. A change order may be issued by the Owner for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Owner-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the Owner.
- 4.2. Request for Equitable Adjustment due to Change Order. Whenever a change order is issued by the Owner that will cause a change in the Contractor's cost or time for performance, the Contractor or the Owner may request an equitable adjustment in the Contract Price or the Contract time. A request for such an adjustment shall be in writing and shall be submitted by the party making such claim to the other party.
- 4.3. Latent Conditions. If, during the progress of the Work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those indicated in the Contract Documents, then either the Contractor or the Owner may request an equitable adjustment in the Contract Price in accordance with M.G.L. c. 30, § 39N. Likewise if the latent or subsurface physical condition causes a change in the time for performing the Work, either the Contractor or the Owner may request an equitable adjustment of the time for the performance of the Work.

- 4.4 Computation of Equitable Adjustments. Equitable adjustments in the Contract Price shall be determined according to one of the following methods, or a combination thereof, as determined by the Owner: (1) fixed price basis, provided that the fixed price shall be inclusive of items described in 4.4.1 below and shall be computed in accordance with that provision; (2) estimated lump sum basis to be adjusted in accordance with Contract unit prices or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment; (3) time and materials basis to be subsequently adjusted on the basis of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows:
- 4.4.1 Where the value of work performed directly by the Contractor under an change order is determined either by a lump sum proposal or by actual cost of work as it progresses, the Contractor will be allowed an additional amount of ten percent (10%) of the total cost of work plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. Where such work is performed by a Subcontractor, the Contractor will be allowed an additional amount of five percent (5%) to the total payment made to the Subcontractor, plus an additional amount of two percent (2%) for the cost of bonds and insurance associated with the added work. The cost of work shall include the cost at the minimum wage rates established for this contract pursuant to M.G.L. c. 149, §§ 26-27H for direct labor, material and use of equipment, plus the cost of workmen's compensation insurance, liability insurance, federal social security and Massachusetts unemployment compensation. The cost of work may include the cost of added mobilization, engineering, layout, transit staging/scaffolding, lifting, hoisting, dumpster, handling, cleanup, street sweeping, safety protection, temporary weather protection, temporary heat and utilities, shipping/receiving, construction fences, police barricades and signs; provided, however, that such added costs may be included only to the extent that they are directly attributable to the added work and are properly substantiated as determined by the Owner and Architect, in their discretion. Mark-up for overhead, superintendence and profit shall include (and no additional payment shall be made for) general conditions, management, supervision coordination, record drawings, small tools/computers, "tools of the trade", administration, accounting, punch list, O&M manuals, estimator time, schedule updating, and certified payrolls. Contractor and Subcontractor mark-up of such rates for payroll costs associated FUI, SUI, MUI, worker's compensation insurance and other direct payroll costs, shall only be calculated on the direct labor rate as computed above and shall not exceed 30%, except that a higher rate may be allowed for subcontractors only to the extent such higher rate is based on actual payroll costs of the subcontractor for which substantiating documentation of how such higher cost is calculated provided, and no other labor cost mark-ups other than those specified above will be allowed.
- 4.5 Timely Decision by the Owner. In accordance with M.G.L. c. 30, § 39P, "Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made."
- 4.6 Work Performed Under Protest. The Contractor must perform any work required by the Owner. If it considers the work to be 'extra' and the Owner disagrees, the work must be performed under protest.

5.0 PAYMENT PROVISIONS

- 5.1 Applications for Periodic Payments. Once each month, on a date established at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require. The application shall reflect a minimum of 5% retainage and shall be subject to, and processed in accordance with, the provisions of M.G.L. c. 30, §39K, which provides:

"Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any

contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract.

The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

- 5.1.1 The Contractor may include in a periodic estimate the value of materials or equipment delivered at the Site (or at some location agreed to in writing) only upon delivery to the Owner of: (1) an acceptable transfer of title on the form provided by the Owner; (2) written certification by the Contractor (or applicable subcontractor) on the form provided by the Owner that the Contractor (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of prior payment for such materials; (3) a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the Designer (1) meet the requirements of the Contract, including prior shop drawing, product data, and sample approval, (2) be ready for use, and (3) be properly stored by the Contractor and be adequately protected until incorporated into the Work.
- 5.1.2 In submitting an Application for Payment, the Contractor warrants that title to all work covered by an application for payment will pass to the Owner either by incorporation into the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this article as 'liens.' The Contractor further agrees that the submission of any application for



payment shall conclusively be deemed to waive all liens with respect to set work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such work.

- 5.1.3 Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be charged to, and paid by, the Contractor.
- 5.2 Deductions by the Owner. The Owner may deduct from any application for a periodic payment submitted by the Contractor a retention based upon the value of its claims (including claims of defective work and liquidated damages) against the Contractor plus a retention of 5% of the approved amount of the Application for Payment and any other amounts authorized by M.G.L. c. 30, §§ 39F, 39G and/or 39K, as applicable.
- 5.3 Final Payment. Final Payment under this Contract shall be processed in accordance with the procedures set forth in M.G.L. c. 30, §§ 39F, 39G and/or 39K, as applicable. The acceptance by the Contractor of the last payment due under this Contract or the Contractor's execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.
- 5.4 Payment of Subcontractors. The Contractor shall make payment to subcontractors in accordance with M.G.L. c. 30, § 39F. For purposes of this Agreement, the word "forthwith" appearing in paragraph (1)(a) of M.G.L. c. 30, § 39F shall be deemed to mean "within five (5) business days." The Contractor shall, at the Owner's request, furnish satisfactory evidence that all such obligations have been paid, discharged, or waived.
- 6.0 WARRANTIES AND GUARANTEE
- 6.1 Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor guarantees and warrants to the Owner that all labor furnished under this Agreement will be competent to perform the tasks undertaken that the product of such labor will yield only first-class results.
- 6.2 General Guaranty. If at any time during the period of one (1) year from the date of the its final completion, as shown on an approved payment request, the Work or any part of the Work shall in the reasonable determination of the Owner require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make said repairs or replacements. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. For items of work completed after substantial completion, the one-year guarantee shall commence at the time the Owner approves of the completion of such items. This one-year guarantee shall not limit any express guaranty or warranty required to be assigned to the Owner pursuant to the terms of the Plans and Specifications.

- 6.3 All guarantees and warranties required in the various Sections of the Specifications that originate with a Subcontractor or Manufacturer must be delivered to the Owner before final payment to the Contractor may be made for the amount of the sub-trade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall constitute a failure of the Subcontractor to fully complete its work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.
- 7.0 INSURANCE REQUIREMENTS
- 7.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the Commonwealth of Massachusetts, and to which the Owner has no reasonable objection, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified herein.
- 7.2 The insurance required by the above shall be written for not less than the following amounts and shall be submitted on ACORD Certificate of Insurance Form 2.5-S (08/01) or other similar form acceptable to the Owner:
- 7.2.1 Commonwealth of Massachusetts Statutory Worker's Compensation and other benefits as required under the General Laws of Massachusetts, including Employer's Liability Part B: \$500,000/\$500,000/\$500,000.
- 7.2.2 Broad Form Commercial General Liability, written on a "per occurrence" basis with an aggregate cap no less than three (3) times the required limit: \$1,000,000 C.S.L. Property Damage Liability shall include coverage for X-C-U hazard of explosion, collapse, and damage to underground property.
- 7.2.3 Umbrella or Excess Liability coverage following form of underlying General, Automobile and Employers' Liability Coverage: (a) Minimum of \$2,000,000 C.S.L. over primary insurance; (b) No more than \$10,000 Retention.
- 7.2.4 Comprehensive Automobile Liability covering owned, non-owned, and hired or borrowed vehicles: \$1,000,000 C.S.L.
- 7.3 The above insurance policies shall also be subject to the following requirements:
- 7.3.1 Certificates of Insurance and copies of policies acceptable to the Owner shall be addressed to and filed with the Owner prior to commencement of the work. Renewal certificates shall be filed with the Owner at least thirty (30) days prior to the expiration date of required policies.
- 7.3.2 No insurance coverage shall be subject to cancellation or non-renewal without at least thirty (30) days prior written notice forwarded by registered or certified mail to the TOWN OF HOPKINTON. The Contractor shall notify the TOWN OF HOPKINTON of the attachment of any restrictive amendments, material changes or impairment to the policies.
- 7.3.3 All premium costs shall be included in Contractor's bid. The Contractor shall be responsible for the cost of any and all deductibles.

7.3.4 The TOWN OF HOPKINTON (including its officials, employees, agents and representatives) shall be named as additional insured on Contractor's General Liability, Automobile Liability, and Umbrella or Excess Liability Insurance Policies.

7.4 Neither the Owner's authority to review certificates and policies of insurance nor its decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the Owner to exercise this authority for the benefit of the Contractor, any Subcontractor, Sub-subcontractor, or Supplier, or any other party.

7.5 The Contractor's liability insurance shall remain in effect until the end of the Correction period as defined in the Contract Documents, and at all times after that when the Contractor may be correcting, removing or replacing defective Work. The Completed Operations insurance shall be maintained for three (3) years after Final Payment.

7.6 Insufficient insurance shall not release the Contractor from any liability for breach of its obligations under this Agreement.

#### 8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify in whole or in part, defend, pay-on-behalf of and hold harmless the Owner, the Engineer, and the agents and employees of each from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and loss of use caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 8.

#### 9.0 BONDS

The Contractor shall furnish a performance bond for the full amount of the Contract, and also a labor and materials payment bond for the full amount of the Contract, the form of which bonds are set forth in the Contract Documents, each of a surety company qualified to do business under State laws and satisfactory to the Owner, the premiums for which are to be included in the Contract Price and paid by the Contractor. These bonds shall (a) guarantee the faithful performance by the Contractor of all its obligations under this contract and (b) constitute the security required by M.G.L. c. 149, § 29 and M.G.L. c. 30, § 39A, as amended, for payment by the Contractor or its subcontractors used or employed in connection with the contract. Each bond shall incorporate by reference the terms of this contract. These bonds shall remain in effect for the entire guarantee period for each phase of the work, which shall commence on the date of Final Completion, as defined in the Contract Documents.

#### 10.0 TERMINATION

10.1 Termination for Cause. If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor consistently or repeatedly refuses or fails, excepting cases of which extension of time is appropriated, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to the Subcontractors of for materials or labor, or persistently disregards law, ordinances, rules, regulations, or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Contracting Officer, or otherwise is guilty of a substantial violation of any provision of the contract, then the Contractor shall be in default, and the Owner may,

without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment, and machinery and vehicles, offices and other facilities on the project site and all material intended for the work, wherever stored, and seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all Subcontractor's contracts pursuant to this Agreement, and furnish the work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner of behalf of the Contractor's defaults. The Owner shall be entitled to hold all amounts due to Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

10.1.1 The Owner shall incur no liability by reason of such termination.

10.2 Termination for Convenience.

10.2.1 In the event that this Contract is terminated by the Owner prior to the completion of construction and termination is not based on a reason listed in Paragraph 10.1, the Contractor shall be compensated for its costs incurred, including reasonable costs of de-mobilization, calculated on a percent completion basis covering the period of time between the last Approved application for payment and the date of termination.

10.2.2 Payment by the Owner pursuant to Subparagraph 10.2.1 shall be deemed to fully compensate the Contractor for all claims and expenses directly or indirectly attributable to the termination, including any claims for lost profits.

10.3 The Contractor shall not be relieved of liability to the Owner by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this Contract shall survive any termination hereunder.

10.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the Town all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

11. NON-APPROPRIATION

Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The Contractor shall not be obligated to perform, and may not perform, work outside the duration and scope of this Contract without an appropriate amendment to this Contract, and a sufficient appropriation(s) to support such additional work. The Owner may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract.

12. RECORDS AND LAWS

The Contractor shall comply with M.G.L. c. 30, § 39R. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

13. DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof shall be subject to and decided by the Superior Court of Massachusetts in Middlesex County, if jurisdiction exists, and if jurisdiction does not exist in the Superior Court, said action shall be brought in the Middlesex County District Court of Massachusetts. A claim, dispute or other matter may be submitted to mediation, in accordance with the provisions of the American Arbitration Association, at the sole discretion of the Owner.

- 13.1 In the event that the Owner elects to demand mediation to settle any claim, dispute or matter in question, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. CHOICE OF LAW

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which either the Commonwealth or the Owner is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

15. NOTICES

Notices to the Contractor shall be deemed given when hand delivered to the Contractor's Representative in person, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Owner-Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the Owner, notices and deliveries to the Owner shall be effective only when delivered to the Owner at the address specified in the Owner-Contractor Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the Owner to receive official notices.

END OF DOCUMENT

SECTION 01 11 00

SUMMARY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Division 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS and applicable parts of Division 01 - GENERAL REQUIREMENTS, as listed in the Table of Contents, shall be included in and made a part of this Section.

1.02 PROJECT IDENTIFICATION AND DESCRIPTION OF WORK

- A. Project Identification: The name of the Project on the Bidding and Contract Documents is

**TOWN OF HOPKINTON FIRE STATION HVAC UPGRADE - REBID  
HOPKINTON FIRE DEPARTMENT HEADQUARTERS**

73 Main Street  
Hopkinton, Massachusetts 01748

**BID #24-05-001IFB**

for the Owner/Awarding Authority, the Town of Hopkinton acting by and through its Town Manager and its Select Board.

- B. Project Description: The proposed construction will include HVAC upgrade at Hopkinton Fire Department Headquarters including removal and disposal of rooftop HVAC units and replacing with new units on the roof including related ductwork and including all associated work such as structural reinforcement, electrical, acoustical ceiling work, painting, drywall, roof patching, and associated work as indicated on the Bidding and Contract Documents. This work will be publicly bid through MGL Chapter 149.

1.03 CONDITIONS OF THE CONTRACT

- A. Unless otherwise indicated, the Conditions of the Contract shall be Document 00 80 00, GENERAL CONDITIONS and are hereby incorporated by reference and made a part hereof.

1.04 CONSTRUCTION PERIOD

- A. Construction shall be executed in a timely and orderly manner (~~105~~ **301** calendar days from Notice to Proceed) in accordance with the construction period established by the Architect and Owner; refer to Document 00 31 00, FORM FOR GENERAL BID.

