

**CITY OF
LOWELL, MASSACHUSETTS**

INFORMATION TO BIDDERS

**BID PROPOSAL,
CONTRACT, GENERAL CONDITIONS,
SPECIAL CONDITIONS, AND TECHNICAL SPECIFICATIONS**

FOR

IFB 16-67

**LOWELL TEMPORARY
MODULAR CLASSROOMS
PROJECT**

WANG SCHOOL

CITY MANAGER – KEVIN J. MURPHY

REQUEST FOR PROPOSAL #16-67
CITY OF LOWELL

CITY OF LOWELL TEMPORARY MODULAR CLASSROOMS PROJECT

DUE DATE

Sealed proposals are due and will not be publicly opened on: **March 10, 2016** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at **11:00 AM, EST/EDST**, for the work described herein. **BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.**

PREBID/SITE INSPECTION

A prebid/site inspection is scheduled for: February 25, 2016 at 10:00 AM, EST/EDST, for the work described herein at the Wang School main office, 365 West Meadow Road, Lowell, MA.

BID AND PAYMENT BONDS

A certified check made payable to the "City of Lowell" in the amount of 5% must accompany this bid. Bid bonds are acceptable.

A payment bond in the amount of 100% of the total dollar award is required prior to contract execution.

A performance bond in the amount of 100% of the total dollar award is required prior to contract execution.

PREVAILING WAGE

Attention of the Bidders is particularly called to the requirements of the conditions of employment to be observed and the prevailing wage rates to be paid on this project, as determined by the State Department of Labor and Industries.

The City of Lowell, acting through its Chief Procurement Officer, reserves the right to waive any informality in, to reject any or all bids or to accept the one which appears in the best interest of the City of Lowell.

MBE's and WBE's are encouraged to submit proposals. EOE/AA.

**WANG SCHOOL
TEMPORARY MODULAR CLASSROOMS PROJECT**

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**WANG SCHOOL
TEMPORARY MODULAR CLASSROOMS PROJECT
REQUEST FOR PROPOSALS-ADVERTISEMENT**

Pursuant to M.G.L. Chapter 149, Section 44E, the City of Lowell (the "City"), seeks proposals from qualified Contractors for the lease of two portable modular classroom units and connecting enclosed walkway, ready for use and occupancy by the Wang School. The lease price shall include all the Proposer's costs related to the design, fabrication, assembly, site preparation, installation, financing, and, after the lease term ends, the removal of the modular units.

Proposers must submit with their Proposal a current DCAM Certificate for Eligibility for Modular/Prefabricated Construction and they must include a DCAM Update Statement with their Proposal. The work must be completed and the units ready for occupancy by the required date. Please refer to the Request for Proposals ("RFP") for additional information.

The City is exempt from sales tax. Do not include sales tax in figuring the amount of the proposal.

Proposals shall be valid for a period of forty-five (45) days after the date set for the opening thereof.

The City reserves the right to accept or reject any or all proposals, and waive any minor deviations or mistakes if it is deemed to be in the public interest to do so.

**WANG SCHOOL
TEMPORARY MODULAR CLASSROOMS PROJECT**

REQUEST FOR PROPOSALS – LEASE OF MODULAR CLASSROOMS

**SECTION 1
INTRODUCTION**

1.1 Pursuant to M.G.L. Chapter 149, Section 44E, the City of Lowell (the “City”) seeks proposals from qualified Proposers for the lease for a period of twelve months and option of two additional twelve month periods of two temporary modular classroom units and enclosed walkway at the Wang School. The lease price shall include all the Proposer’s costs related to the design, fabrication, site preparation, assembly, installation, financing and, after the lease ends, the removal of the modular units. Proposers must submit with their Proposal a DCAM Certificate of Eligibility for Modular/Prefabricated Construction and a DCAM Update Statement. For purposes of DCAM Certification, the Proposer shall be the Contractor that will oversee the fabrication and installation of the modular units.

1.2 If, for financing purposes, a separate entity will be the “Lessor” of the Units, describe the business relationship between the Proposer and the Lessor in your Proposal. Provide a draft copy of the proposed lease with your proposal.

1.3 This project is governed by M.G.L. Chapter 149 Section 44E, and as such, particular attention is called to the requirement that prevailing wage rates as determined by the Department of Labor and Industries are required to be paid to all laborers working at the job site or in assembling the units in Massachusetts. Prevailing wages are not required to be paid during the off-site manufacture or alterations to the modular units. A copy of the prevailing wage rate list that applies to this Project is incorporated and made part of this Request for Proposal (RFP). All proposals submitted in response to this RFP shall be based on the terms and conditions set forth in this RFP, and any contract awarded will incorporate said terms and conditions. Certain contract provisions may, however, be subject to negotiation to reflect the proposal submitted by the successful Proposer, as accepted by the City.

1.4 The City reserves the right to accept or reject any or all proposals and to waive any minor deviations if it is deemed to be in the best interest of the City.

1.5 Proposers are required to visit the site and examine all documents included in this RFP or referred to herein. The City will not be responsible for errors, omissions, or charges for extra work arising because the Proposer did not familiarize itself with the documents or with the existing conditions. Submission of a proposal constitutes an acknowledgment that the Proposer has examined the site and the RFP documents, the Proposer is familiar with them, and that wherever they require results to be produced, the documents are adequate and that the Proposer will produce the required results.

1.6 There will be a Pre-Proposal Conference at the time and place stated in the Advertisement. The attendance of the Proposers is strongly encouraged.

1.7 Alternative Proposals. All Proposers must submit a Proposal that is responsive to the RFP and the concept layout shown on the attached drawings. As part of its basic proposal, a Proposer may propose different layouts of the modulars within the basic footprint provided in the concept layout. Modular units need not be “new” and may be refurbished to be of “like new” quality, provided they meet current Code. In addition to providing a basic proposal, Proposers may also provide an Alternative Proposal that will

meet the space and programmatic needs described in this RFP, but may do so in a significantly different manner than described in the technical specifications in this RFP. For example, an Alternative Proposal may propose a different configuration of the modular units on the site or may offer building services in the modulators which improve upon the basic performance features described in the specifications. If the Proposer submits an Alternative Proposal, it must specifically identify in its Non-Price Proposal the features of the Alternative Proposal that differ from the requirements of the RFP and the reasons the Proposer believes those differences will be beneficial to the City.

The Proposer shall also submit with its Cost Proposal, a completed Form F identifying the cost of its Alternative Price Proposal.

1.8 Form G, Equipment Installation Contract Modular Classroom Units, provides a draft agreement for the contract that will be executed between the City and the Successful Proposer.

**SECTION 2
TIMETABLE**

2.1	Request for Proposal Issued	February 10, 2016
2.2	Pre-Proposal Conference Session	February 25, 2016
2.3	Proposal Due Date	March 10, 2016
2.4	Anticipated Date of Award	April 1, 2016
2.5	Notice to Proceed	April 1, 2016
2.6	Date full site will be available to mobilize	2016
2.7	Certificate of Occupancy Date	August 12, 2016

SECTION 3 PROPOSAL SUBMISSION REQUIREMENTS

3.1 **Proposal Forms:** All proposals must be submitted on the forms provided. Proposers are expected to submit extensive additional information along with the proposal forms to respond to this RFP.

3.2 Submit two separate, clearly marked, sealed envelopes, one envelope for the non-price proposal and one envelope for the price proposal, as provided in the following Paragraphs.

