

**CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT  
CONTRACT SPECIFICATIONS FOR  
CONSTRUCTION MAINTENANCE**

The work to be performed under this specification shall include the furnishing of all labor, materials, equipment and supervision necessary for construction service and related equipment in all buildings operated by the Central Berkshire Regional School District. The contractor is requested to bid an hourly rate and an overtime rate for emergency services. Service shall be provided 24 hours per day, 365 days per year. All repair work will be on an as-needed basis.

These specifications include:

- A. General requirements
- B. Scope of Work
- C. Types of construction service
- D. Description of work
- E. Materials and supplies
- F. Regulations for completed work
- G. Regulations for corrections to work
- H. Warranties/guarantees
- I. Request for estimates
- J. Requirements for invoices
- K. Hourly / Overtime Rate
- L. Mileage
- M. Custodial Coverage
- N. Building List
- O. Meeting
- P. Insurance
- Q. Contact information
- R. Service Time
- S. Contract Extension
- T. Method of Award
- U. Bid Submittal List
- V. Prevailing Wage Sheets

Please read through the entire set of specifications before filling in any information. If you have questions relating to the required information or you wish some clarification of this specification, please contact:

Business Manager / Purchasing Agent: Marge Foster Tel. No. (413) 684-0320 x103  
Fax No. (413) 684-4088

## **A. GENERAL REQUIREMENTS**

- All work shall comply in every respect with the Building Laws, City Regulations, Code Requirements (either City, State or National) and the requirements of the Massachusetts Department of Public Safety.
- The contractor shall obtain and pay for all permits, licenses, etc., as may be necessary or required for the completion of the work.
- All equipment, materials, etc., specified to be removed from the site shall become the property of the contractor, unless otherwise stated.
- All repair work will be left in a safe and workable condition.
- Contractor shall ONLY repair what he is instructed to repair.
- If there are any questions regarding the repair work that is to be done, it will be the responsibility of the contractor to contact the Building & Grounds Manager or his designee and request clarifications before proceeding.
- No single job shall exceed \$2,500.00 under the terms of this contract.
- It will be required that the tradesman diagnose the problem and make the necessary repairs as soon as possible.
- The workman must work as quickly and efficiently as is possible. All repairs are to be first quality.
- The awarding authority reserves the right to terminate the contract at once if it appears that any job is not being performed as expeditiously as possible.
- By executing this contract, the contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.
- In the event of accidental site damage, it will be the responsibility of the contractor to return the site to its original condition at no cost to the District.
- If temporary repairs are needed due to an emergency, the contractor is instructed to do so at the direction of the Building & Grounds Manager or his designee.
- All permanent repairs must be made as soon as is possible. This must be done as a minimum within five (5) days after the problem has been diagnosed and approval to proceed has been given.
- It will be the responsibility of the workman to leave the area in a clean, "broom swept" state. Worker must remove all debris generated while making the repairs.

## **B. SCOPE OF WORK**

The work to be performed under this specification shall include the furnishing of all labor, materials, equipment and supervision necessary for Construction Service and related equipment in all buildings operated by the Central Berkshire Regional School District. A complete list of all schools and other school department buildings is attached.

## **C. CONSTRUCTION SERVICE**

Work will consist of the repair, replacement or alterations including, but not limited to, as follows:

1. Masonry repair.
2. General Carpentry
3. Painting
4. All other similar problems and emergency situations.

**D. DESCRIPTION OF WORK**

The contractor shall diagnose the problem plus determine what caused the damage to the system in the first place. It will be his responsibility to correct the condition that caused the damage before installing the rebuilt/repared/part. The make, model and size plus any other information must be noted and if there is a need for a replacement part the exact same type part shall be reinstalled. Also, there might be in some cases, a need to "redesign" the system in order to make more reasonable repairs from a cost savings point of view. All measures must be taken to insure that costs will be kept to a minimum.

IT WILL BE THE UTMOST IMPORTANCE THAT THE TRADESMAN WORK AS QUICKLY AND EFFICIENTLY AS POSSIBLE. THE SCHOOL BUILDING MUST REMAIN OPEN AND READY FOR CLASSES. THE TRADESMAN MUST WORK ON THE JOB UNTIL THE CONDITION HAS BEEN CORRECTED – EITHER TEMPORARILY OR PERMANENTLY.