1.05 WORK UNDER OTHER CONTRACTS

- A. Contract Coordination: Briefly without limitation, the work of this Contract includes coordination with other contractors performing certain construction operations and work under separate contracts with the Owner.
- B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.06 CONTRACT AND CONDITIONS OF THE CONTRACT

A. Form of Contract and Conditions of the Contract shall be as follows:

1. Form of Contract between Owner and Contractor: Lump Sum, Stipulated Sum Contract; Refer to Document 00 51 00, AGREEMENT.
2. Conditions of the Contract: Document 00 80 00, GENERAL CONDITIONS.

1.07 CONTRACTOR'S USE OF PREMISES

A. Work will be constructed in accordance with the Construction Schedule established by the Owner and the Contractor, in conjunction with the Contractor's proposed work plan. The following are specific conditions that need to be strictly adhered to:

1. Fire Station must remain active and all systems operational at all times.
  - a. **During the course of construction, at least one shower must be maintained in working order and accessible for use by Fire Department personnel.**
2. Speakers and other alerting system components are in the ceilings and must remain operational. Contractors shall be alerted to use extreme caution so as not to damage existing systems.
3. Current vendors servicing the existing communications and alerting systems must be in readiness to repair any components damaged during construction.
4. The following is a list of existing vendors and contact information:

System	Vendor	Contact
Speakers and Hue Lights	BRYX 911	Brian Bush (216) 374-4761
IT Security and Cameras	BCM Controls	Matt B. (781) 528-8344 (main line) (781) 897-5178 (cell)
Network / IT	Hopkinton IT	Josh Grosetti <a href="mailto:jgrosetti@hopkintonma.gov">jgrosetti@hopkintonma.gov</a>
Fire Alarm / Security Alarm	Custom Alarm	Andy (508) 473-1028
Electrical (other than GC's own)	Egan Electric	Jim Egan (508) 380-1084
Fire Suppression	Heavey Sprinkler and Plumbing	John Heavey (508) 864-0919

B. Coordinate use of premises under direction of the Owner's Contracting Officer.

1. Active Work areas to be limited in coordination with Hopkinton Fire Department operations; not all areas will be available at one time.
2. **Allowable Work Days and Hours: Work on-site may only occur Monday through Friday between the hours of 7:00 AM to 4:00 PM. No weekend work will be permitted.**
3. **Bunk Rooms are not available to construction between 5:00 PM and 7:00 AM each day. They are occupied during that time.**

C. Move any stored Products, under Contractor's control, which interfere with operations of the

Owner or separate contractor. **There is no available space on-site for vehicles or for storage of materials and other items.**

- D. ~~There is very limited space on site for vehicles, storage of materials, dumpster and waste facilities, and other items.~~ **There is no available space on-site for vehicles, storage of materials, and other items. The area designated on-site for waste dumpster location is not technically the Fire Department's property. It belongs to 77 Main Street, the commercial building next door; the Contractor will need to coordinate and obtain permission to locate and place dumpster. Any or all costs associated with storage space and dumpster locations shall be responsibility of the Contractor. The Town has identified an off-site location available (DPW, 66 Fruit Street, Hopkinton) for limited storage of Contractor vehicles, materials and other items.**
1. Dumpster Location: **The area designated on-site for waste dumpster location is located at the southeast corner of the Fire Station property as noted on the Revised Sheet A7.0 included with this Addendum 3. The access drive on the west side of the building belongs to 77 Main Street and cannot be used for the dumpster location. As a result, the fire rating of the window along the west side of the fire station is not required.**
    - a. ~~Owner recommends locating the dumpster against the building along the west side.~~
    - b. ~~This location requires fire rated protectives at wall openings within 10 feet of the dumpster.~~
    - c. ~~Refer to Drawings for additional information.~~
  2. Staging of Materials: ~~Very little available~~ **No available material staging** space on the Fire Department site. **The Town may have some alternatives for staging items off-site within the Town. The Contractor shall contact and coordinate with the Town about availability of these alternative areas.**
  3. Field Office: Not allowed to be inside the Fire Station or outside on Town Property; no space is available.
    - a. Contractors can coordinate with the building owners of 77 Main Street or 85 Main Street for available space.
    - b. Weekly construction meetings can be held in the basement at Hopkinton Town Hall at 18 Main Street or at the Hopkinton DPW/Facilities Headquarter at 83 Wood Street.
  4. Fire Watch and **'Hot' Work** Permits/Welding: **The Hopkinton Fire Department does not provide Fire Watch. All hot work permit and supervision is to be provided by the General Contractor; (note - contractors can obtain certification from the Commonwealth for Hot Work supervision).** A "hot" work permit ~~and fire watch~~ must be requested from HFD in a timely fashion if any oxygen induced open flame, welding or torch cutting occurs during the project. A copy of the permit will be given to the Contractor and a copy posted on the jobsite. **Any hot work supervision certification shall be on hand at project site.**
    - a. All associated fees are part of the General Contractor's responsibility, unless otherwise agreed in writing.
    - b. A letter from HFD will be required authorizing welding activities.
    - c. The General Contractor shall obtain a permit from the Town regarding storage of gas tanks on-site and provide Owner with a logistics plan.



- E. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.
- F. Obtain and pay for the use of additional storage or work areas needed for operations.
- G. Portable Toilets On-Site: Portable chemical toilets will be required on-site for duration of construction; refer to Section 01 50 00, TEMPORARY FACILITIES AND CONTROLS.
  - 1. Construction personnel will not be permitted to use existing building's toilet facilities.
  - 2. Location of portable toilets shall be acceptable to the Owner.
- H. Building Conditions and Restrictions: Comply with requirements of the Owner and Owner's Contracting Officer regarding use of site including restrictions and conditions established for the building and adjacent site and conditions of existing building. Comply with all Town of Hopkinton Building Department conditions and restrictions and other Town of Hopkinton requirements including neighborhood restrictions, adjacent properties, and all other municipal restrictions and ordinances.

**1. Special Requirements Marathon 2025: In the event the duration of the project extends beyond Marathon Day 2025 (Patriot's Day 2025), all construction - related materials and equipment must be removed from the site no less than 5 days before Marathon Day. They may be brought back on site after Marathon Day 2025 if required.**

- I. Note: Correction of Second Floor Room Names at HFD Headquarters:

- 1. FP (Fire Prevention) Officer change to Deputy Fire Chief Office.
- 2. Shift Commander change to FP (Fire Prevention) Office.
- 3. Conference change to Training Lieutenant.

#### 1.08 OWNER-FURNISHED PRODUCTS

- A. Products furnished and paid for by the Owner, described in Specifications Sections:

- 1. (TBD).

- B. Owner's Responsibilities:

- 1. Arrange for and deliver necessary shop drawings, product data, and samples to the Contractor.
- 2. Arrange and pay for Product delivery to the site, in accordance with the construction schedule.
- 3. Deliver supplier's bill of materials to Contractor.
- 4. Inspect deliveries jointly with Contractor.
- 5. Submit claims for transportation damage.
- 6. Arrange for replacement of damaged, defective, or missing items.
- 7. Arrange for manufacturer's warranties, bonds, service, inspections, as required.

- C. Contractor's Responsibilities:

- 1. Designate delivery date for each Product in the Construction Schedule.
- 2. Review shop drawings, product data, and samples.
- 3. Receive and unload Products at the site.
- 4. Promptly inspect products jointly with Owner, record shortages, damaged, or defective

- items.
5. Handle Products at the site, including uncrating and storage.
  6. Protect Products from exposure to elements, from damage.
  7. Assemble, install, connect, adjust, and finish Products, as stipulated in the respective Section of Specifications.
  8. Repair or replace items damaged by Contractor.

1.09 WORK BY OWNER

A. **Protection of Furniture Moving:**

1. **All furniture will remain and no furniture will be relocated by the Owner. The Owner (Hopkinton Fire Department and Town of Hopkinton Facilities Department) will move furniture.**
2. Contractor shall provide protection (protective covers) **for all furnishings during construction** and **shall provide final cleaning of furniture when work is completed in any area after furniture is reinstalled.**
- ~~3. Contractor shall provide 72 hours' notice to have work areas readied for work and include a time period the work will require. The Contractor agrees that failure to comply will not result in any schedule delay or increased cost claims.~~

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Division 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS and applicable parts of Division 01 - GENERAL REQUIREMENTS, as listed in the Table of Contents, shall be included in and made a part of this Section.

1.02 SUMMARY

- A. Furnish and install temporary services and facilities and controls, including utilities, construction and support facilities, security and protection required for the Work.
- B. Construction facilities and temporary controls which may be required for this Project include, but are not limited to:
  - 1. Temporary electric power.
  - 2. Fire protection during construction.
  - 3. Field offices.
  - 4. Temporary protection of existing building and facilities including providing for safe access to and from building.
  - 5. Environmental controls during construction.
  - 6. Temporary staging, scaffolding, barriers, safety devices, and signs.
  - 7. Elevator use.**
- C. Related Work Specified in Other Sections: Refer to Division 01 Specification Sections, including:
  - 1. Section 01 33 00, SUBMITTAL PROCEDURES; procedures for submitting copies of implementation and termination schedule and utility reports.
  - 2. Section 01 73 00, EXECUTION REQUIREMENTS; progress cleaning requirements.
  - 3. Divisions 02 through 33 for temporary heat, ventilation, and humidity requirements for products in those Sections.
  - 4. Section 23 00 01, HEATING, VENTILATING AND AIR CONDITIONING (HVAC).

1.03 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA "Temporary Electrical Facilities," and NFPA 241.
  - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
  - 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
  - 1. Commonwealth of Massachusetts State Building Code requirements.
  - 2. Health and safety regulations including OSHA Standards and Regulations and NFPA.
  - 3. Utility company regulations.

4. Town of Hopkinton Police, Fire Department and Rescue Squad rules.
  5. Environmental protection regulations.
- C. Superintendence: Contractor's superintendent shall be on-site from the beginning of the Work, prior to placing or erecting temporary construction specified in this Section.
- D. Standards: Contractor shall be responsible for identifying and complying with applicable standards and guidelines for safe construction of the Work.
- E. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- 1.04 REFERENCED STANDARDS
- A. National Fire Protection Association (NFPA):
1. NFPA 10, Standard for Portable Fire Extinguishers.
  2. NFPA 70, National Electrical Code.
  3. NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
- 1.05 JOB SITE CONDITIONS
- A. Locate existing utilities including overhead utility lines before beginning construction.
- B. Existing entries, roads and parking areas: Do not obstruct existing building entrances, doors, driveways, roads, and parking on the site and adjacent sites that are used by the Owner or other tenants and the general public, unless otherwise approved by the Owner.
- C. There is limited areas on-site available for on-site parking and for on-site material storage; Contractor shall make arrangements for off-site parking of construction vehicles and vehicles of construction personnel and for material storage (where required). Comply with parking requirements and regulations as established by the Town of Hopkinton. Coordinate requirements with Owner's Representative.
- 1.06 SEQUENCING AND SCHEDULING
- A. Install or initiate temporary services in a timely fashion, when they are needed, so that the progress of the work is not delayed. Maintain temporary facilities until the time of Substantial Completion, or until they are no longer required.
- 1.07 NOISE CONTROL
- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
1. Equip air compressors with silencers, and power equipment with mufflers.
  2. Manage vehicular traffic and scheduling to reduce noise.
  3. No heavy equipment may be started or idled before 7:00 A.M.

1.08 ACCEPTABLE HOURS OF OPERATION

- A. Contractor shall conduct construction in compliance with applicable municipal ordinances or bylaws relative to acceptable hours of operation. Except where approved by the Owner, no work shall occur prior to 7:00 AM, Monday through Friday.
1. Allowable working hours shall be limited to 7:00 AM to 4:00 PM, Monday through Friday.
  - 2. No weekend work will be permitted.**

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. The Contractor shall be responsible for selecting suitable materials and equipment that meet applicable codes and regulations.
- B. Temporary Electrical Service: Comply with NEMA, NECA and UL standards and regulations, and Massachusetts Electrical Code.
- C. Fire Extinguishers: Provide hand-carried, portable UL-rated fire extinguishers conforming to NFPA recommendations. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent and size required by location and class of fire exposure, and location of fire extinguishers.
- D. Tarpaulins: Use only fire-retardant tarpaulins.
- E. Field Offices and Storage Sheds: Prior to installation of field offices and storage sheds (where required for Contractor's use only), consult with Architect and Owner on location, access, and related facilities. Owner's field offices are not required.

2.02 TEMPORARY TOILETS

- A. The Contractor shall provide and service an adequate number of toilet booths with chemical type toilets.
- B. The toilets shall be erected in a location approved by the Architect and Owner and shall be maintained by the Contractor in a clean and orderly condition in compliance with all local and state health requirements.
- C. Toilets shall be maintained throughout construction period including all maintenance and cleaning and all cost associated with temporary toilet facilities shall be paid by the Contractor.

2.03 TEMPORARY STAGING AND SCAFFOLDING

- A. The General Contractor shall furnish, erect, and maintain in safe condition all exterior and interior staging and scaffolding required for his own use. Where staging and scaffolding over 8 ft. high is required, the Contractor shall provide the entire installation, including the first 8 ft., for the use of all Subcontractors on the project, as required to properly carry out and complete the work, except as may otherwise be specifically provided for in any of the trade sections of this Specification. This staging and scaffolding thus provided shall be without charge to the trades using same.
- B. Each of the Subcontractors shall furnish, erect, and maintain in safe condition all exterior staging and scaffolding which does not exceed 8 ft. height for their own use.

C. Staging and scaffolding shall comply in all respects to governing laws and codes.

2.04 PROJECT SIGN

A. [Not Required]

2.05 TEMPORARY HOISTING EQUIPMENT AND MACHINERY

A. The General Contractor shall furnish, install, operate, and maintain in safe condition all hoisting equipment and machinery required for his own use and for the use of all Subcontractors on the project to properly carry out and complete the work, except as may otherwise be specifically provided for in any of the trade sections of the Specifications (See Section 23 00 01, HEATING, VENTILATING AND AIR CONDITIONING (HVAC).