3.3 The **Non-Price Proposal** shall contain the following information and must be clearly marked “**MODULAR CLASSROOMS NON-PRICE PROPOSAL**”:

- Current Certificate of Eligibility for Modular/Pre-fabricated Construction on file and as issued by the Massachusetts Division of Capital Asset Management (“DCAM”) and a DCAM Update Statement.
- **Form A CERTIFICATE OF NON-COLLUSION** and a **Form B CERTIFICATE OF FOREIGN CORPORATION** completed in their entirety.
- Proposal’s listing of minor deviations and/or variations from the Base Proposal, **Form C**.
- Proposer shall complete and submit **Form D – SCHEDULE** confirming that the Certificate of Occupancy will be secured by the required date.
- Proof of Certification by the State Board of Building Regulations and Standards.

3.4 The Non-Price Proposal shall also include plans, material specifications, and narrative information in sufficient detail to describe the technical elements of the Proposal and demonstrate that these meet the RFP requirements. Refer to the Technical Specification in Section 9 for more detailed requirements. Include the following information:

- Site plan, showing the location of the modulators and the accessory construction on the site. Show the limits of the existing building, point(s) of connection to the existing building, existing and proposed grading, locations of existing underground and above ground utility services. Show erosion control measures during construction.
- Drawings showing the proposed modular units. Include floor plans, reflected ceiling plans, building elevations, and interior elevations of all four walls of a typical classroom. Give dimensions of all the rooms, including ceiling heights. Note the materials and equipment to be used.
- Typical details of footings and supports; typical details of the modular structure.
- Abbreviated specifications or materials list, describing principal materials and items of equipment which the proposer intends to provide. Include structural components; enclosure elements such as wall components, windows, and roofing; principal items of mechanical and electrical equipment; finishes; specialties and accessories.

- A written narrative explaining how the proposed installation will meet the RFP requirements, including scheduling requirements. Include a brief discussion of the methods the Proposer intends to use to erect the buildings on the site. Summarize the services the Lessor intends to provide during the lease period.
- Certification that the Proposer will provide a code-conforming installation that meets the structural, energy code, and electrical requirements and other building performance requirements set forth in the RFP and will, if selected as the Contractor, provide detailed engineering calculations demonstrating this compliance.

3.5 The **Price Proposal Sheet, Form E**, shall be submitted in a second envelope marked **“MODULAR CLASSROOMS PRICE PROPOSAL.”**

- **Bid Deposit:** With the Price Proposal, submit a bid deposit in the amount of five percent (5%) of the contract amount, which percentage shall be calculated based on the 30 month lease price listed on **Form E**. The deposit shall be in the form of a bank, treasurer’s or certified check or a bid bond written by a surety company authorized and licensed to do business in the Commonwealth of Massachusetts and made payable to the City.

3.6 Sealed proposals are due and will not be publicly opened on: March 10, 2016 at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 11:00 AM, EST/EDST, for the work described herein. **BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.**

The envelopes must be received by the date and time indicated in the Advertisement.

3.7 Opening of Proposals: Non-Price Proposals will be opened on the above noted due date, at which time the names of firms submitting proposals will be recorded. Price Proposals will be opened later after the evaluation of the Non-Priced Proposals.

Late proposals shall not be considered.

3.8 Proposers may be asked to make an in-person presentation to the Evaluation Committee, if deemed necessary.

3.9 The requirements of the RFP shall only be modified through written Addenda issued by the City. Oral modifications or directions relating to the RFP shall be of no effect.

3.10 After the deadline for submitting proposals has passed, a Proposer may not change the price or any other provision of his/her proposal in a manner prejudicial to the interest of the City or principles of fair competition, provided, however, that the Proposal process may include exchanges of correspondence between the City and the Proposer after the Proposal Due Date, designed to fully understand or clarify a Proposal. The City shall waive minor informalities or allow the Proposer to correct them.

3.11 References. Each Proposer shall provide with its Non-Price Proposal at least three references from School officials who can attest to the successful installation in the last five years

of similar modular classroom units to those required in the RFP. Names, addresses, and phone numbers must be included. It is preferable that the reference be from school officials in Massachusetts.

3.12 Contractor Identification. The Non-Price Proposal must identify the name of the construction company that will be responsible for performing the sitework, utility work, and the installation of the modular units, including the name of the proposed project manager or superintendent who will be assigned to the Project. The construction company must have previously completed at least three successful modular contracts in the last five years. The proposal should identify prior modular projects performed by the Contractor and include Owner references. The City reserves the right to approve the project manager and project superintendent proposed by the Contractor.

3.13 Proposed subcontractors who will participate in the installation should be listed with a reference to the work they are to perform. The subcontractors must have worked for the Proposer on at least one successfully completed modular contract in the last five years.

SECTION 4
MINIMUM EVALUATION CRITERIA

4.1 The following items (4.1A-4.1.F) constitute the Minimum Evaluation Criteria. In order for a proposal to be evaluated using the Comparative Evaluation Criteria, all the information under this SECTION (Minimum Evaluation Criteria) must be provided.

4.1.A A current Certificate of Eligibility and Update Statement for Modular/Prefabricated Construction on file and as issued by the Massachusetts Division of Asset Management (“DCAM”).

4.1.B Forms A and B completed in their entirety.

4.1.C Detailed information submitted pursuant to Section 3 under PROPOSAL SUBMISSION REQUIREMENTS.

4.1.D Proposal’s listing of minor deviations and/or variations from the Base Proposal, on **Form C - MINOR DEVIATIONS AND/OR VARIATIONS**.

4.1.E Submission of a Completed **Form D – SCHEDULE**, indicating the Guaranteed Certificate of Occupancy Date.

4.1.F A separate, sealed envelope clearly marked “**MODULAR CLASSROOMS PRICE PROPOSAL**”. The envelope shall contain **Form E – PRICE PROPOSAL SHEET** completed in its entirety and Alternative Price Proposals, if any, on Form F.

**SECTION 5
COMPARATIVE EVALUATION CRITERIA**

5.1 The following ratings will be applied to the COMPARATIVE EVALUATION CRITERIA: HIGHLY ADVANTAGEOUS, ADVANTAGEOUS, LESS ADVANTAGEOUS, or UNACCEPTABLE.

5.1.A Does the proposal meet the requirements for performance and materials set forth in Section 9, Technical Specifications?

Highly Advantageous - Exceeds the requirements; indicates that performance and materials will be better than the minimum required by the RFP.

Advantageous - Clearly and unambiguously meets the requirements.

Less Advantageous - Will meet the requirements with minor revisions.

Unacceptable - Will require significant revisions to meet the requirements.

5.1.B Does the proposal meet the layout requirements set forth in the Drawings?

Highly Advantageous - Exceeds the requirements; improves on the layout depicted in the RFP drawings.

Advantageous - Clearly and unambiguously meets the requirements.

Less Advantageous - Will meet the requirements with minor revisions.

Unacceptable - Will require significant revisions to meet the requirements.

5.1.C Is the proposal clear; is the intent of the proposer clearly presented?

Highly Advantageous - Proposal is of outstanding quality.

Advantageous - Proposal is clear and unambiguous.

Less Advantageous - Proposal is somewhat unclear and ambiguous, but the items in question are not substantive.

Unacceptable - Proposal is unclear on significant issues.

5.1.D Prior Similar Experience:

Highly Advantageous - If more than 5 similar projects completed satisfactorily within the last 3 years.

Advantageous - If 3 to 5 similar projects completed satisfactorily in the last 3 years.

Less Advantageous - If fewer than 3 similar projects completed satisfactorily in the last 3 years.

Unacceptable - If no similar projects completed satisfactorily in the last 3 years.

5.1.E Schedule: **SEE FORM D.**

Highly Advantageous - For the proposal that provides that the guaranteed date by which a Certificate of Occupancy will be secured, will be 30 days prior to the required date of Certificate of Occupancy.