**E. MATERIALS/SUPPLIES**

It will be the requirement of the contractor to provide all the tools and equipment needed to do the job. The worker must bring the proper and basic tools and supplies as is applicable with him when he first visits the site. The Central Berkshire Regional School District shall not be charged for the use of the equipment that the contractor may need to complete a job. The Central Berkshire Regional School District shall not be responsible for any of the worker's equipment that is lost, stolen or damaged. The worker shall obtain any supplies he will need to complete the job at the most expeditious and cost effective location to the site. Another factor in determining where the supply shall be obtained will be the availability of the supply. The Central Berkshire Regional School District cannot be charged in excess of the net cost of the material to the contractor plus an allowance for overhead and profit – cost plus. The overhead and profit allowance will be a quoted percent. The net cost of the material is defined as the price that the contractor was charged. The Central Berkshire Regional School District pays no sales tax therefore the net cost must reflect this. The contractor may use the site's existing services if they are available in order to complete a job. This would include water and electricity. This may be withdrawn if it is determined by the School Department that the contractor is abusing the privilege. The contractor may be charged for the use of the services if it is determined that the contractor is abusing the privilege.

**F. COMPLETED WORK**

All work must be completed and tested. It must be left in full operating order. It must be left in a safe condition where no harm can come to any person because of lack of ordinary care. Its operation or condition must be tested in the presence of a custodian. It will be the responsibility of the worker to test the operation of the equipment/repair or prove the work was successfully completed in the presence of the custodian.

**G. CORRECTIONS TO WORK**

If the Central Berkshire Regional School District, at its sole discretion, feels that the work performed by the contractor is not adequate then the Central Berkshire Regional School District will notify the contractor of this in writing. The contractor will have five (5) business days to respond and make the necessary corrections. If the contractor fails to do this, then this will be grounds for cancellation of this contract. The Central Berkshire Regional School District may remedy the problem by hiring an outside contractor to complete/correct the job. The original contractor may be charged for these corrective services. If the contractor fails to correct defective work or persistently fails to carry out the work in accordance with the contract documents, the Central Berkshire Regional School District will cause this contract to be cancelled.

## **H. WARRANTIES/GUARANTEES**

All labor shall be guaranteed for a period of time not less than one (1) year. There shall be a warranty for all materials used. This warranty shall be a manufacturer's warranty. If a part fails within the manufacturer's warranty time frame then it will be up to the contractor to replace this part free of charge. Original manufacturer's warranties must be given to the district immediately following installation/service.

## **I. ESTIMATES**

It will be required that from time to time the contractor provide the District with a free written estimate to perform work. The site must be visited. The proposal shall contain:

- School name and address.
- Total cost (labor & materials)
- Breakdown of costs (labor/# of men/# of hours) materials (types & amounts).
- Special equipment needed.
- Other special conditions.
- Specify exactly what work is to be done.
- Number of days to complete job.
- Number of days needed to start job after receiving authorization.

If the proposal is accepted, the work shall be done on time and the materials not to exceed the quoted price. Actual service slips will be needed with the final invoice.

## **J. INVOICES**

No invoices will be paid without the proper information attached. It will be required that all invoices be prepared in the following manner:

- All invoices must have at least two copies plus an original.
- The District can only be invoiced after all the work has been completed.
- All pertinent information must be on the invoice:
  - Number of hours worked
  - Multiply this by the hourly rate
  - Any and all materials used for the job with their individual prices
  - Brief description of work that was done
  - Building/school where work was performed
  - If the contractor uses materials or services from an outside vendor the invoice must state the cost for those items to the contractor plus no more than the quoted profit percent amount.
  - If the contractor quotes a percent off discount price, the invoice must state the list price with the discount price that will be charged to the District.
- It must be dated properly and accurately.
- If work is completed to the dissatisfaction of the District, it will be held up for payment. When the problem is corrected then the invoice will be processed.

All invoices must be sent to:  
Central Berkshire Regional School District  
Attn: Accounts Payable  
P.O. Box 299, 254 Hinsdale Rd.  
Dalton, MA 01227  
Tel. # (413) 684-1792  
Fax.# (413) 684-4088

**K. HOURLY RATE/OVERTIME RATE**

Under the terms of this contract the prospective contractor must quote a regular labor rate per hour for any work done between 8:00 A.M. and 5:00 P.M. Monday thru Friday. For any work done between 5:00 P.M. and 8:00 A.M. Monday thru Friday the prospective bidder must quote an overtime rate equal to one half times the regular rate or less. This overtime rate will be at the contractor's discretion but cannot exceed the limit specified. A double time rate equal to twice the regular rate or less will be required for all work done on Sundays and Holidays. Again the double time rate will be at the contractor's discretion but cannot exceed the limit specified. The overtime rates are for emergencies only. No job will have more than one working at a time unless explicit permission is received by the Business Manager. If the contractor sends more than one man it will be at his own discretion and cost.