B. All hoisting thus provided shall be without charge to the trades using same.

C. All hoisting equipment and machinery, and operation shall comply in all respects to the governing laws and codes.

**2.06 TEMPORARY USE OF ELEVATOR**

**A. Should the Contractor need to use the existing elevator, special arrangements shall be made with the Owner to schedule its use.**

**B. The Contractor shall leave the elevator in the same condition as it was at the time it was turned over for temporary service. The Contractor shall pay for all expenses for repairs or replacement necessary to restore the apparatus to its original condition.**

**C. The existing elevator may be used by Contractors' personnel and include transporting light tools and materials. The elevator walls shall be protected by hanging pads and the elevator cab floor protected by floor covering to protect the interior finishes and all components of the elevator.**

PART 3 - EXECUTION

3.01 TEMPORARY WATER SERVICE

A. Water service is available at the building and may be used as source of water for construction purposes provided that the Contractor assumes full responsibility for water distribution, operation, and restoration of the system.

B. All temporary water service connections shall comply with the Town of Hopkinton Water Department requirements.

3.02 ELECTRICAL POWER

A. Electrical service is available at building. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Provide circuit and branch wiring, with area distribution boxes located so power and lighting is available throughout construction by use of construction-type power cords.
2. Provide adequate artificial lighting where natural light is not adequate for work, and for areas accessible to public.

3. Work shall meet applicable requirements of the Massachusetts Electrical Code and NFPA 70.
4. The Owner will pay costs of power used.

**B. Electrical Shutdown: Electrical shutdowns required for renovation work shall only be when absolutely necessary. Any electrical shutdowns need to be coordinated with the Fire Department and the Town of Hopkinton's IT Representative so that are aware of potential downtime and schedule for restoring power.**

### 3.03 FIRE PROTECTION DURING CONSTRUCTION

- A. Applicable Standards: Comply with NFPA 10 and NFPA 241.
- B. Temporary Fire Protection: Locate fire extinguishers where required and effective for their intended purpose.
- C. Precaution: Institute controls to minimize or eliminate risk of fires. As a minimum:
  1. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairs, and other access routes for fighting fires and for emergency vehicles.
  2. Prohibit smoking in all areas.
  3. Store combustible materials in containers in fire-safe locations.
  4. Supervise torching and welding operations to prevent accidental ignition.
  5. Supervise installations which involve flammable materials or processes capable of starting combustion.
  6. Keep the area within the limits of the Project orderly and clean and promptly remove combustible rubbish from the site.
- D. Comply with all reasonable recommendations regarding fire protection made by the representative of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal.
- E. Fire Watch: Where required by Hopkinton Fire Department, maintain a fire watch of the facility in accordance with Fire Department requirements. In lieu of these requirements, provide suitable fire watch for at least one hour after the following activities have ceased for the day: torching, welding, installation, or other activities capable of starting combustion.

**1. Note: The Hopkinton Fire Department does not provide Fire Watch.**

### 3.04 TEMPORARY PROTECTION OF EXISTING BUILDING

- A. Protect the Work against damage from normal day-to-day construction activities including, without limitation, movement of materials and personnel, traffic of all kinds, weather hazards, spillages and other reasonably foreseeable danger.
  1. Specific protections (masking or covering, for example) are specified in the Section covering the trade doing the work. However, the Contractor shall be responsible for protecting the Work against general hazards.
  2. Typical Situations: Without limiting the generality of this Article, protect the Work against the following hazards and abuses:
    - a. Protect stored materials against weather damage.

3.05 ENVIRONMENTAL CONTROLS

- A. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Consistent with safe and reasonable construction practices, employ equipment, machinery and techniques of a kind which will minimize detrimental impact on the environment. Avoid excessive noise, unnecessary air pollution from dust, demolition, machinery exhaust, and the use of sprayed-on materials. Do not employ open burning on the construction site. Dispose of waste material only at authorized disposal sites.
- C. Air-Borne Dust Control: Provide adequate means for containing dust caused by construction operations. Wet down demolition debris and cover dumpsters with tarps, if necessary to prevent dust and debris from blowing around.
- D. There shall be no smoking on the property.
- E. Temporary electrical heat and cooling in areas where heat is removed as needed for phased winter construction and/or cooling is removed as needed for phased summer construction shall be provided by the Mechanical Contractor.

3.06 TEMPORARY BARRIERS, SAFETY DEVICES, AND SIGNS

- A. Security Enclosure and Lockup: Secure areas of construction to prevent unauthorized entrance, vandalism, and theft.
  - 1. Storage: Provide a secure lock-up for materials and equipment which are of significant value or attractive for theft. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- B. Barricades, Warning Signs: Provide as required to warn and keep people away from hazards on the site. Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against.
  - 1. Where required, illuminate barricades and warning signs with appropriate lighting.
- C. Informational Signs: Post signs as required to provide directional information to construction personnel and visitors. Construct signs in an attractive manner, of materials and of a size acceptable to the Architect.

3.07 TERMINATION AND REPAIR

- A. Termination and Removal: Remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion.
- B. Repair or replace Work damaged by installation and removal of temporary facilities. Comply with requirements for cutting and patching specified in Section 01 73 10, CUTTING AND PATCHING.



- C. Repair public right-of-way where disturbed by construction or removal of temporary facilities, including paving, plantings, and improvements, in accordance with the standards and requirements of authorities having jurisdiction, as applicable, and leave public property in as good condition after completion as before operations started.

END OF SECTION

SECTION 09 51 00

ACOUSTICAL CEILINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Division 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS and applicable parts of Division 01 - GENERAL REQUIREMENTS, as listed in the Table of Contents, shall be included in and made a part of this Section.

1.02 WORK INCLUDED

- A. Provide suspended acoustical ceilings as indicated on Drawings and as specified. Work of this Section includes, but is not limited to:
1. Acoustical panel lay-in ceiling with exposed suspension system.
  2. **There will be no salvaging of existing acoustical ceiling grid or ceiling panels. Any ceiling grid or panels to be replaced as part of the renovation work shall be new.**
  - ~~2. Removal and reinstallation of ACT as indicated and as required to construct the proposed renovations including reinstallation of existing panels and grid suitable for reuse and providing new acoustical panels to match for replacement of existing panels damaged or otherwise unsuitable for reinstallation.~~

1.03 RELATED WORK

- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that relate directly to work of this Section include, but are not limited to:
1. Section 02 41 19, SELECTIVE DEMOLITION.
  2. Section 09 21 16, GYPSUM BOARD; Gypsum drywall ceilings and acoustical batt insulation.
  3. Division 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) and Division 26 - ELECTRICAL; Mechanical and electrical fixtures and appurtenances at acoustical ceilings, including independent suspension.

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, installation instructions, use limitations and recommendations for each material used. Provide certifications that materials comply with requirements.
- B. Shop Drawings: Submit shop drawings of ceiling system including all components and special conditions including soffit construction and perimeter molding.
- C. Initial Selection Samples: Submit samples showing complete range of colors, textures, and finishes available for each material used.

- D. Verification Samples: Submit representative samples of each material to be exposed in the finish work, showing full range of color and finish work, showing full range of color and finish variations expected. Provide minimum 12 in. x 12 in. samples of each panel type. Provide minimum 12 in. long samples of each exposed suspension systems.
  - E. Test Reports: Submit certified reports for tests required.
  - F. Fire Rated Assemblies: Where UL Design Assemblies are indicated as part of floor/ceiling or roof ceiling construction, provide substantiating data and certifications from the ceiling system manufacturer that the acoustical ceiling system components provided as part of that assembly have been tested and meet the requirements contained in UL Fire Resistance Directory or are otherwise suitable as part of the indicated Design Assembly.
- 1.05 QUALITY ASSURANCE
- A. Comply with governing laws and building codes and the requirements of CISCA Handbook and ASTM C 636.
  - B. Installer: A firm with minimum three years' experience in work of type required by this Section, and which is authorized, certified or licensed by the manufacturers of the primary materials.
  - C. Source: For each type of material required for the work of this Section, provide primary materials which are the products of a single manufacturer. Provide secondary materials which are acceptable to the manufacturers of primary materials.
  - D. All ceiling panels shall be from the same run at production facility and shall be manufactured within acceptable tolerances for color consistency.
- 1.06 TESTS
- A. Fire Resistance: Where fire-resistance ratings are indicated or required by authorities having jurisdiction, provide materials and construction which are identical to assemblies whose fire-resistance ratings have been tested in compliance with ASTM E 119 by independent agencies acceptable to the Architect and authorities having jurisdiction.
  - B. Surface Burning Characteristics: Provide materials whose surface burning characteristics, when tested in compliance with ASTM E 84 are Class A.
  - C. Noise Reduction Coefficient (NRC): Where NRC ratings are indicated or required by authorities having jurisdiction, provide materials and construction which are identical to assemblies whose NRC ratings have been tested in compliance with ASTM C 423 by independent agencies acceptable to the Architect and authorities having jurisdiction.
    - 1. All acoustical ceiling systems shall provide a NRC of 0.70 or higher.
  - D. Ceiling Attenuation Class (CAC): Where CAC ratings are indicated or required by authorities having jurisdiction, provide materials and construction which are identical to assemblies whose CAC ratings have been tested in accordance with ASTM E 1414 by Underwriters Laboratories, Inc.
  - E. Light Reflectance (LR): Where LR rating is indicated or required by authorities having jurisdiction, provide materials and construction which are identical to assemblies whose LR rating has been tested in compliance with ASTM C 523 by independent agencies acceptable to the Architect and authorities having jurisdiction.

1.07 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing manufacturer's name, brand names, type of material, and contents.
- B. Store materials in interior spaces, above floors, under cover, away from sweating walls and other damp surfaces. Provide ventilation.

1.08 PROJECT CONDITIONS, SEQUENCING, AND SCHEDULING

- A. Environment: Perform work only when temperature and humidity conditions are within the limits established by manufacturers of the materials and products used.
- B. Conference: Convene a pre-installation conference to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.
  - 1. Proceed with installation of ceiling only when construction above ceilings and penetrating work is complete. Delay installation of ceiling tiles or panels until near time of Substantial Completion.
  - 2. Perform work of this Section coordinated with the layout of light fixtures, HVAC equipment and fixtures, fire suppression system components and all other related work. In general, every penetration shall occur at the center of a ceiling tile or panel.

1.09 EXTRA MATERIAL

- A. Provide packaged, wrapped and labeled maintenance stock equal to 2% of the actual quantity installed (minimum of one box of panels) for the following items of work:
  - 1. Each type of ceiling panel.
  - 2. Each type of suspension system component.
  - 3. Each type of trim component.

PART 2 PRODUCTS

2.01 SUSPENSION SYSTEM

- A. Provide products of the following manufacturer that meet or exceed requirements specified:
  - 1. Armstrong World Industries, Inc. (Armstrong).
  - 2. Chicago Metallic Corp.
  - 3. USG Interiors, Inc. (USG).
- B. Exposed Suspension Systems - General
  - 1. Where fire rated assembly is indicated, provide a fire-rated ceiling suspension system manufactured by one of the above-named manufacturers.
  - 2. Provide grid modules to match ceiling panel sizes.
  - 3. Unless otherwise indicated, provide manufacturer's standard white baked enamel finish on steel exposed surfaces.

- C. Suspension System Types: Provide the following suspension system types:
1. Exposed Grid Suspension System Type 1a (GR-1a) – Non-rated interior grid system indicated for 2 ft. x 4 ft. grid: Standard non-rated, 15/16 in. exposed "tee" 2 ft. x 4 ft. double-web hot dipped galvanized steel suspension system, equal to Armstrong 'Prelude XL Suspension System', 15/16 in. Exposed Tee, manufactured by Armstrong World Industries.
    - a. Main grid shall be Armstrong 7300 Series Main Grid.
    - b. Cross tees shall be Armstrong XL-7342 Cross Tees.
  2. Exposed Grid Suspension System Type 1b (GR-1b) – Non-rated interior grid system indicated for 2 ft. x 2 ft. grid: Standard non-rated, 15/16 in. exposed "tee" 2 ft. x 2 ft. double-web hot dipped galvanized steel suspension system, equal to Armstrong 'Prelude XL Suspension System', 15/16 in. Exposed Tee, manufactured by Armstrong World Industries.
    - a. Main grid shall be Armstrong 7300 Series Main Grid.
    - b. Cross tees shall be Armstrong XL-7342 Cross Tees.
  3. Exposed Grid Suspension System Type 2a (GR-2a) – Fire-rated interior grid system indicated for 2 ft. x 4 ft. grid: Fire rated 15/16 in. exposed "tee" 2 ft. x 4 ft. double-web hot dipped galvanized steel suspension system, equal to Armstrong 'Prelude XL Fire Guard Suspension System', 15/16 in. Exposed Tee, manufactured by Armstrong World Industries.
    - a. Main grid shall be Armstrong 8300 Series Main Grid.
    - b. Cross tees shall be Armstrong XL-8340 Cross Tees.
  4. Exposed Grid Suspension System Type 2b (GR-2b) – Fire-rated interior grid system indicated for 2 ft. x 2 ft. grid: Fire rated 15/16 in. exposed "tee" 2 ft. x 2 ft. double-web hot dipped galvanized steel suspension system, equal to Armstrong 'Prelude XL Fire Guard Suspension System', 15/16 in. Exposed Tee, manufactured by Armstrong World Industries.
    - a. Main grid shall be Armstrong 8300 Series Main Grid.
    - b. Cross tees shall be Armstrong XL-8340 Cross Tees.
- D. Attachment Devices: Provide attachment devices sized for five times design load indicated by ASTM C 635, Table 1, for Direct Hung.
- E. Hanger Wire: ASTM A 641, galvanized, soft temper, prestretched, Class 1 Coating, minimum 12 gage. Size wire so that stress at three times hanger design load given in ASTM C 635, Table 1, Direct Hung, will be less than the yield stress of the wire.
- F. Moldings and Trim: Provide manufacturer's standard profiles to suit edge conditions, panel profile and penetrations.
1. At ceiling perimeters provide Armstrong's 'Shadow Molding' finished to match suspension system finish.
- 2.02 ACOUSTICAL PANEL
- A. Provide ceiling panel products of the following manufacturer that meet or exceed requirements specified:

1. Armstrong.
2. USG Interiors.

B. Interior Ceiling Panels: Provide the following ceiling panel products:

1. Acoustical Ceiling Panel Type 1 (ACT-1): Panel shall match existing.
2. Acoustical Ceiling Panel Type 2 (ACT-2): 24 in. x 48 in. panel x 3/4 in. thick, square edge, lay-in wet-formed mineral fiber ceiling panel with DuraBrite acoustically transparent membrane and fine texture, equal to Armstrong World Industries "Ultima Square Lay-In Edge, Item No. 1913. Panel shall have the following characteristics:
  - a. Light Reflectance: LR 0.75 according to ASTM E 1477.
  - b. Flame Spread Rating: Class A (UL Labeled) according to ASTM E 84.
  - c. Noise Reduction Coefficient (NRC): 0.70, according to ASTM C 423.
  - d. CAC: 35.
  - e. Color: White.
3. Acoustical Ceiling Panel Type 3 (ACT-3): 24 in. x 24 in. panel x 3/4 in. thick, beveled tegular edge, lay-in wet-formed mineral fiber ceiling panel with DuraBrite acoustically transparent membrane and fine texture, equal to Armstrong World Industries "Ultima Square Lay-In Edge, Item No. 1910. Panel shall have the following characteristics:
  - a. Light Reflectance: LR 0.75 according to ASTM E 1477.
  - b. Flame Spread Rating: Class A (UL Labeled) according to ASTM E 84.
  - c. Noise Reduction Coefficient (NRC): 0.70, according to ASTM C 423.
  - d. CAC: 35.
  - e. Color: White.