Advantageous - For the proposal that provides that the guaranteed date by which a Certificate of Occupancy will be secured, will be the required date of Certificate of Occupancy.

Unacceptable - For the proposal that provides that the Certificate of Occupancy will not be secured by the required date of Certificate of Occupancy.

5.1.F References:

Highly Advantageous - If more than 5 references are from similar projects successfully completed in Massachusetts with the past 5 years.

Advantageous - If 3 to 5 references are from similar projects successfully completed in Massachusetts within the past 5 years.

Less Advantageous - If fewer than 3 references are from similar projects successfully completed in Massachusetts within the past 5 years.

Unacceptable - If no references are from similar projects successfully completed in Massachusetts within the past 5 years.

5.2 Selection Process

5.2.A Proposals will be evaluated upon the basis of the criteria for evaluation set forth and will then be ranked in order of qualifications. The first, second, and third ranked proposals will be further reviewed and evaluated, including reference checks, by the City and its consultants. This further review and evaluation may include interviews or the opportunity to provide additional information to the reviewers.

5.2.B Evaluation of Price Proposals will be based on **Form E**

5.2.C The City reserves the right to request further information as the City determines necessary from the three highest ranked Proposers. The City will determine the most advantageous proposal taking into consideration both the non-price evaluation and the price submission.

**SECTION 6
PROJECT DESCRIPTION**

6.1 The City seeks proposals for the lease of two modular classroom units and connecting walkway from Qualified Contractors. The Temporary Modular Building Contractor (referred to herein as the "Contractor") shall be responsible for the design, fabrication, site assembly, installation, and removal of portable modular classroom units and connecting walkway at the Wang School. If the proposed modular units are not new, they must have been manufactured or substantially re-furbished to meet current Building Code requirements.

6.2 Refer to the Technical Specifications in Section 9 and Concept Layout and related drawings attached to this RFP, for sizing, layout, technical requirements, quality and suggested arrangement of the modular classroom units at the site.

6.3 It is the intent of the City to lease the modular classroom units herein specified for a minimum term of 12 months with an option to keep the classrooms in use, if necessary, for up to two additional 12 months periods.

6.4 The Contractor shall coordinate and cooperate with the Owner's personnel and/or contractor(s) under separate contract to the City, who may be on site concurrently with the Temporary Modular Classrooms Contractor.

SECTION 7 GENERAL REQUIREMENTS

7.1 Scope of Work: The Scope of Work includes, but is not limited to, the following:

7.1.A Design, fabrication, transportation, assembly, installation of two modular classroom units and connecting enclosed walkway, and, at the end of the lease term, removal of the modular units and walkway. Installation shall include the installation of a temporary construction fence to secure the area where the modular building and link are being constructed, as well as barricades, temporary walkways and warning signs.

7.1.B Labor and materials to connect the modular classroom units to utilities, in conformance with the Technical Specifications and the Drawings.

7.1.C Construction/erection of decks, stairs, and ramps, all of which meet applicable Federal (ADA), State, and Local Handicapped Accessibility Code Requirements. Follow the code that is most stringent.

7.1.D Obtain all necessary state and local permits and approvals and obtain a final Certificate of Occupancy.

7.1.D.1 Before the City of Lowell can issue a placement permit, all plans for the modular units must be approved by a Massachusetts licensed Third Party Inspection Agency and the Massachusetts Department of Public Safety. The successful Proposer shall be responsible for obtaining this approval and paying any fees charged for said approval.

7.1.D.2 All work shall comply with State of Massachusetts Building Codes. Modular buildings shall have certification labels as required by the Building Code.

7.1.D.3 The City of Lowell will **not waive fees** for local permits for foundations, placement, plumbing, electrical, sanitary, Fire Department, and demolition.

7.1.D.4 The City of Lowell can issue the site related work permits for foundations, plumbing, electrical, sanitary and Fire Department in advance of the placement permit.

7.1.E The Contractor shall provide labor and materials to remove the modular classroom units and enclosed walkway (complete with all associated work) within thirty days of the end of the lease term and return the site to pre-installation existing conditions. During the removal of the units all services from the existing buildings and from utilities shall be restored to their original (pre-lease) condition and the Contractor shall patch penetrations of the permanent building to their pre-lease conditions. Services within the existing building above the ceiling and underground in landscaped areas are to be removed in their entirety, not abandoned in place.

7.2 Contractor Submittals: No later than 14 days after receiving the Notice to Proceed from the Owner, submit to the Architect and City for review: drawings, product data, calculations, certifications and schedules described below; submit electronic files in PDF format.

7.2.A Drawings: Prepare and submit the following Drawings, sealed and signed by an Architect or Engineer, registered in the Commonwealth of Massachusetts, under whose supervision the drawings have been prepared.

7.2.A.1 Site Plan showing layout and location of the units on the site. Show site elevations and grading, interior floor elevations, location of enclosed connecting walkway, stairs, and other related work.

7.2.A.2 Building Plans: Dimensioned plans at an appropriate scale, showing detailed layout of the classroom building, existing building, enclosed connecting walkway, and appurtenances. Include foundation plans, structural framing plans; floor plan; reflected ceiling plan showing location of light fixtures, diffusers, smoke detectors, and similar items; roof plan showing penetrations and roof drainage; and utility routing and equipment plans showing all fire alarm tie-in routing and devices, electrical receptacles, data and telephone receptacles. Show complete construction details of stairs, ramps, guardrails, handrails, and connecting walkway construction.

7.2.A.3 Exterior Elevations, with materials called out. Include skirting and field-built appurtenances such as stairs and ramps.

7.2.B Product Data: For principal components, and for other components as requested by the Architect, submit electronic PDF files of manufacturer's printed literature describing products, materials, and equipment, including performance information, dimensions, capacities, construction, and finishes. In addition to above submit 3 hard copies of any color charts.

7.2.C Calculations: Sealed and signed by a Professional Engineer registered in the Commonwealth of Massachusetts and experienced in the pertinent discipline, under whose supervision the calculations have been prepared, demonstrating compliance with the RFP requirements and the State Building Code requirements, with a level of detail appropriate to the peer review and permitting process. Include structural calculations for foundations and superstructure. Include calculations for heating, ventilation and air conditioning; and for electrical service, as required by the authorities having jurisdiction.

7.2.D Schedules: Door hardware and keying schedule. Attach manufacturer's catalogue cut for each item of door hardware.

7.3 Before the City moves into the modular building, turn over to the City such operating and maintenance information, spare parts, and keys which the City will require in order to occupy the building and to perform such maintenance as they will be responsible for under the terms of the lease.

SECTION 8 GENERAL CONDITIONS

8.1 The Contractor shall examine carefully the conditions relative to the construction under which the work is to be performed, the site of the work, and these specifications. The City will not be responsible for errors, omissions, and/or charges for extra work arising from Contractor's failure to familiarize itself with the requirements of this proposal or existing site conditions. Submission of a proposal for the work represents that the Contractor has satisfied itself as to the conditions to be encountered, the character of the work to be performed, and the materials to be provided.

8.1.A **Design:** The Contractor shall be responsible for the design and engineering required by the project, including, but not limited to, Structural, Civil, Mechanical, Fire Protection, Electrical, and Architectural Designs. Designs shall conform to Massachusetts State Codes. Modular units shall be constructed to conform to use Group E. All final plans shall bear the seal of a professional architect/engineer licensed in the State of Massachusetts.

8.1.B **Design approvals:** Contractor shall prepare engineered plans and submit them to the City for approval. Upon such approval they shall be submitted to the local permitting authorities for approval.