**L. MILEAGE**

The District cannot be charged for any time, mileage fees or other costs while a contractor is traveling to and from the site. The contractor shall take into account this cost in his hourly rate when he bids. Time begins when the contractor arrives at the site. The District can be charged an amount based solely on the quoted hourly rate for picking up any parts or supplies needed in order to correct the problem.

**M. CUSTODIAL COVERAGE**

Normal school operation hours vary from school to school. However, typically the hours for custodial coverage for an elementary school are 7:00 A.M. to 9:00 P.M. Monday thru Friday. High schools and middle schools hours are from 7:00 A.M. to 10:00 P.M. Monday thru Friday. During vacation periods, the normal hours of operation would be 7:00 A.M to 3:00 P.M. Monday thru Friday. Please contact the District to verify the hours and any vacation periods when the school might not be open.

**N. BUILDING LIST**

Becket Washington Elementary School, 12 Maple St., Becket  
Berkshire Trail Elementary School, 2 Main St., Cummington  
Craneville Elementary School, 71 Park Ave., Dalton  
Kittredge Elementary School, 80 Maple St., Hinsdale  
Nessacus Middle School, 35 Fox Rd., Dalton  
Wahconah High School, 150 Old Windsor Rd., Dalton  
CBRS Central Office, 254 Hinsdale Rd., Dalton

**O. MANDATORY MEETING**

Under the terms of this contract it will be required that a representative from the company meet with school officials after the contract has been signed and approved in order to discuss procedures for service, the terms of the contract and any other questions either party may have. This will be considered an introductory meeting.

**P. INSURANCE**

The Contractor shall furnish and keep in force for the life of this contract Workers Compensation Insurance for all workers employed on the job (MGL, Ch149 §34A).

- A. Workers' Compensation coverage (per Massachusetts law) and Employer's Liability coverage: coverage A at statutory limits and coverage B at limits of \$100,000/\$500,000/\$100,000.

Contractor's General Liability insurance must be maintained at the Contractor's expense during the life of the contract. A copy of your Certificate of Insurance must be provided to the Business Office and kept on file throughout the life of the contract.

- A. Broad form Commercial General Liability coverage naming the District as an additional insured, written on a "per occurrence" basis and with an aggregate cap no less than 3 times the required limit: \$1,000,000 Combined Single Limit (CSL) OR Commercial General Liability coverage that
  - (1) does not name as additional insured, or
  - (2) carries an aggregate loss limit less than three times the required limit, or
  - (3) is written on a claims made policy form (minimum twelve months "tail" coverage required beyond completion of this agreement): CSL, AND Owner's and Contractor's Protective Liability coverage for and in the name of the District \$1,000,000 CSL (Separate policy must be submitted)
- B. Automobile Liability Coverage, including coverage for owned, hired or borrowed auto: \$1,000,000 CSL
- C. Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$1,000,000 CSL (Note: existence of umbrella coverage may serve to satisfy underlying limits for Automobile and General Liability where existing limits do not meet requirements under A & B above.)
- D. Other: All required insurance shall be certified by a duly authorized representative of the insurer(s). Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued no less than 30 days prior to expiration of a policy period, must be submitted with the bid and on file with District prior to commencement of this agreement.

**Q. CONTACT INFORMATION**

Under no circumstances shall any service calls be received by the contractor by any source other than those persons listed below. The contractor shall make no plans to repair any item in any school without the explicit permission of the District Business Office:

- 1. Jason Dion, Building & Grounds Manager, (413) 684-0320 x102
- 2. Justine Donovan, Accounts Payable, (413) 684-1792 x105
- 2. Cherrie Cachat, Admin Asst to the Business Manager, (413) 684-0320 x104

For service calls or information this department will need contact sources. Service must be provided 24 hours per day/7 days per week.

**R. ONE/TWO HOUR SERVICE**

It will be required that all calls for service be returned within one (1) hour. It will be required that all emergency service repair work must commence within two (2) hours of receiving a request for service by the School Department when a call is made between 7:00 A.M. and 4:00 P.M. Monday thru Friday.

For calls made by the School Department for service during any other hours/days, all calls must be returned within one (1) hour after receiving the call from the School Department. The emergency service repair work must commence within two (2) hours. This service must be provided on a 24 hour per day/7 days per week basis. If the contractor fails to respond in the required time period, this may be grounds for cancellation of this contract. The successful bidder must provide at least two contact telephone numbers.