PART 3 EXECUTION

3.01 INSPECTION

- A. The Installer shall examine substrates, supports, and conditions under which this work will be performed and notify Contractor in writing, of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected. Beginning work means Installer accepts substrates and conditions.

3.02 PREPARATION AND INSTALLATION - GENERAL

- A. General: Strictly comply with manufacturer's recommendations and instructions.
- B. Conditioning: Condition acoustical ceiling materials to temperature and humidity conditions which approximate those that will be present when spaces are occupied by unpackaging and separating material at least 24 hours prior to installation.
- C. Exterior doors and windows shall be in place and glazed prior to ceiling installation. Cleaning, concrete, masonry, plaster, and other "wet-work" shall be complete and dry. A minimum temperature of 65°F. shall be maintained before, during, and after the installation of acoustical work.
- D. Coordination: Coordinate installation with other work to ensure proper locations of related work such as light fixtures, mechanical fixtures, fire protection systems and the like.

- E. Layout: Measure each area and layout ceilings to balance panel widths on opposite edges of each ceiling in both directions. Avoid use of less than 1/2 width ceiling units wherever possible.
- F. Suspension Installation: Erect suspension system in accordance with ASTM C 636, supported only from building structure. Level main suspension members to within tolerance of 1/8 in. in 10 ft. Splay hangers where necessary and countersplay to balance resulting horizontal forces. Cross brace suspension to prevent lateral sway and displacement during full seismic loads prescribed by code.
- G. Install acoustical units flush and level with joints in perfect alignment. Maintain direction of pattern and "mill-run" of acoustical units in one direction.
- H. Finish acoustical ceilings and decorative trim shall be level to within 1/8 in. in 10 ft. with total accumulated error not to exceed 1/2 in. or L/960 of overall ceiling dimension, whichever is smaller, in any room or area.
- I. Use white, clean gloves when handling ceiling materials.

### 3.03 INSTALLATION OF SUSPENDED EXPOSED "TEE" LAY-IN PANEL SYSTEM

- A. Install exposed "Tee" suspension system where indicated, in accordance with ASTM C 635
- B. Secure hanger anchors symmetrically to structure above areas to receive "Narrow 9/16 in. Tee" suspension grid, locating the hangers in rows directly above exposed main "Tees". Install main "Tees" at proper elevation with manufacturer's recommended ties. Install cross "Tees" 2 ft. on center, developing a 2 ft. x 4 ft., or a 2 ft. x 2 ft. grid as indicated. Install wall moldings at perimeter walls and columns where main or cross "tees" do not occur, or as otherwise called for on the Drawings. Miter corners where wall molding intersect or install corner caps.
- C. Perimeter Molding: Install Shadow Molding at perimeter as indicated in accordance with manufacturer's recommendations.
- D. After installation of the exposed "Tee" suspension system, install acoustical panels flush and level, with panel grain in single direction. Where ACT is cut to fit, provide cut edge to match profile of factory edge; field finish cut edge with manufacturer's recommended touch-up.
- ~~E. Where existing ceiling grid and acoustical panels are to be removed to allow for renovation work and for work above ceiling system; existing grid and panels shall be removed and replaced following renovation. Where panels or grid system are damaged, replace with new to match.~~

### 3.04 CLEANING

- A. Protect the work of other trades and work of this Section already installed against soiling and damage by the exercise of reasonable care and precautions. Repair or replace any work so damaged or soiled.

END OF SECTION

**HOPKINTON  
FIRE STATION  
HVAC UPGRADE**

73 MAIN STREET  
HOPKINTON, MA 01748

**TOWN OF HOPKINTON**

18 MAIN STREET  
HOPKINTON, MA 01748

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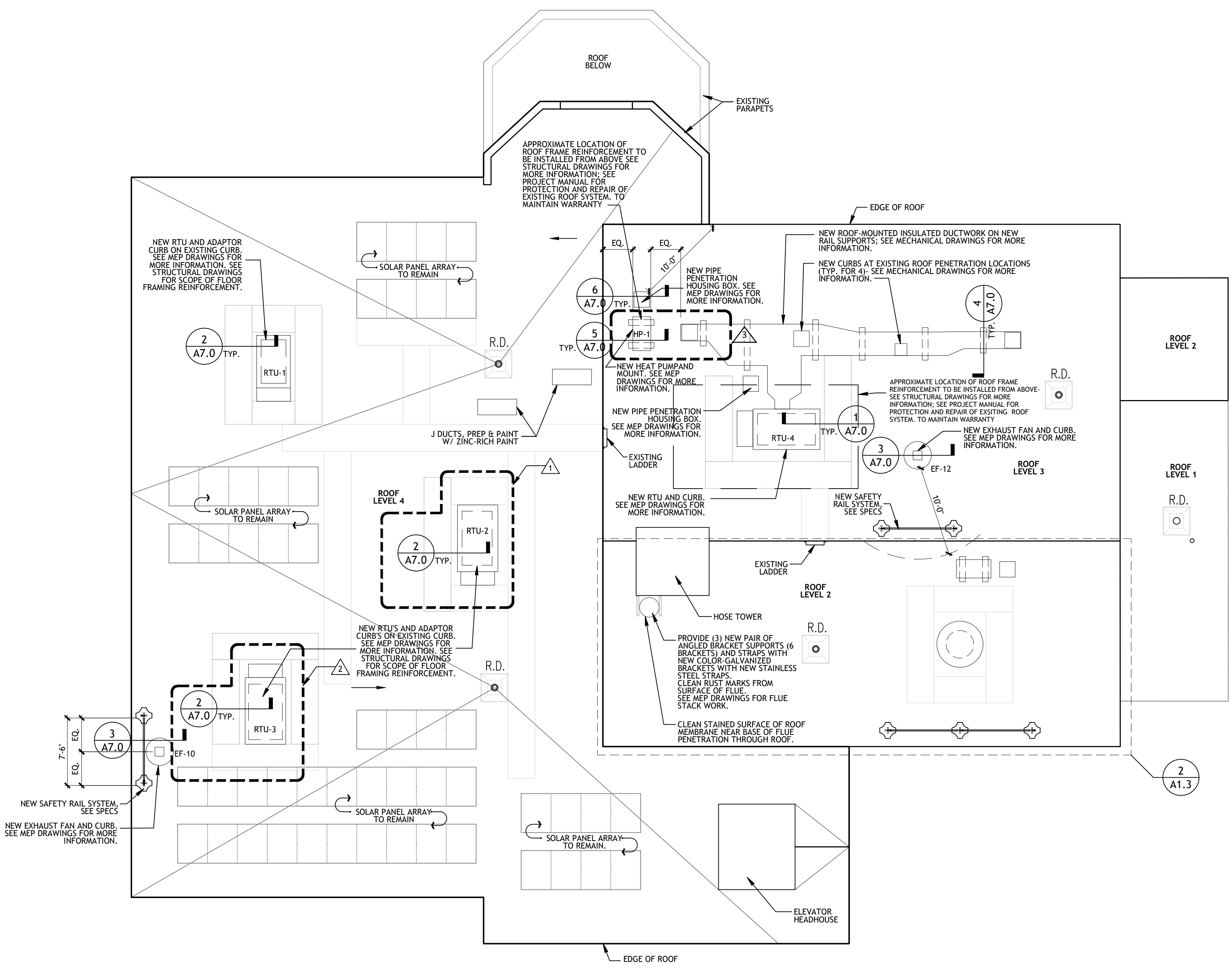
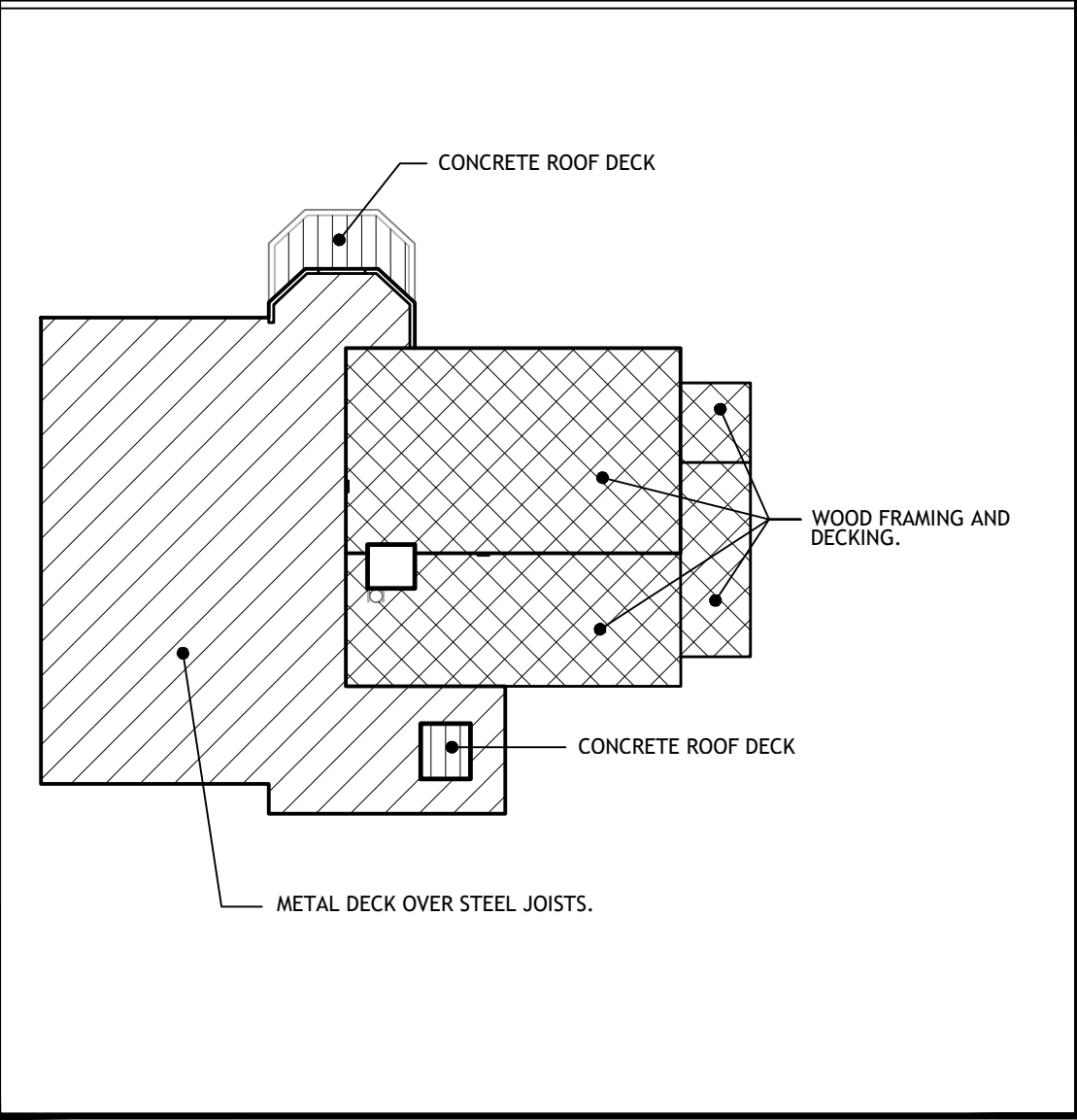
**SYMBOL LEGEND**

- FE WALL MOUNT FIRE EXTINGUISHER
- CO CARBON MONOXIDE SENSOR
- FP FIRE ALARM PULL STATION
- T THERMOSTAT
- VF VENTILATION FAN
- DC DRAIN CLEAN OUT
- FD FLOOR DRAIN