8.1.C **Supervision:** The Contractor shall maintain supervision adequate to insure that construction of the modular units shall be in conformance with the codes and specifications during all phases of construction. All on-site work shall progress under the direct supervision of the Contractor's management team. Verification of field dimensions shall be the responsibility of the Contractor.

8.1.D **Warranties:** The Contractor will warrant the work to be free from defects in workmanship or materials for the life of the lease. The Contractor shall replace or repair defects discovered during this warranty period at no cost to the City.

8.2 During site preparation and installation of the modular units, the Contractor will maintain the building site, parking and storage areas, and existing structures placed under its control in a clean, safe condition at all times. Provide temporary toilet facilities before work starts on the site. Site management will include, but not be limited to, provision of labor and equipment to properly police areas on a daily basis, provision of dumpsters or other suitable containers for the proper disposal of trash, spoils, or waste, traffic control or security as required during normal operations to insure the safety of the public and conformance to recognized safety practices. Keep access for construction operations separated from school traffic. Keep driveways and entrances to the bus drop-off and the parking lot free of obstructions at all times. Construction and delivery vehicles shall not enter or leave the site during school arrival and departure times. Work in occupied areas of the existing building can only be performed when school is not in session; that is, no work in those areas can occur during school hours without prior permission from the City.

8.3 All building equipment, furnishings, grounds, plantings, etc., shall be protected from damage of every description and any such damage shall be repaired or otherwise taken care of to the satisfaction of the City at no additional cost to the City.

8.4 The Contractor shall be held responsible to provide and install such coverings, barriers and signage to adequately protect the public from hazards directly involving its operations. The program covering this item must be submitted for approval to the City.

8.5 The Contractor shall be held responsible for adequate protection of the work from fire, weather, or other such hazards during the progress of construction. The Contractor must provide a list of persons and phone numbers for 24 hour emergency response during installation and during the occupancy period.

8.6 INSURANCE The Contractor shall purchase and maintain such insurance as will protect itself and the City from claims set forth below which may arise out of or result from the Contractor's operations, or by any sub-contractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall provide coverage of the type and in the amounts specified in subparagraphs 8.6.1 through 8.6.5. The City and the Architect shall be listed as additional insureds on all applicable policies.

8.6.1 Insurance certificates showing required insurances and expiration dates must be provided to the Owner before the start of any work.

8.6.2 As to claims covered by Workman's Compensation, the amount of the statutory limits for the Commonwealth of Massachusetts.

8.6.3 Employer's liability insurance with limits of not less than five hundred thousand dollars (\$500,000) per accident.

8.6.4 Insurance upon each motor vehicle used by the successful Proposer in connection with the work provided hereunder, providing public liability coverage as to such vehicle or vehicles of not less than five hundred thousand dollars (\$500,000) for each occurrence and one million dollars (\$1,000,000) in the aggregate with respect to bodily injury and property damage.

8.6.5 A comprehensive general liability policy providing bodily injury coverage, including death, for not less than one million dollars (\$1,000,000) aggregate and two million dollars (\$2,000,000) property damage.

8.7 PREVAILING WAGES Prevailing wage rates will apply for on-site work, including, but not limited to, excavation, foundation construction, utility connections, installation and finish of the modular units, and any assembly performed at a site within Massachusetts and the disassembly and removal of the modular units at the end of the lease term. A copy of the applicable wage rates is enclosed herein.

8.8 BONDS The Contractor shall be required to obtain a Performance Bond, Materials and Labor Bond in the amount of one hundred percent (100%) of the 12 month lease price – Form E paragraph C.

8.9 It is expected that the notice of award of the lease will occur within thirty (30) calendar days from the receipt of the proposals. The City will condition the signing of a lease on the Contractor's obtaining the necessary approval of the modular building plans by the City's Building Department. Any changes to the plans required by the Building Department to meet applicable codes shall be made without increasing the cost of the lease.

8.10 TIME – SCHEDULE – LIQUIDATED DAMAGES Time is of the essence of this Agreement. The City needs the modular units installed and ready for full occupancy by the date stated in Section 2 – Timetable. In the event the modular units are not certified for occupancy on or before the date guaranteed by the Contractor in its Proposal, the City will suffer substantial monetary damages the amount of which will be difficult to determine. Therefore, if there is a delay attributable to the Contractor in providing the modular units required hereunder, the City shall assess liquidated damages in the amount of **\$5,000 per day for each day** after the required date for securing a Certificate of Occupancy until the date the Certificate of Occupancy is secured.

8.11 The Advertisement and this Request For Proposal, including all Forms and Addenda, shall be incorporated by reference into the Contract Document.

8.12 The Contractor selected shall comply with all Federal, State, and Municipal Laws, Ordinances, Rules and/or Regulations, including Labor Laws, which are applicable to the Contractor's obligations pursuant to this project.

8.13 The Contractor and its sub-contractors, agents, and employees shall obtain all required permits, approvals, licenses, and certificates necessary to perform its obligations.

8.14 The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

8.15 All information acquired by the Contractor from the City shall be and remain the property of the City.

8.16 The Contractor shall indemnify, defend, and hold harmless the City, the Architect, and their respective employees, officers, and agents against all suits judgments, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property, or other alleged damages arising out of the performance of the work covered by this Contract.

8.17 Changes to the Contract shall not be made by the Contractor without receiving prior written approval from the City.

SECTION 9
TECHNICAL SPECIFICATIONS

9.1 SUMMARY SCOPE OF WORK

- A. Provide all labor, materials, and equipment for the design, construction, and installation of a complete modular, prefabricated building as shown and described, ready for occupancy, complying with all applicable codes and regulations.
- B. Provide a single building, located on the site as shown on the drawing, housing the following functions:
 - 1. Two modular classrooms, each of approximately 800 to 900 gross square feet in area.
 - 2. An enclosed 8 foot wide (inside dimension) pedestrian walkway connecting the modular building to the existing school building.
 - 3. Include two emergency egress stairs from classrooms and any ramps required for accessibility.
- C. Layout of the modular classrooms, connecting walkway, and other support services shown on the drawing are schematic for the purpose of showing the general arrangement and size of classrooms and connecting walkway and similar information. Provide a definitive design that is in compliance with building separation distance and fire rated construction required by the code. The design shall conform to the requirements of the Lowell Conservation Commission, if any.
- D. Provide all architectural and engineering services required for design and installation including at the factory and on site. Provide any third party certification and testing and inspections required by code.
- E. Obtain and pay for all permits and inspections required.
- F. Visit the site and evaluate all on-site conditions affecting the project.
 - 1. Locate all existing utilities in the building and on the site required for safety and for connection to modular classrooms.
 - 2. Field measure site and existing building for proper location, distances, clearances, heights, and grades, etc.
 - 3. Carefully delineate route for transport of modular units from factory to site and provide for all clearances and any contingencies required.
 - 4. Determine if any work will require review and approval from the Lowell Conservation Commission.
- G. Conform to all applicable codes including but not limited to the following:
 - 1. 780 CMR Massachusetts State Building Code.
 - 2. 527 CMR Massachusetts Fire Prevention Regulations.
 - 3. 527 CMR 12 Massachusetts Electrical Code.
 - 4. NFPA 13 Standard for the Installation of Sprinkler Systems.
 - 5. NFPA 72 National Fire Alarm and Signaling Code
 - 6. NFPA 70 National Electrical Code.
 - 7. 521 CMR Architectural Access Board – Rules and Regulations.