**S. EXTENSION OF CONTRACT**

This contract may be extended by Central Berkshire Regional School District for two additional one-year periods only under the terms and conditions of the original contract. Such written notice shall be given (approximately 60 days) prior to the expiration date of each contract period.

1. If Central Berkshire Regional School District elects to exercise the option to extend the contract for an additional one-year period, the contract price(s) for the additional year shall be the contract prices of the original contract.
2. If during the first one-year extension Central Berkshire Regional School District elects to exercise the option to extend the contract for the second additional one-year period shall be equal to the contract price(s) of the first one-year extension period.

**T. METHOD OF AWARD, LOWEST QUALIFIED BIDDER**

Bids will be compared on the basis of the experience and competence of the bidder and on the basis of the totals of the quantities listed in the proposal under the enumerated items, at the unit prices or lump sums bid for these items. The contract will be awarded to the lowest responsible and eligible bidder. However, Central Berkshire Regional School District may reject any or all bids if it is in the public interest to do so. The term "**lowest responsible and eligible bidder**" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work.

The awarding of this bid is dependant on approval of funding within the school district annual budget. The Central Berkshire Regional School District reserves the right to reject any and all bids and to cancel the request for bids at any time it deems to be in the best interest of the Central Berkshire Regional School District.

**U. SUBMITTAL LIST / SUBMITTAL DATE**

1. COMPANY INFORMATION
2. CONTACT LIST FOR SERVICE CALLS
3. REFERENCE LIST
4. REQUEST FOR BID
5. CERTIFICATE OF PERSONAL / PROPERTY LIABILITY INSURANCE
6. CERTIFICATE OF WORKERS COMPENSATION COVERAGE
7. STATE TAX COMPLIANCE
8. CERTIFICATE OF NON-COLLUSION
9. CORPORATE RESOLUTION

The Bidder must submit Response to the RFB no later than 1:00 P.M. on Friday, July 23, 2010. The RFB Response must be sealed, **labeled " CONSTRUCTION BID"** , and submitted to the following address:

**Margaret K. Foster**  
**Business Manager**  
**Central Berkshire Regional School District**  
**P.O. Box 299**  
**Dalton, MA 01227**

**Late or electronic submissions will not be accepted.** The district is not responsible for courier or package delivery services.

**REQUIRED - COMPANY INFORMATION**

1. List exact name and address of firm

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2. How many years has your firm been in business under its present business and business organization structure? \_\_\_\_\_ years
3. If your firm has been in business under its current name less than three years, what was the previous name of the firm? \_\_\_\_\_
4. How many years has your firm been regularly and actively engaged in the construction contracting business, performing the type of work described in paragraph 2 of the specification "Scope of Work"? \_\_\_\_\_ years
5. How many service trucks are either owned or leased by your firm and are available for use by your service workforce on a full time basis?  
\_\_\_\_\_ Owned \_\_\_\_\_ Leased
6. Does your firm provide emergency repair service on a 24 hour, 7 days a week basis? \_\_\_\_\_ yes \_\_\_\_\_ no
7. Please list the hours of work for your firm:  
Daily working hours, Straight time \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.
8. Does your firm have a 24 hour emergency number that is staffed by a person and not by an answering machine?  
List phone number: \_\_\_\_\_.  
If not, please explain.

**REQUIRED - REGULAR SERVICE CALLS**

For service calls Monday thru Friday, between 8:00 A.M. and 5:00 P.M., exclusive of holidays, the contact person will be:

Primary Contact: \_\_\_\_\_

Person for requesting service: \_\_\_\_\_

Person's title: \_\_\_\_\_

Person's telephone #(s): \_\_\_\_\_

Secondary Contact: \_\_\_\_\_

Person for requesting service: \_\_\_\_\_

Person's title: \_\_\_\_\_

Person's telephone #(s): \_\_\_\_\_

All calls must be returned within one (1) hour.  
Beeper numbers are acceptable. Please note this if you are giving a beeper number above

**REQUIRED - AFTER HOURS/SATURDAY/SUNDAY/HOLIDAY CALLS**

For emergency calls Monday thru Friday, between 5:00 P.M. and 8:00 A.M. and Saturday, Sunday and legal Holidays, the contact person(s) will be:

Primary Contact: \_\_\_\_\_

Person for requesting service: \_\_\_\_\_

Person's title: \_\_\_\_\_

Person's telephone #(s): \_\_\_\_\_

Secondary Contact: \_\_\_\_\_

Person for requesting service: \_\_\_\_\_

Person's title: \_\_\_\_\_

Person's telephone #(s): \_\_\_\_\_

All calls must be returned within one (1) hour.  
Beeper numbers are acceptable. Please note this if you are giving a beeper number above.