**GENERAL PLAN NOTES**

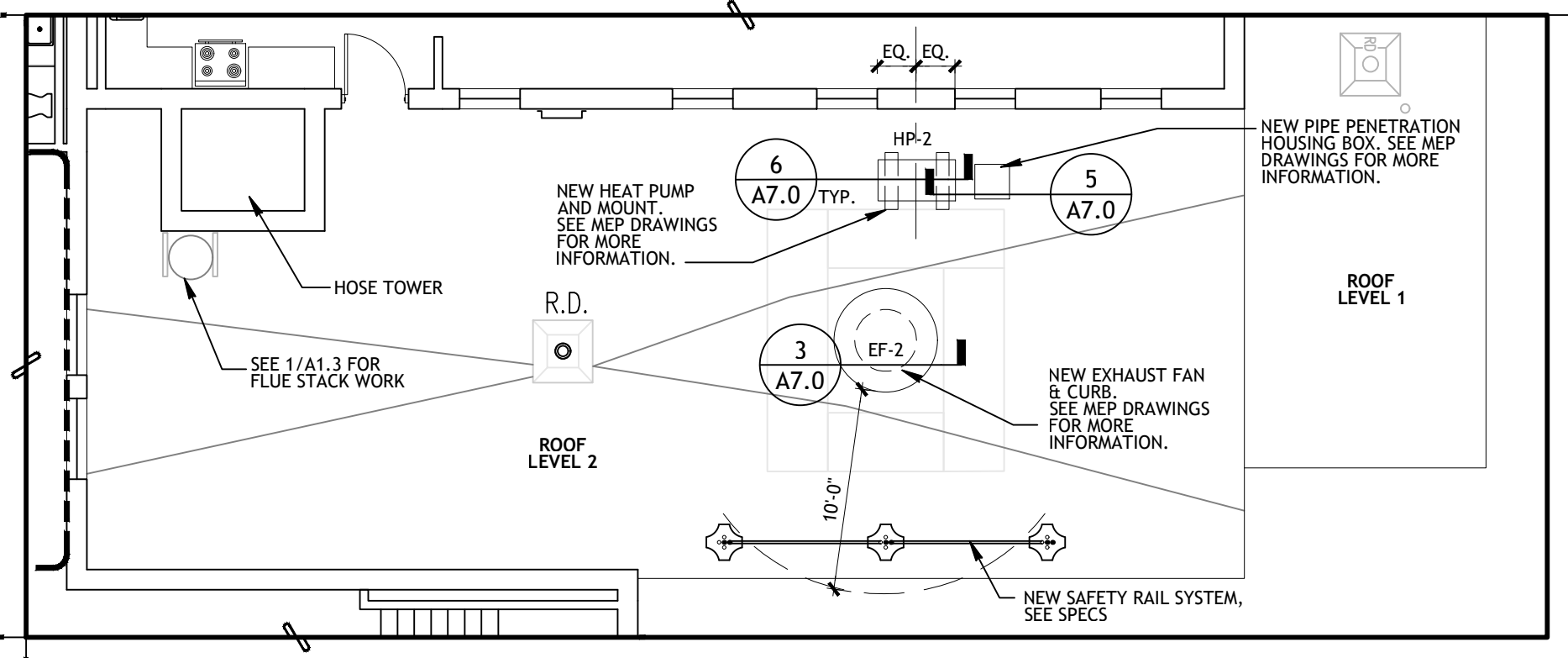
1. THE INFORMATION SHOWN ON THIS PLAN HAS BEEN COMPILED FROM VARIOUS SOURCES AND MAY NOT REFLECT THE ACTUAL CONDITIONS AT THE TIME OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD.
2. ALL DIMENSIONS SHOWN ARE APPROXIMATE; CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD.
3. SEE MECHANICAL, ELECTRICAL, AND STRUCTURAL DRAWINGS FOR MORE INFORMATION; SEE PROJECT MANUAL FOR MORE INFORMATION.
4. SEE PROJECT MANUAL FOR PROVISIONS REGARDING ROOF REPAIRS AT NEW PENETRATIONS/ ROOF FRAME REINFORCEMENT AND PROTECTION OF EXISTING ROOFING TO MAINTAIN EXISTING ROOF WARRANTY.
5. THE NUMBER AND LOCATIONS OF ALL VENT PENETRATIONS, STATIC VENTS, AND ROOF PENETRATIONS SHOWN ARE BASED OFF OF LIMITED FIELD OBSERVATIONS; THE ACTUAL AMOUNT AND LOCATIONS OF PENETRATIONS VARY; CONTRACTOR TO VERIFY THE AMOUNT AND LOCATIONS OF PENETRATIONS IN THE FIELD.

**KEYPLAN**



**1 ROOF PLAN**  
SCALE: 1/8" = 1'-0"

- 1** DEDUCT ALTERNATE No. 1: PROVIDE A DEDUCT ALTERNATE BID PRICE TO REMOVE THE NEW HVAC RTU-2 SYSTEM COSTS FROM THE CURRENT SCOPE. RTU-2 TO BE INSTALLED LATER AS DETERMINED BY THE TOWN OF HOPKINTON. DEDUCT ALTERNATE No. 1 TO INCLUDE THOSE COMPONENTS OF DEDUCT ALTERNATE No. 1 NOTED ON THE HVAC AND ELECTRICAL DRAWING, AS WELL AS THE STRUCTURAL REINFORCEMENT WORK, ROOFING WORK AND INTERIOR CEILING WORK ASSOCIATED WITH THE WORK AT RTU-2.
- 2** DEDUCT ALTERNATE No. 2: PROVIDE A DEDUCT ALTERNATE BID PRICE TO REMOVE THE NEW HVAC RTU-3 SYSTEM COSTS FROM THE CURRENT SCOPE. RTU-3 TO BE INSTALLED LATER AS DETERMINED BY THE TOWN OF HOPKINTON. DEDUCT ALTERNATE No. 2 TO INCLUDE THOSE COMPONENTS OF DEDUCT ALTERNATE No. 2 NOTED ON THE HVAC AND ELECTRICAL DRAWING, AS WELL AS THE STRUCTURAL REINFORCEMENT WORK, ROOFING WORK AND INTERIOR CEILING WORK ASSOCIATED WITH THE WORK AT RTU-3.



**2 LOWER ROOF PLAN**  
SCALE: 1/8" = 1'-0"

REVISIONS	DESCRIPTION	DATE
3	ADDENDUM 3	4/9/024

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**CONSTRUCTION  
ROOF PLAN**



**HOPKINTON  
FIRE STATION  
HVAC UPGRADE**

73 MAIN STREET  
HOPKINTON, MA 01748

**TOWN OF HOPKINTON**

18 MAIN STREET  
HOPKINTON, MA 01748

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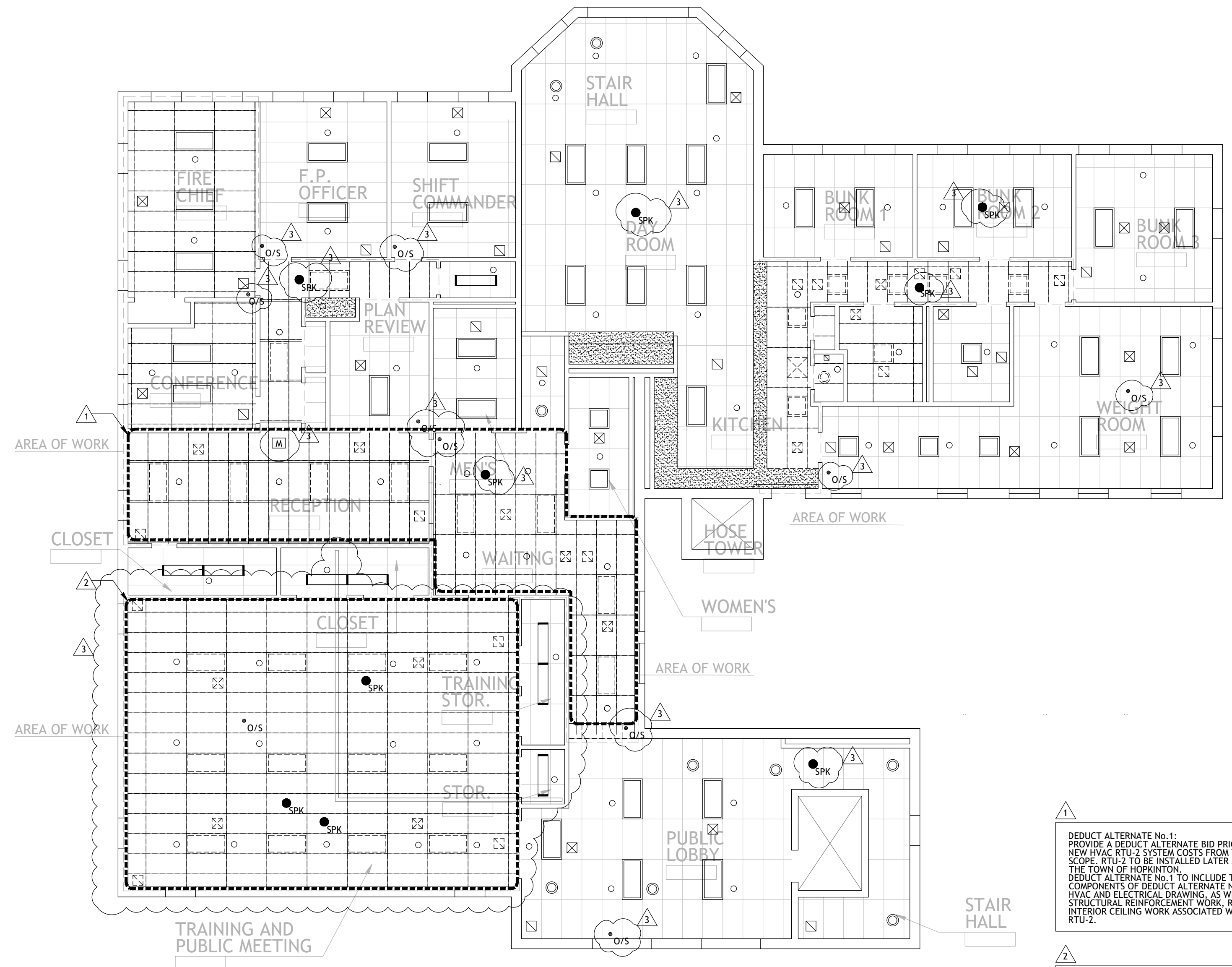
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**REFLECTED CEILING PLAN SYMBOL LEGEND**

[Symbol]	LIGHT FIXTURE
[Symbol]	RETURN DIFFUSER
[Symbol]	SUPPLY DIFFUSER
[Symbol]	SPRINKLER HEAD
[Symbol]	LIGHT FIXTURE - EXISTING
[Symbol]	RETURN DIFFUSER - EXISTING
[Symbol]	SUPPLY DIFFUSER - EXISTING
[Symbol]	SPRINKLER HEAD - EXISTING
[Symbol]	SPEAKER - EXISTING
[Symbol]	OCCUPANCY SENSOR - EXISTING
[Symbol]	MODEM - EXISTING
[Symbol]	LIGHT FIXTURE - TO BE REMOVED
[Symbol]	RETURN DIFFUSER - TO BE REMOVED
[Symbol]	SUPPLY DIFFUSER - TO BE REMOVED
[Symbol]	SPRINKLER HEAD - TO BE REMOVED
[Symbol]	EXISTING ACOUSTIC CEILING TILE AND GRID (LIGHT SOLID LINE TO REMAIN)
[Symbol]	EXISTING ACOUSTIC CEILING TILE AND GRID TO BE REMOVED
[Symbol]	EXISTING GWB SOFFIT / CEILING

**NOTES AND SPECIFICATIONS**

1. EXISTING ACT PANELS, EXPOSED GRID SUSPENSION SYSTEM, LIGHT FIXTURES AND REGISTERS/DIFFUSERS TO BE REMOVED, AS REQUIRED TO ACCOMMODATE NEW HVAC WORK. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS. ALL ACT PANELS TO BE REPLACED WITH NEW PANELS TO MATCH EXISTING. EXISTING EXPOSED GRID SUSPENSION SYSTEM TO BE CAREFULLY REMOVED, SALVAGED, AND REINSTALLED. DAMAGED GRID MEMBERS TO BE REPLACED WITH NEW. LIGHT FIXTURES, REGISTERS AND DIFFUSERS TO BE REINSTALLED (SEE MECHANICAL & ELECTRICAL DRAWINGS).



**1**  
DEDUCT ALTERNATE No. 1:  
PROVIDE A DEDUCT ALTERNATE BID PRICE TO REMOVE THE NEW HVAC RTU-2 SYSTEM COSTS FROM THE CURRENT SCOPE. RTU-2 TO BE INSTALLED LATER AS DETERMINED BY THE TOWN OF HOPKINTON.  
DEDUCT ALTERNATE No. 1 TO INCLUDE THOSE COMPONENTS OF DEDUCT ALTERNATE No. 1 NOTED ON THE HVAC AND ELECTRICAL DRAWING, AS WELL AS THE STRUCTURAL REINFORCEMENT WORK, ROOFING WORK AND INTERIOR CEILING WORK ASSOCIATED WITH THE WORK AT RTU-2.

**2**  
DEDUCT ALTERNATE No. 2:  
PROVIDE A DEDUCT ALTERNATE BID PRICE TO REMOVE THE NEW HVAC RTU-3 SYSTEM COSTS FROM THE CURRENT SCOPE. RTU-3 TO BE INSTALLED LATER AS DETERMINED BY THE TOWN OF HOPKINTON.  
DEDUCT ALTERNATE No. 2 TO INCLUDE THOSE COMPONENTS OF DEDUCT ALTERNATE No. 2 NOTED ON THE HVAC AND ELECTRICAL DRAWING, AS WELL AS THE STRUCTURAL REINFORCEMENT WORK, ROOFING WORK AND INTERIOR CEILING WORK ASSOCIATED WITH THE WORK AT RTU-3.