8. Use edition of all codes that is in force as of the date of permit applications.

H. Building Code Information:

1. Use Group E – Education.
2. Classroom Construction Type 2B, Non-Combustible, fully sprinklered.
3. Connecting Walkway Construction Type 2B, Non-Combustible, fully sprinklered.
4. Occupancy: 24 students per classroom, 48 total.
5. Exterior Wall Fire Rating and Fire Barrier: Not required.
 - a. Buildings on the same lot in accordance with Section 503.1.2, connected by Pedestrian Walkway, Section 3104.2 Exception 1 and Section 3104.5 Exception 3.

9.2 SUBMITTALS

- A. Exact locations and layout shall be determined by the Contractor within the general building footprint shown, to accommodate manufacturer's standard configurations, shorten pipe and conduit runs, or otherwise reduce costs or time to occupancy.
1. Submit complete dimensioned site layout drawings to the Owner and Architect for approval prior to fabrication showing all existing and proposed work. Include all underground utilities found or proposed.
 2. Submit complete dimensioned shop drawings to the Owner and Architect for approval prior to fabrication showing all proposed prefabricated building features, footings and foundations, utilities and site work, and how connections will be made to the existing facility.
 3. Submit fire sprinkler shop drawings and calculations prepared by a qualified fire protection engineer.
 4. Submit material specifications with all options available to the Owner and Architect for selection and approval prior to fabrication.
 5. Submit a schedule of values and a timeline schedule for the entire project within 10 working days of contract award. Provide updates with each application for payment, but not less than once per month.
 6. Submit as-built record drawings showing the new work and all connections to the existing facility and any deviations from the above submitted drawings.

9.3 TEMPORARY CONTROLS

- A. Provide safety barriers, signage, and police details, if necessary, to isolate and protect the public and school population from all work activities.
- B. Chain Link Construction Fence: Provide fence enclosure with lockable gate around work area as required to secure modular construction area. Secure gate with padlock and supply Owner with duplicate key.
- C. The Owner will designate a temporary staging area to be used for modular unit deliveries and parking. The contractor shall coordinate and cooperate with the Owner to ensure no disruption to school operations without prior approval.
- D. Contractor will be responsible for site maintenance during the period when the modular classrooms are being erected, including control of water run-off, keeping excavations for

footings and foundations dry, collection and disposal of trash and waste generated by construction operations and construction personnel.

- E. Temporary power and water will be supplied by the Owner. The Contractor shall provide any materials and labor to connect to said services and shall remove connection prior to project completion.

9.4 UTILITIES/BUILDING SERVICES

- A. Provide building services to the modular building and the connecting walkway by connecting to the existing facility.
- B. Test all mechanical, fire protection, and electrical systems that are affected.
- C. Rout services inside the existing building in concealed locations if feasible and fasten to the building structure.
 - 1. Cut and patch as required to provide a neat workmanlike installation.
 - 2. Seal all penetrations; firestop if penetration is through a fire rated assembly.
 - 3. Touch-up paint and finishes if required.
 - 4. Routing and method of fastening is to be reviewed and approved by the Owner before installation.

9.5 OCCUPANCY

- A. After buildings have been erected, clean all surfaces (floors, walls, fixtures, windows) and request inspection by the Owner and Architect. Complete all punch list items to Owner and Architect's satisfaction. Turn over keys to Owner.
- B. Arrange for and coordinate with Owner for all required inspections for Certificate of Occupancy. Be present at inspections and correct any deficiencies.
- C. During the lease period, maintain and repair the installation in accordance with the provisions of the lease.

9.6 DEMOLITION AND SITE RESTORATION

- A. Complete demolition and site restoration within 30 days after termination of the lease.
- B. Dismantle the units and related structures, including the exterior stairs and ramps, connecting walkway, and foundations and footings, and remove from the site.
- C. Disconnect utilities and completely remove exposed temporary distribution systems which were installed by the contractor, including but not limited to pipes, conduit, wiring, hangers, and fasteners. Do not leave any utilities abandoned in place. Remove demolished materials from the site. Restore permanent building finishes which were disturbed by the installation, operation, or removal of such temporary services. Re-program fire alarm, phone, and any other systems as required to return systems to their original condition.

- D. Fill holes left by the removal of footings and planted areas under the modular classrooms, loam and seed entire disturbed area.

9.7 SITEWORK

- A. Site Engineering: Provide accurate site engineering for building stake-outs, level and grade by a qualified technician. Employ instruments to insure tolerance in vertical and horizontal dimensions to meet applicable codes.
- B. Site Preparation
 1. Notify DigSafe prior to any excavation.
 2. Employ a utility locating company to locate any underground utilities on the site prior to any excavation. Show locations on site layout drawing and mark locations in the field.
 3. Locate footings so that they do not impact or damage existing utilities.
 4. Contractor shall be responsible for any damaged utilities.
- C. Earthwork
 1. Strip and remove topsoil and any pavement from the site. Remove other excavated material for footings, foundation, and to provide a level building platform to grade. Suitable excavated material may be reused to level site, otherwise remove unsuitable material and provide suitable fill.
 2. Provide 3 inches of crushed stone under building and extending 3 feet beyond the building perimeter over compacted gravel base.
 3. Provide fill material and topsoil required for restoration of the site after installation of modular units.
 4. Excavate and backfill for any utilities required.
- D. Sidewalks & Pads: Provide bituminous concrete sidewalks to connect existing walks to egress doors from the connecting walkway, match existing width. Provide a five foot square concrete pad at the base of exterior emergency egress stairs at classrooms.
- E. Modular Building Installation: Install modular building; level and anchor with code-compliant anchoring system. Join units at mate lines, fit and finish all components as required to provide a finished modular building. Install building skirting to close space between ground and floor structure.
- F. Connecting Walkway: Construct an enclosed, heated and ventilated connecting pedestrian walkway between the modular classroom building and the existing school building; connect to the existing building at the location shown on the drawing. Design connection to conform with accessibility requirements.
- G. Miscellaneous Construction: Construct site-built ramps and stairs with platforms, as required at exit doors in conformance with accessibility requirements.

9.8 CONCRETE AND FOUNDATIONS

- A. Design and construct foundation system for support of modular building, connecting walkway, exterior stairs, and ramps. Foundation system shall consist of augered cast-in-place reinforced concrete footings extending to 48 inches below grade, with concrete

piers or columns and tie-downs, engineered to support the modular building and field-built components in compliance with the building code. Other comparable foundation systems are acceptable.

9.9 STRUCTURAL FRAMING

- A. Design Loads: Design, fabricate and erect the modular classrooms and field-built components to support dead loads and live loads calculated in accordance with the building code.
- B. Structural Framing: For support of the modular units and connecting walkway, provide manufacturer's standard structural steel and light gage cold rolled steel framing to support the design loads and transfer structural loads to the supporting piers or columns.
 - 1. Provide steel column corner posts, sized as required for supporting the roof.
 - 2. Floor Frame: Perimeter structural steel main beams or light gage steel framing.
 - 3. Floor Joists: Light gage steel framing designed to support floor loads; spaced at 16 inches o.c. maximum.
 - 4. Roof Main Support: Clear span (no interior columns), designed to support roof loads, steel beams or truss.
 - 5. Roof Rafters: Light gage steel framing designed to support roof loads; spaced 16 inches o.c. maximum.
 - 6. Wall Studs: 6 inch cold-formed galvanized steel stud framing, spaced 16 inches o.c.
 - 7. Exterior Platforms, Ramps, and Stairs: Designed to support load of 100 psf on platform and treads. Pressure-treated wood with painted metal handrails, ADA compliant.