**REQUIRED - REFERENCES**

Indicate below at least three (3) references that will serve to illustrate the ability of your firm to act as the primary contractor for the contract and who conforms to the requirements for this specification.

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

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

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

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

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

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

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

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

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

**CONSTRUCTION MAINTENANCE SERVICE CONTRACT  
REQUEST FOR BID**

**YEAR 1**

July 1, 2010 - June 30, 2011

1. Rate per hour, Monday through Friday, from 8:00 A.M. to 5:00 P.M.  
Per hour \_\_\_\_\_
  
2. Rate per hour, 5:00 P.M. to 8:00 A.M. and Saturday  
Per hour \_\_\_\_\_
  
3. Rate per hour, Sunday and all legal holidays  
Per hour \_\_\_\_\_

**YEAR 2**

July 1, 2011 - June 30, 2012

1. Rate per hour, Monday through Friday, from 8:00 A.M. to 5:00 P.M.  
Per hour \_\_\_\_\_
  
2. Rate per hour, 5:00 P.M. to 8:00 A.M. and Saturday  
Per hour \_\_\_\_\_
  
3. Rate per hour, Sunday and all legal holidays  
Per hour \_\_\_\_\_

**YEAR 3**

July 1, 2012- June 30, 2013

1. Rate per hour, Monday through Friday, from 8:00 A.M. to 5:00 P.M.  
Per hour \_\_\_\_\_
  
2. Rate per hour, 5:00 P.M. to 8:00 A.M. and Saturday  
Per hour \_\_\_\_\_
  
3. Rate per hour, Sunday and all legal holidays  
Per hour \_\_\_\_\_

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Signature of Authorized Representative

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Title

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Date

# STATE TAX COMPLIANCE

PURSUANT TO G.L.C. 62C\$49A, I \_\_\_\_\_

HEREBY CERTIFY UNDER THE PAINS AND PENALTIES OF PERJURY THAT

\_\_\_\_\_ HAS COMPLIED WITH ALL LAWS OF THE  
(CONTRACTOR)

COMMONWEALTH OF MASSACHUSETTS RELATING TO THE PAYMENT OF  
TAXES AND HAS FILED ALL STATE TAX RETURNS AND PAID ALL STATE  
TAX REQUIREMENTS UNDER THE LAW.

\_\_\_\_\_  
\*Signature of Individual

\_\_\_\_\_  
By: Corporate Officer

\_\_\_\_\_  
\*\*Voluntary Social Security #

\_\_\_\_\_  
\*\*Federal Tax Identification #

\*The contract will not be issued unless this certification clause is signed by the applicant

\*\*Your Social Security / Federal Identification number will be furnished to the Massachusetts Department of Revenue and to the Town Collector to determine whether you have met tax filing or tax payment obligations. Contractors who fail to correct their non-filing or delinquency will be subject to suspension or non-renewal. This request is made under the authority of the Massachusetts General Law, Chapter 62A, Section 49A.

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal relative to this project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation, or other business or legal entity.

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Signature of Individual Submitting Application

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Name of Business

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Date

# CORPORATE RESOLUTION

I, \_\_\_\_\_, HEREBY CERTIFY THAT I AM THE DULY  
(SECRETARY OF THE CORPORATION)

QUALIFIED AND ACTING SECRETARY OF \_\_\_\_\_  
(NAME OF CORPORATION)

AND I FURTHER CERTIFY THAT A MEETING OF THE DIRECTORS OF SAID COMPANY,

DULY CALLED AND HELD ON \_\_\_\_\_ AT WHICH ALL DIRECTORS  
(DATE OF MEETING)

WERE PRESENT AND VOTING, THE FOLLOWING INDIVIDUALS

\_\_\_\_\_  
\_\_\_\_\_

WERE DULY AUTHORIZED AND EMPOWERED TO EXECUTE FORMS OF GENERAL BIDS,  
CONTRACTS, AGREEMENTS OR BONDS ON BEHALF OF THE CORPORATION. I FURTHER  
CERTIFY THAT THE ABOVE AUTHORITY IS STILL IN EFFECT AND HAS NOT CHANGED  
OR MODIFIED IN ANY RESPECT.

\_\_\_\_\_  
(SECRETARY OF THE CORPORATION)

A TRUE COPY:

ATTEST: \_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: \_\_\_\_\_  
(DATE)