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KEY PLAN  
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TITLE  
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ADDENDUM 3 APRIL 9, 2023

NO. DESCRIPTION DATE

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**DEMOLITION  
SECOND FLOOR  
REFLECTED  
CEILING PLAN**

**AD2.2**

2019023.01 - TOWN OF HOPKINTON - HOPKINTON FIRE STATION HVAC UPGRADE - ADDENDUM 03 - APRIL 9, 2024

**HOPKINTON  
FIRE STATION  
HVAC UPGRADE**

73 MAIN STREET  
HOPKINTON, MA 01748

**TOWN OF HOPKINTON**

18 MAIN STREET  
HOPKINTON, MA 01748

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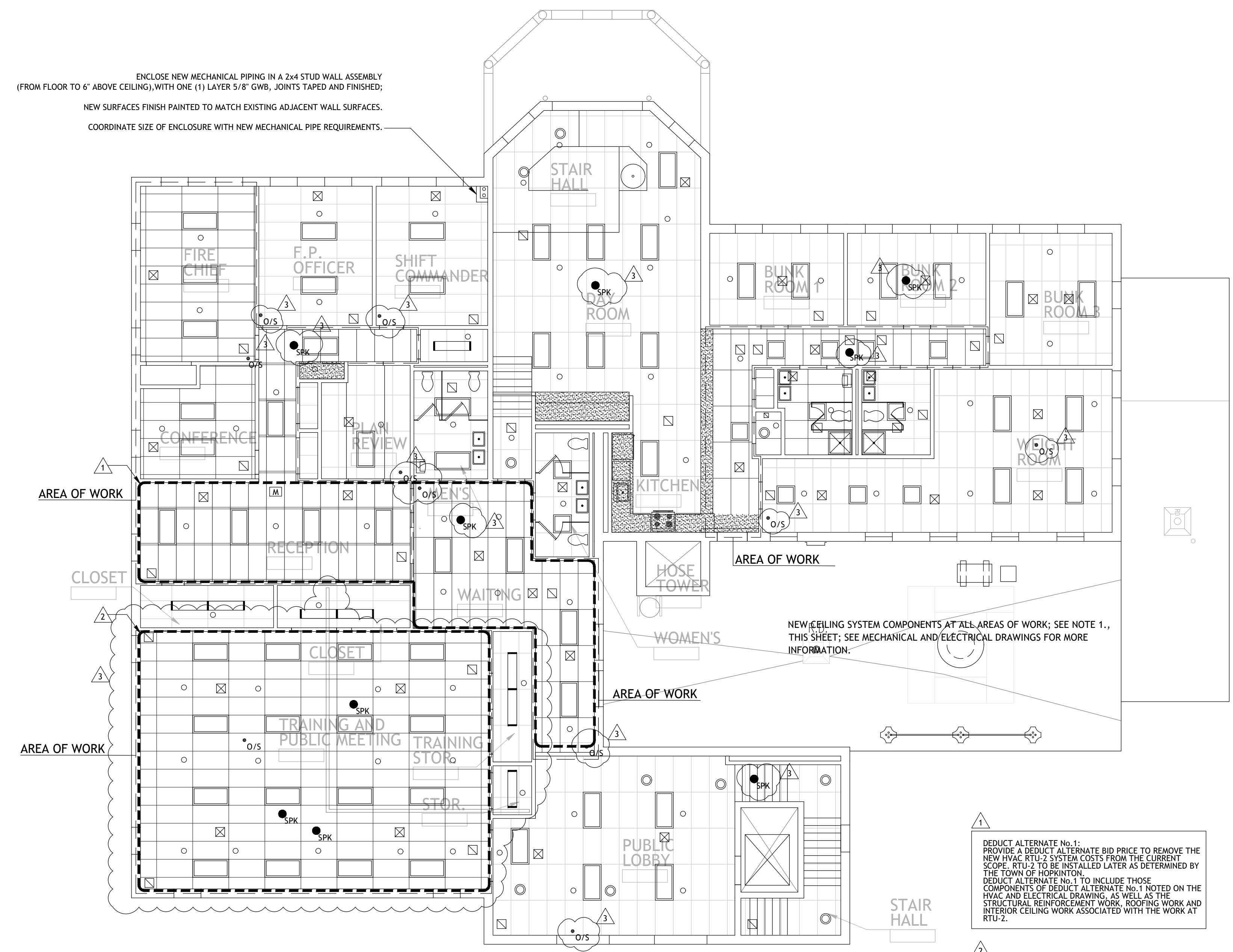
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**REFLECTED CEILING PLAN SYMBOL LEGEND**

	LIGHT FIXTURE
	RETURN DIFFUSER
	SUPPLY DIFFUSER
	SPRINKLER HEAD
	SPEAKER
	OCCUPANCY SENSOR
	LIGHT FIXTURE - EXISTING
	RETURN DIFFUSER - EXISTING
	SUPPLY DIFFUSER - EXISTING
	SPRINKLER HEAD - EXISTING
	SPEAKER - EXISTING
	OCCUPANCY SENSOR - EXISTING
	MODEM - EXISTING
	ACOUSTIC CEILING TILE AND GRID
	GWB SOFFIT / CEILING
	EXISTING ACOUSTIC CEILING TILE AND GRID (LIGHT SOLID LINE TO REMAIN)
	EXISTING GWB SOFFIT / CEILING

**NOTES AND SPECIFICATIONS**

- EXISTING ACT PANELS, EXPOSED GRID SUSPENSION SYSTEM, LIGHT FIXTURES AND REGISTERS/DIFFUSERS TO BE REMOVED, AS REQUIRED TO ACCOMMODATE NEW HVAC WORK. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS. ALL ACT PANELS TO BE REPLACED WITH NEW PANELS TO MATCH EXISTING; EXISTING EXPOSED GRID SUSPENSION SYSTEM TO BE CAREFULLY REMOVED, SALVAGED, AND REINSTALLED. DAMAGED GRID MEMBERS TO BE REPLACED WITH NEW. LIGHT FIXTURES, REGISTERS AND DIFFUSERS TO BE REINSTALLED (SEE MECHANICAL & ELECTRICAL DRAWINGS).
- REINSTALL SUSPENDED CEILING GRID COMPONENTS REMOVED DURING DEMOLITION; REPLACE ALL DAMAGED COMPONENTS WITH NEW TO MATCH EXISTING. INSTALL NEW 2x2 BEVELED REGULAR EDGE CEILING PANELS (ACT-3).



**DEDUCT ALTERNATE No. 1:**  
PROVIDE A DEDUCT ALTERNATE BID PRICE TO REMOVE THE NEW HVAC RTU-2 SYSTEM COSTS FROM THE CURRENT SCOPE. RTU-2 TO BE INSTALLED LATER AS DETERMINED BY THE TOWN OF HOPKINTON.  
DEDUCT ALTERNATE No. 1 TO INCLUDE THOSE COMPONENTS OF DEDUCT ALTERNATE No. 1 NOTED ON THE HVAC AND ELECTRICAL DRAWING, AS WELL AS THE STRUCTURAL REINFORCEMENT WORK, ROOFING WORK AND INTERIOR CEILING WORK ASSOCIATED WITH THE WORK AT RTU-2.

**DEDUCT ALTERNATE No. 2:**  
PROVIDE A DEDUCT ALTERNATE BID PRICE TO REMOVE THE NEW HVAC RTU-3 SYSTEM COSTS FROM THE CURRENT SCOPE. RTU-3 TO BE INSTALLED LATER AS DETERMINED BY THE TOWN OF HOPKINTON.  
DEDUCT ALTERNATE No. 2 TO INCLUDE THOSE COMPONENTS OF DEDUCT ALTERNATE No. 2 NOTED ON THE HVAC AND ELECTRICAL DRAWING, AS WELL AS THE STRUCTURAL REINFORCEMENT WORK, ROOFING WORK AND INTERIOR CEILING WORK ASSOCIATED WITH THE WORK AT RTU-3.

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**SECOND FLOOR  
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CEILING PLAN**

**A2.2**

2019023.01 - TOWN OF HOPKINTON - HOPKINTON FIRE STATION HVAC UPGRADE - ADDENDUM 03 - APRIL 9, 2024

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# HOPKINTON FIRE STATION HVAC UPGRADE

73 MAIN STREET  
HOPKINTON, MA 01748

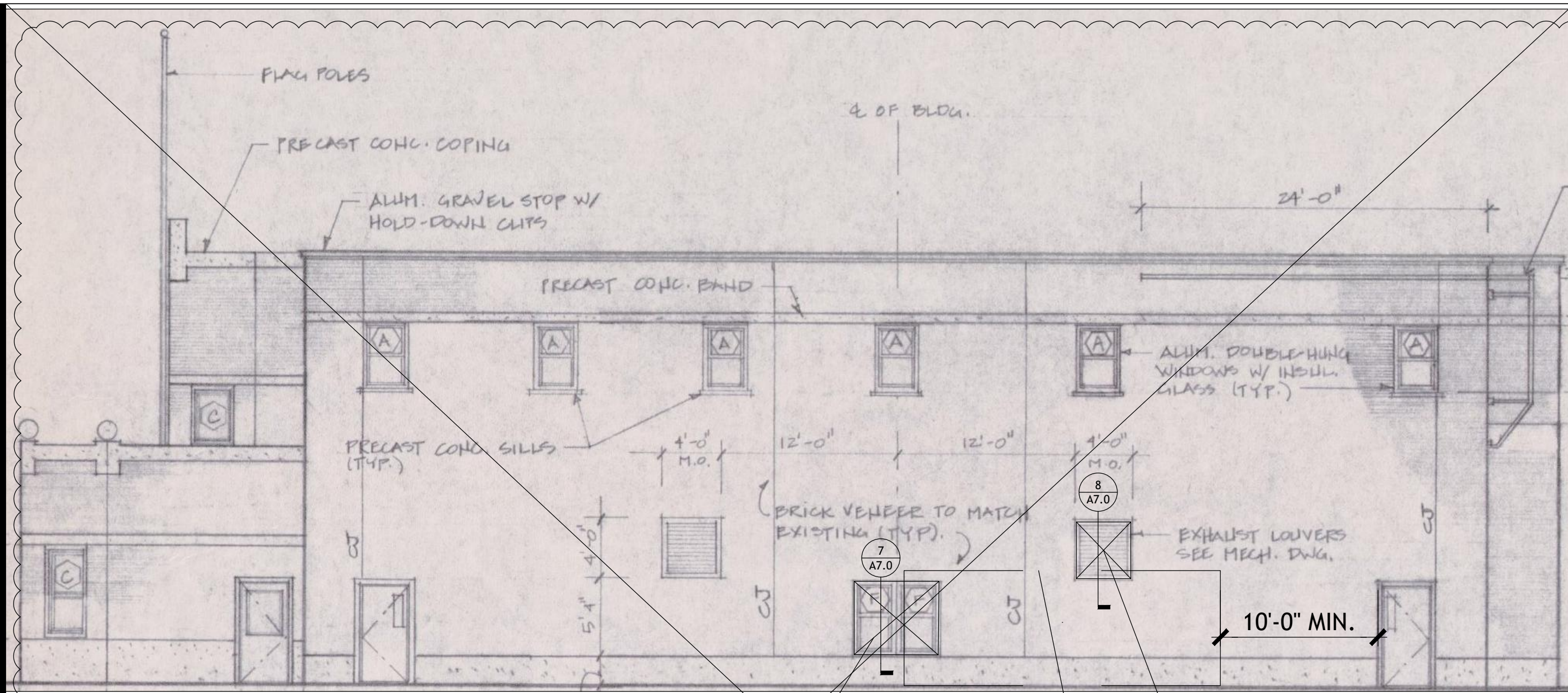
## TOWN OF HOPKINTON

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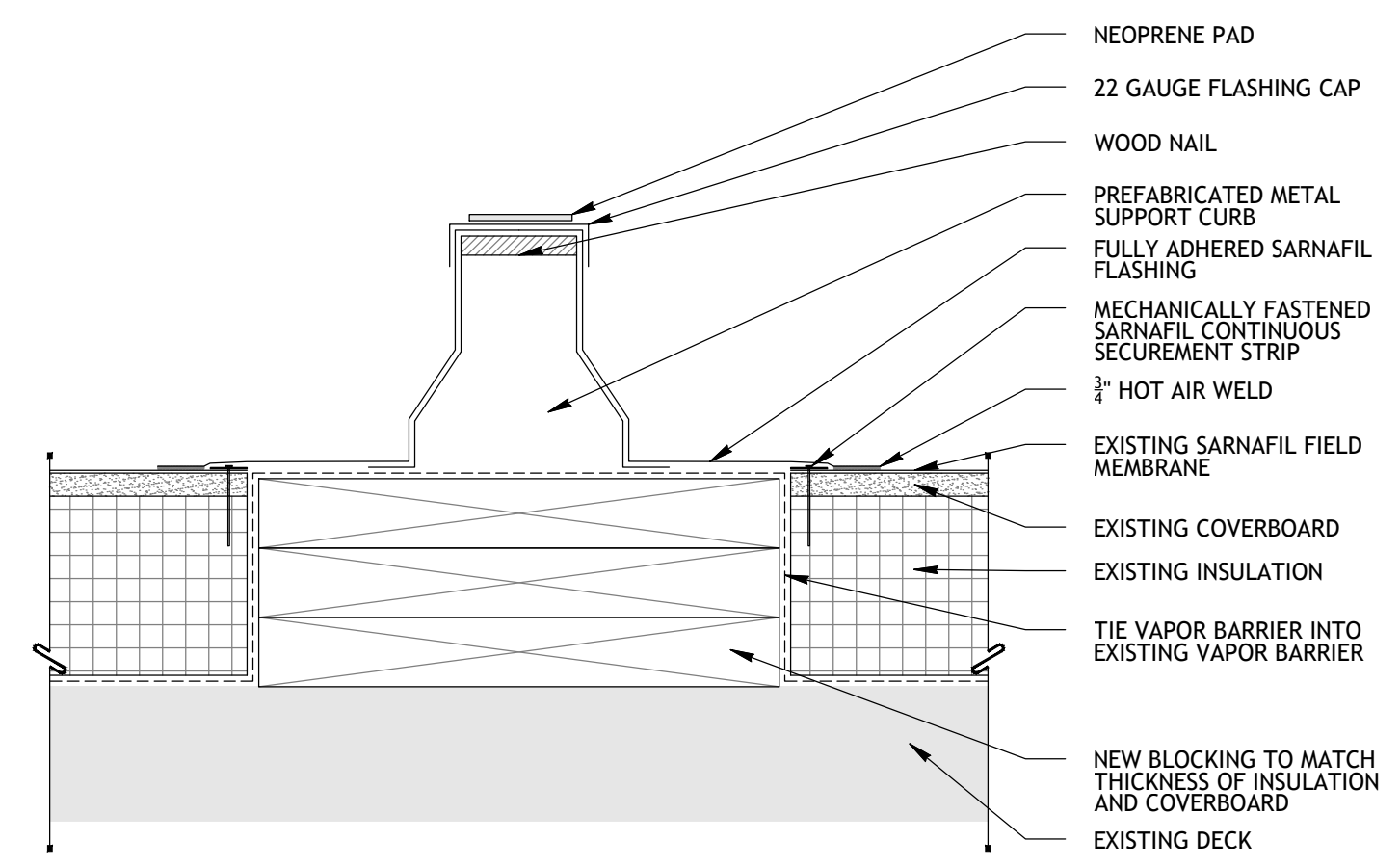
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**9 WEST ELEVATION**  
SCALE: N.T.S.