9.10 FLOOR AND DECK CONSTRUCTION

- A. Floor Deck: Designed to support floor loads in accordance with the building code. Steel, concrete or equivalent non-combustible material with fire rated plywood or OSB underlayment as allowed by the building code. Insulate floor to provide R-21 minimum or as required by the building code.
- B. Roof Deck: Steel or equivalent non-combustible material or fire rated structural wood panel product in conformance with the building code, sized to support live loads and wind uplift, but not less than 5/8 inch, span rated, fire rated plywood.
- C. Air and Vapor Barrier: Provide continuous air and vapor barrier enclosure on all floors, walls, and roofs in conformance with the building code requirements for energy conservation.

9.11 EXTERIOR WALL CONSTRUCTION

- A. Metal stud framing, as specified above.
- B. Insulation: Unfaced fiberglass or mineral fiber batt, R-19 minimum, installed between studs.

- C. Provide continuous air barrier and vapor retarder in the exterior wall assembly in conformance with the code requirements for energy conservation.
- D. Sheathing: 1/2 inch exterior fiberglass faced gypsum sheathing panels.
- E. Siding: Manufacturer's standard non-combustible, pre-finished, metal or fiber cement horizontal or vertical panels: Hardie panel or equal. Color to be as selected by Owner from manufacturer's standards.
- F. Exterior Trim: Manufacturer's standard pre-finished painted aluminum.
- G. Skirting: Provide durable skirting to close the gap between the bottom of the modular units and the ground. Match material of the siding.
- H. Interior Finish: 1/2 inch gypsum board, vinyl covered, or taped and finished with 3 coats of interior latex enamel paint.

9.12 ROOF COVERING AND DRAINAGE

- A. Roofing & Flashing:
 1. Fully-adhered white EPDM or PVC membrane, minimum 45 mil thick, Class A rated, over roof gypsum board underlayment.
 2. Design roof assembly to meet FM Class 1-90 requirements.
 3. Provide R-30 insulation or as required by code.
 4. Install roofing and roof edge flashing and fascia in conformance with manufacturer's standard details to make it weathertight and resistant to wind uplift calculated in accordance with the code and FM Class 1-90.
- B. Drainage:
 1. Slope roof 1/4 inch per foot minimum to drain water towards the eaves along the long sides of the roof.
 2. Provide pre-finished aluminum gutters or scuppers with downspouts discharging to precast concrete splash blocks.
 3. Aluminum flashing, gutters, and downspouts to be prefinished in color as selected by Owner from manufacturer's standards.

9.13 WINDOWS

- A. Single hung vinyl or aluminum windows with thermal break and all interior and exterior flashing and trim.
- B. Glazing: 5/8 inch thick clear insulating, Low E glass with insect screen.
- C. Size: Approximately 36 inches wide by 48 inches high.
- D. Quantity: Four per classroom, location to be determined during design. Approximately one every 10 linear feet in the connecting walkway, but not less than 2 per side (4 total).

9.14 DOORS AND FRAMES

- A. Provide exterior and interior doors, frames, and hardware for egress from the modular classrooms and from the connecting walkway. Egress door locations shown on drawings are schematic. Size and locate doors as required to provide egress in conformance with the code.
- B. Provide one interior door to each classroom. Provide no fewer than one egress door directly to the exterior for each classroom. Provide two double doors - one on either side of the connecting walkway as shown on drawing.
- C. Exterior Doors and Frames: Exterior grade flush insulated hollow metal doors and hollow metal frames.
 - 1. Size: Single doors: 36 x 80 inches; Double doors: 72 x 80 inches.
 - 2. Provide narrow vision light in doors from connecting walkway.
 - 3. Finish: Galvanized, primed, and painted 2 coats exterior acrylic or urethane, gloss.
- D. Classroom Exterior Egress Door Hardware:
 - 1. No exterior hardware.
 - 2. 3 Heavy duty hinges.
 - 3. Rim Exit device.
 - 4. Heavy duty closer.
 - 5. Full perimeter weatherstripping.
 - 6. Threshold.
 - 7. Rain drip.
- E. Connecting Walkway Exterior Double Door Hardware:
 - 1. 6 Heavy duty hinges.
 - 2. 2 Vertical rod exit devices, Grade 1.
 - 3. 1 Lever handled lockset on active leaf with removable core, grade 1.
 - 4. 2 Heavy duty closers with heavy duty stop and hold open.
 - 5. Full perimeter weatherstripping.
 - 6. Astragal.
 - 7. Threshold.
 - 8. Rain drip.
 - 9. Key cylinder to be provided by Owner; coordinate keying with the keying system of the existing building.
- F. Interior Doors and Frames: Interior grade flush hollow metal or solid core wood doors and hollow metal frames.
 - 1. Size: Single doors: 36 x 80 inches.
 - 2. Provide half glass vision light, tempered safety glass.
 - 3. Metal Finish: Primed, and painted 2 coats acrylic or urethane, semi-gloss.
 - 4. Wood Finish: 3 Coat transparent finish on hardwood veneer.
- G. Classroom Interior Door Hardware:
 - 1. 3 Heavy duty hinges.
 - 2. Lever handled lockset with removable core, classroom function, grade 1.
 - 3. Heavy duty closer.

4. 3 Rubber silencers.
5. Keying: Match keying system in the existing building; coordinate with the Owner. Furnish to Owner two keys for each lockset.

9.15 INTERIOR CONSTRUCTION AND FINISHES

- A. Interior Partitions: Non-Rated Partitions: 3 5/8 inch metal stud framing, faced with 1/2 inch gypsum board pre-finished with vinyl wall covering or conventional gypsum board with joints taped and finished and faces painted with 3 coats of latex enamel, per manufacturer's standards. Provide sound-attenuating insulation in the partitions.
- B. Flooring in connecting walkway: Vinyl composition tile, 12 x 12 x 1/8 inch thick; 4 inch high vinyl cove base.
- C. Flooring in Classrooms: Commercial grade carpet, 26 ounce minimum, level loop, direct glue-down, no pad, color as selected by Owner from manufacturer's standards; 4 inch high vinyl straight base.
 1. For purposes of establishing a level of quality only: Shaw "Ambition" or equal.
- D. Ceilings: 24 x 48 inch suspended grid with lay-in mineral fiber acoustical panels. Panels shall be sag/moisture resistant, rated Class A for fire-resistance, and have an NRC of at least 0.60 and a CAC of at least 30.
 1. Non-acoustical gypsum panels are not acceptable.
 2. Ceiling Height: No less than 8 feet above finish floor.

9.16 SPECIALTIES

- A. Markerboards: White-surface boards for writing on with colored markers. Provide two 4 x 8 foot boards in each classroom with aluminum frame and marker tray.
- B. Tack Boards: Cork-covered tackable boards with aluminum frame to match markerboards. Provide one 4 x 4 foot tackboard in each classroom.
- C. Signage: Provide plastic plaque, wall-mounted signs for room identification, one at each classroom. Coordinate room numbers and legends with the Owner. Comply with ADA and 521 CMR requirements for signage.
- D. Fire Extinguishers: Provide one 10 lb., multi-purpose ABC type portable fire-extinguisher and cabinet in each classroom; surface mounted on wall with signage as required by NFPA 10 and fire department.
- E. Window Treatment: Provide room darkening, fire rated, roller shades at all classroom windows.

9.17 FIRE PROTECTION

- A. Fire Sprinkler System:
 1. Engage a fire protection engineer registered in Massachusetts to design the sprinkler system as an extension of the existing system.