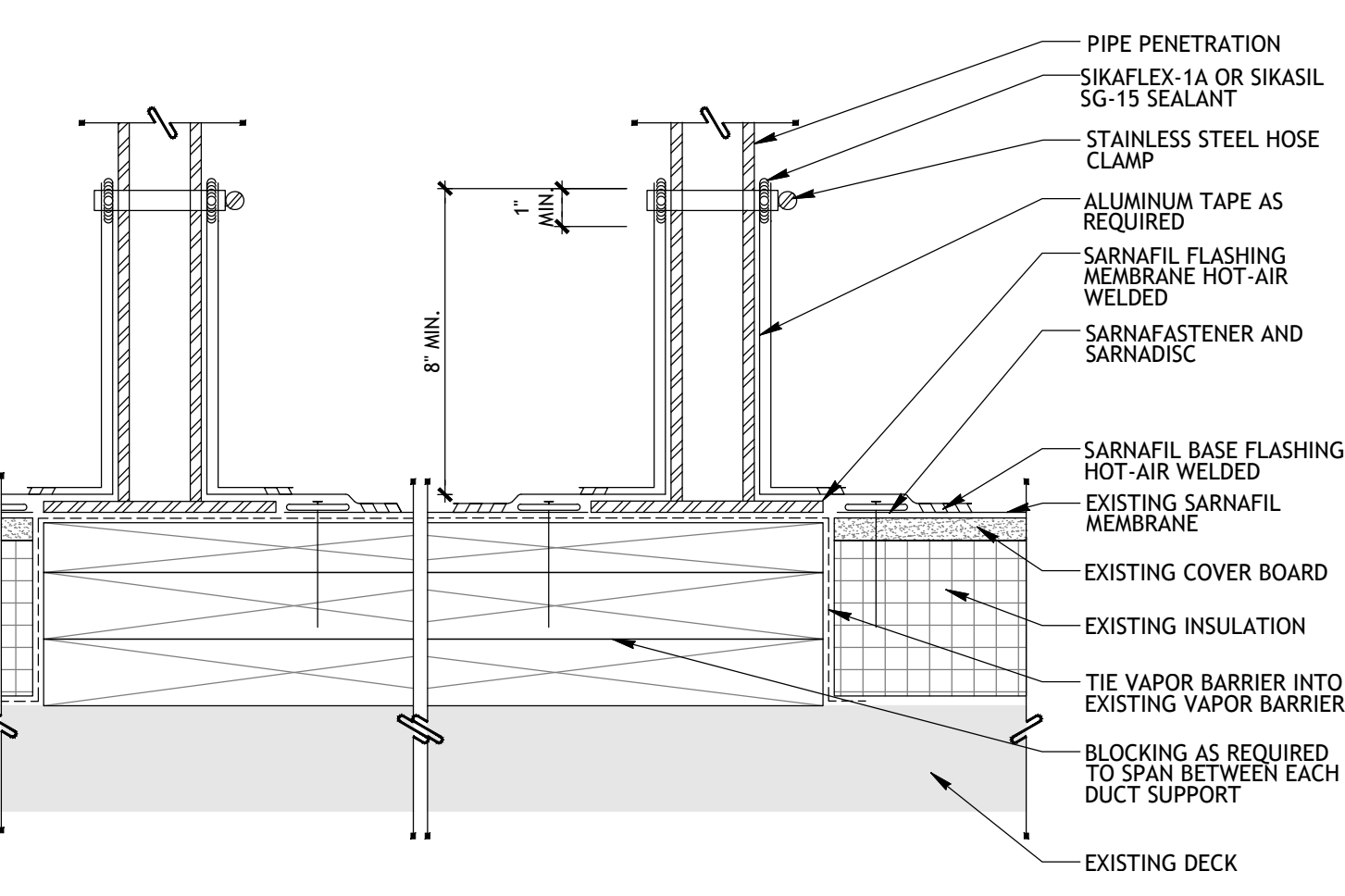
NEW (TEMPORARY) FIRE-RATED ASSEMBLY AT EXISTING WINDOW OPENING  
APPROXIMATE DUMPSTER LOCATION (40 YD DUMPSTER SHOWN)  
APPROXIMATE DUMPSTER LOCATION (40 YD DUMPSTER SHOWN)

**5 MECHANICAL UNIT SUPPORT RAIL**  
SCALE: 3/4"=1'-0"

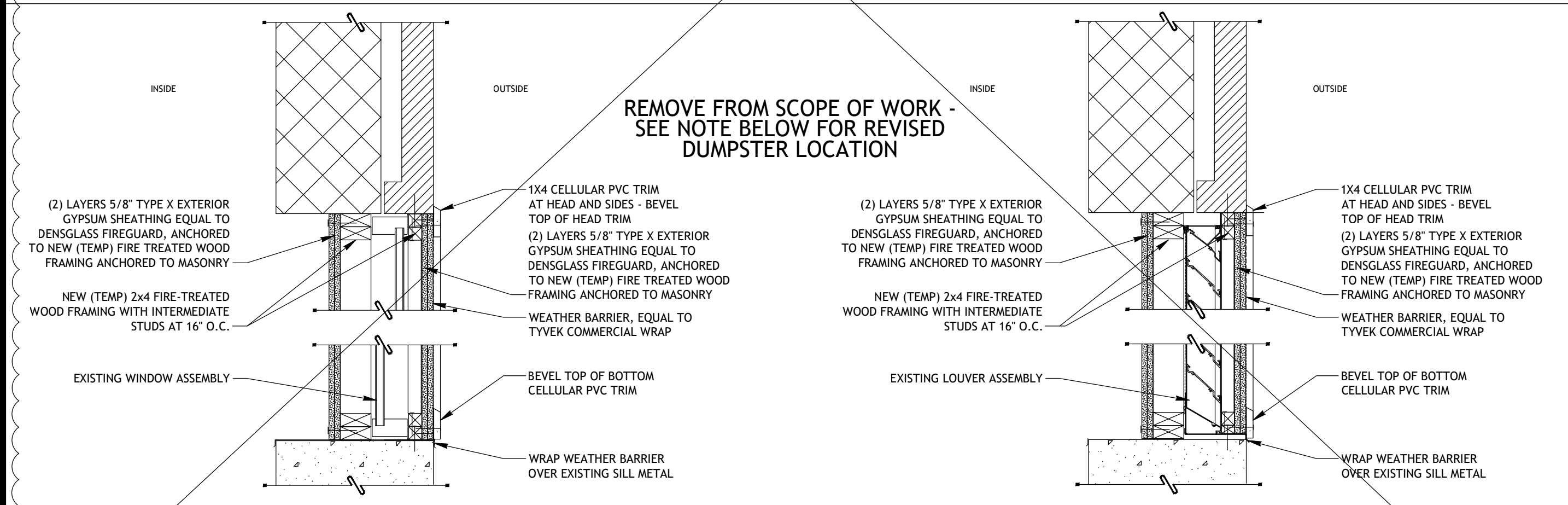
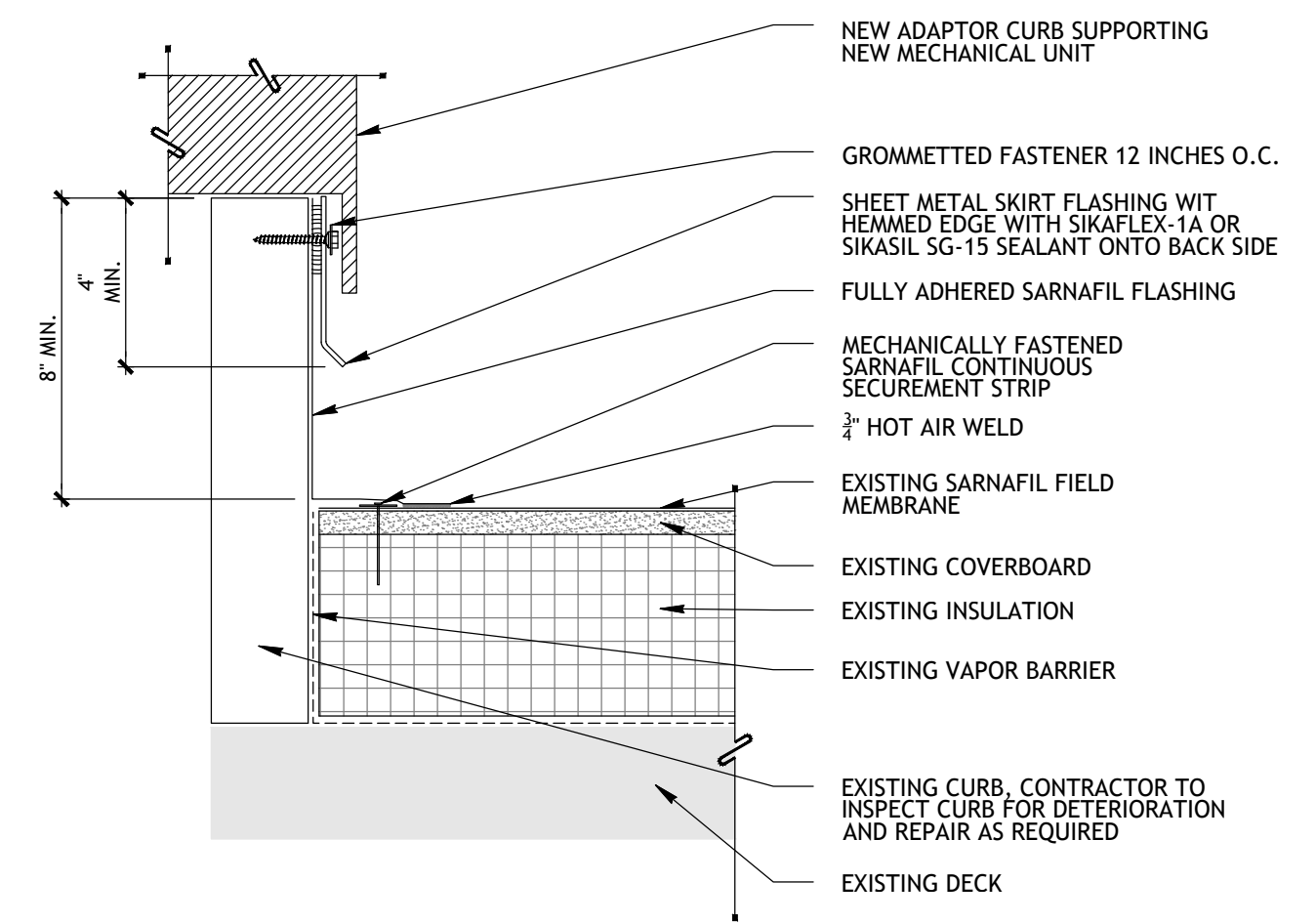