2. Provide full fire sprinkler coverage for the classrooms and connecting walkway in accordance with NFPA 13 and Massachusetts codes. Run piping concealed above ceilings.
 3. Connect new system to the existing building system.
 4. Thoroughly investigate route of piping from existing building and any and all work associated with the extension of the service. All piping shall be run in concealed locations to the extent practicable. No extra cost shall be allowed for conditions readily observable at the site.
- B. Fire Alarm System:
1. Provide fire alarm system in accordance with NFPA 72, and Massachusetts Building and Electrical Codes. Provide pull stations and speakers/horn/strobes, as required by code.
 2. Tie the modular building fire alarm sub-panel into the existing school building fire alarm system panel as a single dedicated zone; route wiring for tie-in through main building in conduit.
 3. Obtain services of factory authorized representative of main building fire alarm system to reprogram system to incorporate modular system into main building system.
 4. Fire alarm system components shall be compatible with the existing school building fire alarm system.

9.18 HEATING, VENTILATION AND AIR CONDITIONING (HVAC)

- A. Provide all design, labor, materials, and equipment for all HVAC components required by the modular buildings and connecting walkway including power, controls, and wiring. Use ASHRAE standards to determine design parameters. Conform to code for energy conservation requirements.
- B. Classrooms: Provide rooftop electric cooling/electric heating or electric heat pump air handling units.
 1. Provide fresh air mechanical ventilation rate to meet code requirements.
 2. Provide a programmable thermostat for each classroom with lockable cover.
 3. Units to be Energy Star rated.
- C. Connecting Walkway: Provide rooftop electric heat and mechanical ventilation rate to meet code requirements.
 1. Provide a programmable thermostat with lockable cover.
 2. Unit to be Energy Star rated.
- D. Ductwork: Provide metal ductwork supply and return located above the ceiling. Insulate supply ducts.
- E. Diffusers: Lay-in type with adjustable opposed blade damper, appropriate size and quantity for quiet and draft free environment.
- F. Return/Exhaust: Suitable to provide code required ventilation.
- G. Thermostat: Manual change-over between heating and cooling mode; programmable.

9.19 ELECTRICAL AND COMMUNICATIONS

- A. Provide fully operational electrical systems including power distribution system, interior and exterior lighting systems, grounding, telephone, data, and public address (paging and bell systems) in compliance with codes. Provide wiring to all HVAC (power and controls) and fire protection equipment.
- B. Provide new electrical sub-panel for classrooms and connecting walkway. Connect to existing building service in electrical room.
 - 1. Provide electrical design to ensure new sub-panel is properly sized to supply all loads in conformance with code.
 - 2. Panels shall be dead-front, circuit breaker type, provided with equipment ground bus.
- C. Provide temporary power and lighting during construction. Contractor may connect to an existing service panel in the main building. Coordinate exact location and panel with Owner and provide an enclosed circuit breaker or fused disconnect switch for overcurrent protection of any temporary service feeders.
- D. Installation shall not disrupt electrical power to existing facility. Schedule any power interruptions at least 48 hours in advance with Owner.
- E. Provide one telephone outlet per classroom and paging and bell systems; connect to existing systems in existing building. Data to be provide by Owner with a WiFi system; provide data connection and power outlet for one network access point.
- F. Power distribution:
 - 1. Feeders from main distribution panel to classrooms panels and all branch wiring conductors shall be copper, 75 degree C insulation, rated 600 volts.
 - 2. All wiring shall be MC cable or in EMT in conformance with code.
 - 3. Minimum wire size for power and lighting circuits shall be #12 AWG. Control wiring conductors shall be #14 AWG.
 - 4. All feeder and branch circuits shall be installed with a separate copper equipment grounding conductor.
- G. Receptacles:
 - 1. Heavy duty, specification grade, grounding type, rated 20 Amp 120 volt, UL listed.
 - 2. Provide no less than six duplex receptacles per classroom for computer and general use. Location of classroom receptacles shall be coordinated with the Owner.
 - 3. Provide duplex receptacles in the connecting walkway, spaced 20 feet apart maximum.
 - 4. Provide ground fault and/or arc fault protection for areas where required by code.
- H. Toggle switches: Specification grade, rated 20 Amp 120 volt, UL listed.
- I. Equipment switches: Provide disconnect switches for each HVAC unit in conformance with the code.

- J. Lighting:
1. Interior lighting fixtures shall be of the recessed lay-in or surface-mounted type, with parabolic louvers or lens, utilizing fluorescent energy-saving T8 lamps and electronic ballasts or LED equivalent.
 2. General ambient lighting illumination level of 50-60 foot candles shall be provided in classrooms as a minimum lighting level at task levels.
 3. Corridor lighting shall provide 25-30 foot candles minimum.
 4. Provide one dual head battery powered emergency light unit per classroom, wired to unswitched circuit.
 5. Provide dual head battery powered emergency lights in connecting walkway. Provide adequate number depending on final layout to provide illumination level required by code for emergency egress in a case of normal power failure.
 6. Provide LED exit signs as required in compliance with applicable codes. Exit signs shall have a built-in battery back up, wired to unswitched circuit.
 7. Provide one LED exterior light fixture at each door, controlled by photosensor and timer.
 8. Lighting controls: Provide key-operated switches in connecting walkway. Provide dual technology occupancy sensors with manual override in classrooms.
- K. Communication Systems:
1. Provide one telephone outlet in each classroom and connect to existing system.
 2. Coordinate exact locations of data and telephone outlets with Owner prior to rough-in.
- L. Public Address (PA) System:
1. Provide flush mounted ceiling speakers in connecting walkway at 30 foot spacing and one in each classroom (for transmitting Public Address and bell systems).
 2. Connect speakers to existing building PA system.
 3. Group speakers into one zone for connecting walkway and one zone for classrooms or as grouped in the existing system. Provide remote amplifier and/or controller if required for complete operation. Obtain services of factory authorized representative of main building public address system to reprogram system to incorporate new speakers into main building system.
- M. Clock: Provide one battery powered 12 inch diameter wall mounted clock in each classroom.

END OF SECTION

**SECTION 10
PAYMENT**

- 10.1 In consideration of the Contractor's satisfactory performance of its Contract obligations, the City shall periodically pay the Contractor for submittal drawings and calculations, site work, delivery, removal/restoration, and a monthly lease payment in advance for each of the twelve months covered by the original lease term, as defined on Form E or Form F. The City reserves the right to reallocate the amounts shown in each payment category without changing the total price.
- 10.2 In the event the City approves an extension to the original lease term, the City shall make lease payments during the extended lease term to the Contractor as defined on Form E or Form F.
- 10.3 Payments to the Contractor pursuant to Paragraphs 10.1 and 10.2 are calculated to reflect all the Contractor's anticipated costs for performing its Contract obligations, including, but not limited to, its costs for design, fabrication, assembly, site preparation, installation, removal, and financing required to complete the Project.

FORM A

CERTIFICATE OF NON- COLLUSION

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

_____ Authorized Name

Authorized Signature

Date

Social Security Number or Federal Identification Number

Legal Name of Business Entity (Please Print or Type)

(Address)

(City, State, Zip code)

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED

FORM B

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the law of:

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c.30, §39L and with the requirements of M.G.L. c.181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing bid or proposal

Title

Signature of person signing bid or proposal

Date

Name of Business (Please Print or Type)

FORM C

MINOR DEVIATIONS AND/OR VARIATIONS

The Base Proposal deviates or varies from the requirements of the Request for Proposals in the following areas:

IDENTIFY RFP SECTION

DESCRIBE DEVIATION/VARIATION

FORM D
SCHEDULE

A. The Guaranteed Date Required for securing the Certificate of Occupancy is August 12 , 2016.

B. If the Proposer represents that it will secure the Certificate of Occupancy before the Date Required for securing the Certificate of Occupancy in Paragraph A, indicate the date by which Proposer will secure the Certificate of Occupancy:

Date: _____

C. State any other Conditions Relating to the Proposer's Ability to Meet the Guaranteed Date for Securing a Certificate of Occupancy.

FORM E
PRICE PROPOSAL SHEET

WANG SCHOOL
LEASE OF TEMPORARY MODULAR CLASSROOMS

SUBMIT THIS FORM AND REQUIRED ATTACHMENTS, COMPRISING THE PRICE PROPOSAL, IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED "PRICE PROPOSAL"

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for the design, prefabrication, site assembly/installation, and all services required to complete and deliver two modular classrooms, and enclosed connecting walkway as described in the RFP, together with all necessary modifications to existing structures, new foundations, ramps, and sitework at the Wang School for the contract lease price specified below, subject to additions and deductions according to terms of the Request for Proposals.

B. This proposal includes addenda number(s) _____, _____, _____, _____.

C. The proposed contract price is as follows:

Submittal drawings and calculations: \$ _____

Site work, including foundations, connector, and utility tie-ins: \$ _____

Lease Price for first year based on 12 monthly payments per year: \$ _____ x 12 = \$ _____ per month per year

Removal and restoration: \$ _____

TOTAL PRICE FOR 12 MONTH LEASE: \$ _____

D. The Proposed monthly rate for extending the Lease for up to twenty-four additional months: \$ _____ per month

E. The undersigned has completed and submits herewith the following documents:

- A five percent (5%) bid deposit/bid guarantee
- Certificate of Eligibility for Modular Construction (DCAM Form CQ7)
- Update Statement (DCAM Form CQ3)

F. The undersigned certifies that this offer fully complies with all of the requirements of the Requests for Proposals.

- G. The undersigned agrees that, if it is selected as general Contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this proposal and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the bidder and are included in the contract price.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that it will comply fully with all laws and regulations applicable to awards made subject to section forty-four E of M.G.L. Chapter 149.

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. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section 29 F of chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- H. TAXES: As required by MGL Chapter 62c, Section 49A, the undersigned certifies that he or she has complied with all laws of the Commonwealth relating to taxes, reporting of employees and Contractors, and withholding and remitting child support.

Date: _____

(Name of Bidder)

By:

(Signature)

(Printed Name and Title of Signatory)

(Business Address)

(City, State, Zip)

(Telephone)

(Email Address)

FORM G

**EQUIPMENT INSTALLATION CONTRACT
TEMPORARY MODULAR CLASSROOMS**

This Equipment Installation Contract is made this ____ day of _____, in the year two thousand six (2006) by and between _____, hereinafter called the “Contractor” and the City of Lowell, hereinafter called the “City.”

WHEREAS, the City has entered into a certain Lease Agreement of near or even date (the “Lease”) with _____ (the “Lessor”) with respect to certain modular classroom buildings that are to be installed by the Contractor.

WHEREAS, the Contractor has agreed with Lessor to supply the City with the Equipment.

NOW, THEREFORE, the Contractor and the City agree as follows:

Article 1. Statement of Work: The Contractor shall furnish all labor, materials, equipment, leases and insurance and perform all work required for the complete installation of two modular classroom buildings, connecting enclosed walkway, and related structures to be located at the Wang School, in accordance with the general conditions and specifications contained in the Request for Proposals dated February 10, 2016, and the Proposal submitted by the Contractor, as accepted by the City. Said Request for Proposals and the Contractor’s Proposal, as accepted by the City, are incorporated herein by reference and are made a part hereof.

Article 2. Time of Completion: Time is of the essence of this Agreement. The Contractor shall commence work under this Contract within five days of the execution of this agreement and shall fully complete all work hereunder by August 12, 2016 (the “Completion Date”). The Contractor shall obtain a Certificate of Occupancy of the modular classroom units on or before the completion date. If there is a delay in the manufacture of the units or the preparation of the site for installation of the modular units, and the Contractor cannot certify that the units will be ready for occupancy by the date designated for completion, the City may require that the units be stored at an agreed location at no charge to the City, until such time as they are ready to be installed. In the event the Contractor is unable to obtain a Certificate of Occupancy for all the units by the Completion Date, the Contractor shall pay the City liquidated damages in the amount of \$5,000.00 per day, for each and every day beyond the Completion Date, until such time as a Certificate of Occupancy has been issued for all the modular classroom units.

Article 3. The Contract Sum: In consideration of the Contractor’s performance of its obligations hereunder, the City shall pay the Contractor/Lessor _____ monthly payments, each in the amount of \$_____, totaling \$_____ for the original lease term.

Article 4. Extended Lease Term: If the City decides to continue to occupy any or all of the modular units after the initial twelve (12) month term has expired, the City shall pay the Contractor/Lessor \$_____ per month for each and every month, or portion thereof, that the City continues to occupy the modular units, until such time as the City informs the Contractor in writing that it no longer requires the use of the modular units. Thereafter, the Contractor shall forthwith remove the modular units from the site.

Article 5. Revisions to the Request for Proposals: The following changes to the requirements of the Request for Proposals have been agreed to:

Article 6. The amount payable to the Contractor/Lessor for the performance of work hereunder shall include, but not be limited to, all the costs incurred by the Contractor in relation to the design, fabrication, site preparation, assembly, installation and dismantling of the modular units.

Article 7. Other Provisions:

- a. All materials and services supplied by the Contractor pursuant to this Contract and the modular classroom units and related structures shall conform to the Contract Documents and applicable building codes. All required design and engineered drawings for permit approval and for the installation and completion of the Work shall be the responsibility of the Contractor.
- b. The Contractor shall require any person otherwise entitled to place a lien on the modular units for any work performed or material supplied in connection with the construction or installation of the modular units, to waive and release such lien. The Contractor shall indemnify the City from and against the costs the City may incur related to the filing of any and all liens in connection with the modular units. The Contractor shall provide the City with lien waivers from all parties who perform work or supply materials in connection with the modular units. The Contractor shall indemnify the City against any damages the City may sustain in the event that the Contractor fails to convey good and clear title to the modular buildings to the Lessor free of any liens.
- c. The Contractor is responsible, at its sole cost, for the knockdown, removal and return of the modular buildings to the Lessor at the end of the Lease Term and for the restoration of the site after removal of the modular units, as provided in the Request for Proposals. The Contractor shall work with the City and the Lessor with regard to the date when removal will occur to ensure that the removal and return of the modular units complies with all requirements under the Lease between the Lessor and the City and with the requirements of the Contract Documents.
- d. The Warranty and Guarantees for the modular units, to be provided by the Contractor to the City, shall be as set forth in the Request for Proposals or as modified in the Proposal.
- e. After the Contractor obtains the Certificate of Occupancy for the Units and the City has accepted the Units, the risk of loss or damage to the modular units passes from the Contractor to the City, unless the Contractor or Lessor are required to maintain property insurance on the units during the Lease Term. Nothing in this paragraph shall operate to relieve the City of its rights or the Contractor of its responsibilities with regard to any Guaranty or Warranty related to the modular units.
- f. The Contractor shall provide an Insurance Certificate evidencing that it has obtained the insurance coverages required in the Request for Proposals. The Contractor shall maintain the required insurance coverages throughout the term of this Contract.

Article 8. Applicable Statutes: All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor and the City agrees to comply with same.

Article 9. Revisions: The Contractor and the City may revise this Contract in writing.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and sealed in the day and year first above written.

CONTRACTOR:

By: _____

(Contractor)

(Name and Date)

WITNESS: _____
(Name and Date)

CITY OF LOWELL

BY: _____

Date