NOTE: MAINTAIN EXISTING WATER TIGHT CONNECTION AT CURB PERIMETER

**4 PIPE BOOT FOR DUCT SUPPORT**  
SCALE: 3/4"=1'-0"



**2 MECHANICAL CURB FLASHING AT RTU-1, 2, & 3**  
SCALE: 3/4"=1'-0"

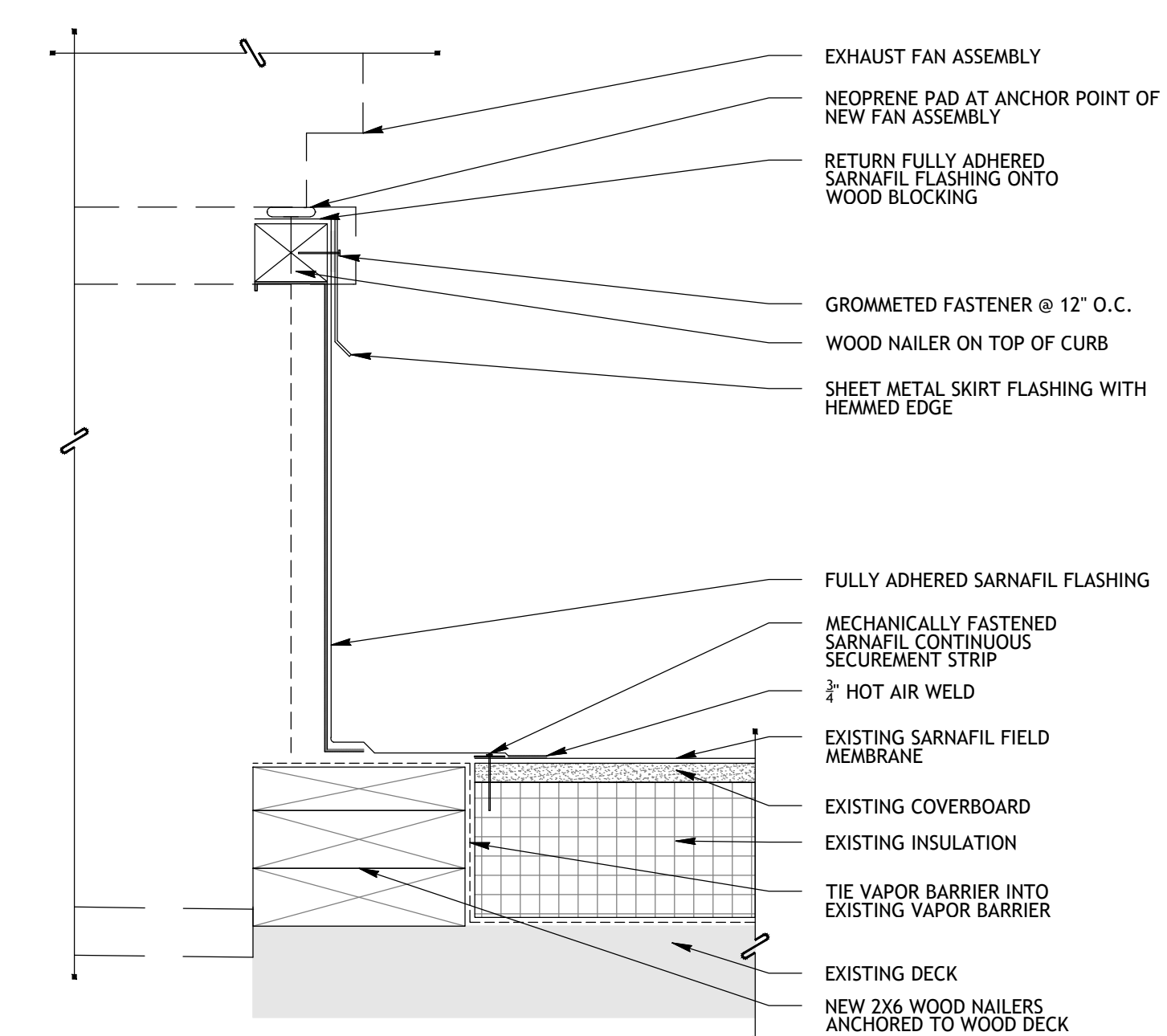


REMOVE FROM SCOPE OF WORK - SEE NOTE BELOW FOR REVISED DUMPSTER LOCATION

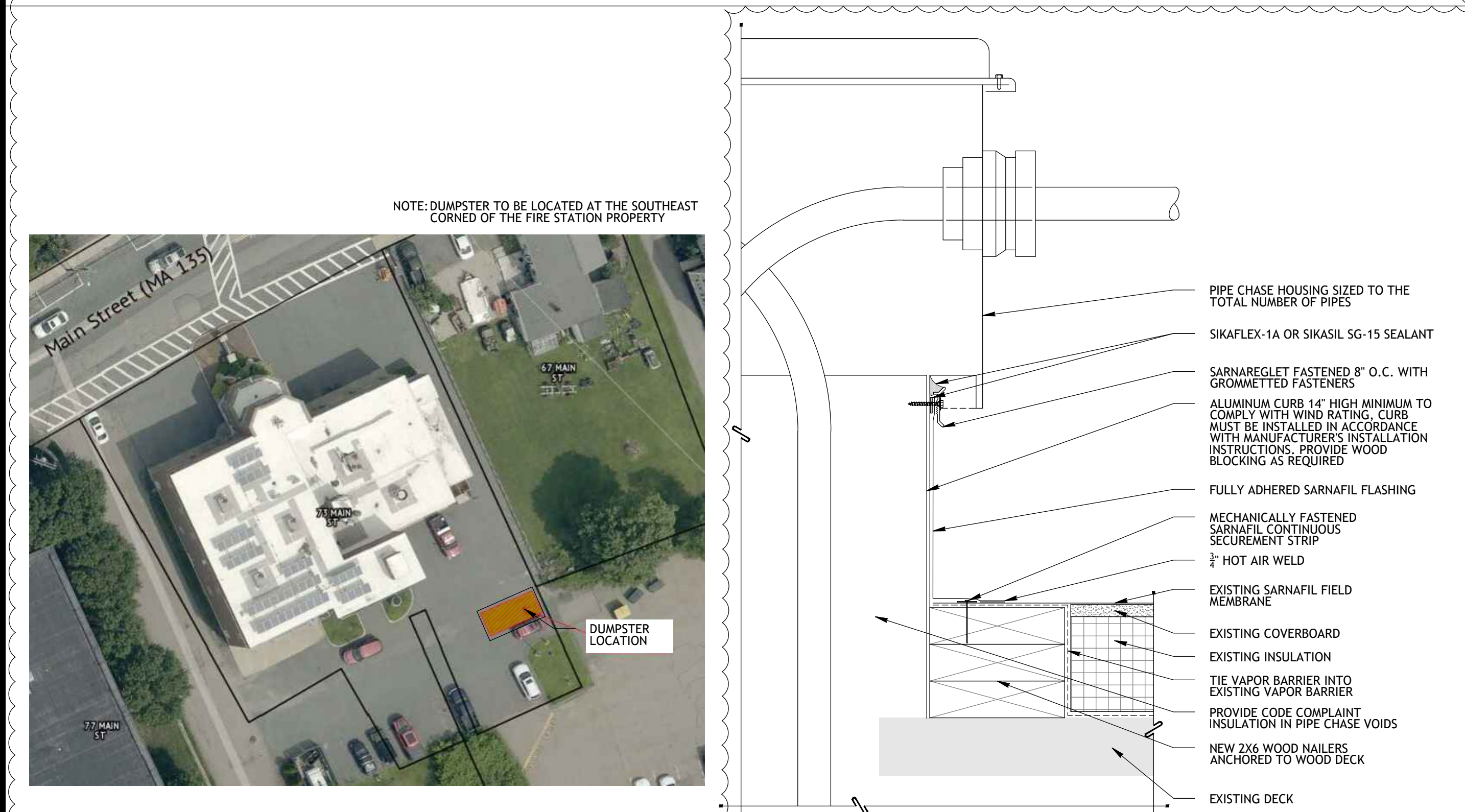
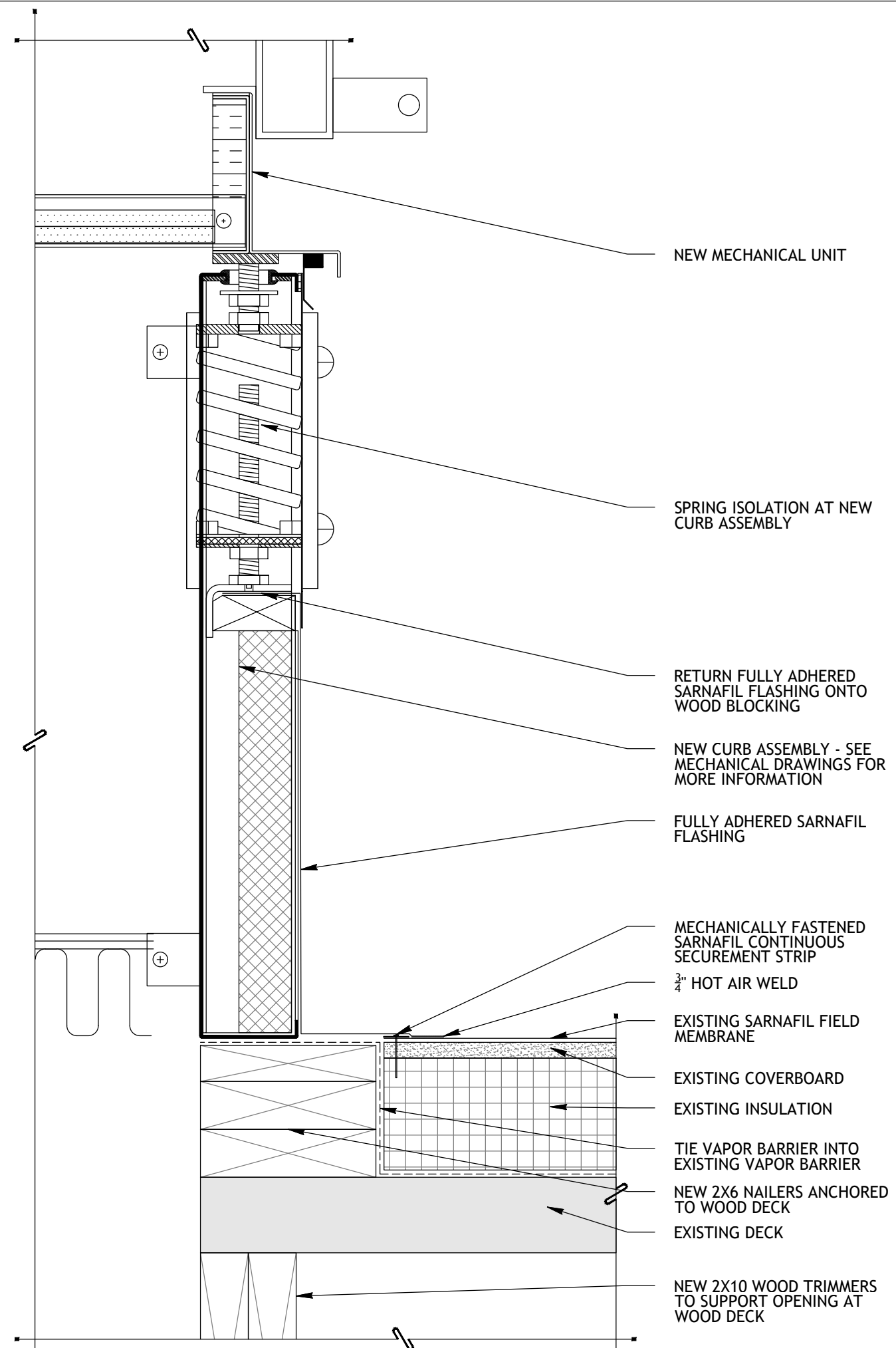
**7 1-HR FIRE-RATED ASSEMBLY AT EXISTING WINDOW OPENING**  
SCALE: 1"=1'-0"

**8 1-HR FIRE-RATED ASSEMBLY AT EXISTING LOUVER OPENING**  
SCALE: 1"=1'-0"

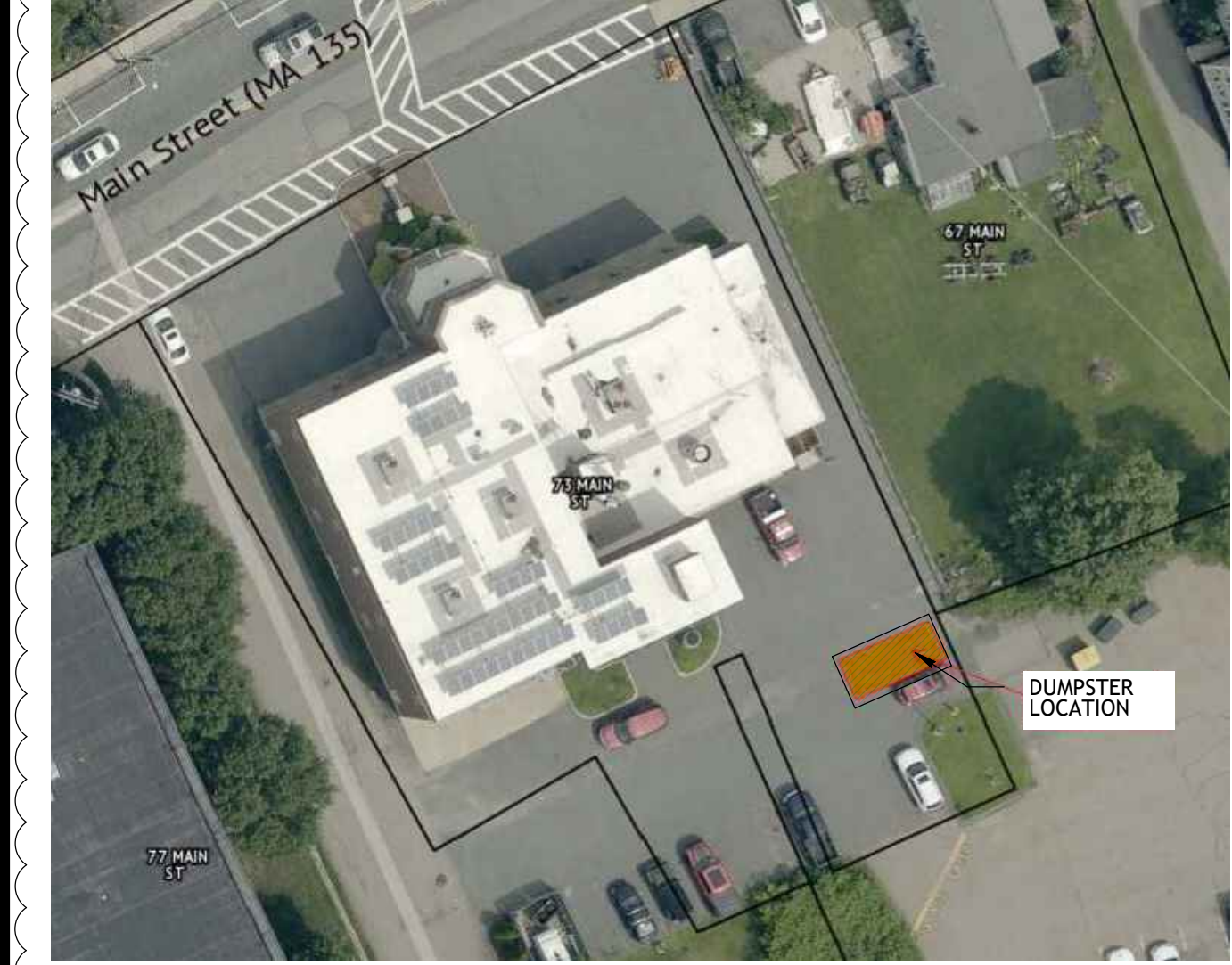
**3 EXHAUST FAN CURB**  
SCALE: 3/4"=1'-0"



**1 MECHANICAL CURB FLASHING AT RTU-4**  
SCALE: 3/4"=1'-0"



NOTE: DUMPSTER TO BE LOCATED AT THE SOUTHEAST CORNER OF THE FIRE STATION PROPERTY



**7 PLAN SHOWING DUMPSTER LOCATION**  
SCALE: N.T.S.

**6 PIPE HOUSING ENCLOSURE AND CURB**  
SCALE: 3/4"=1'-0"

REVISIONS	NO.	DESCRIPTION	DATE
ADDENDUM 3			APRIL 9, 2024

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DATE	DESCRIPTION
APRIL 9, 2024	Proj. No.: 2019023.01
AS NOTED	Scale:
JCB	Drawn By:
GO	Checked By:
A7.0.dwg	File Name:

## TYPICAL ROOF DETAILS

**A7.0**

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