

CONTRACT AMENDMENT NO. 1

REFURBISHMENT OF ANDOVER HIGH SCHOOL ELEVATOR

12/23/2021

BETWEEN

TOWN OF ANDOVER AND MOTIONS ELEVATOR, INC.

The following items were clarified and confirmed during conversations and meetings held on 12/21/21 thru 12/23/21 and become part of the contract documents for the project

Item 1: Clarification of Typos

Typographical errors (attached and initialed) were corrected in the bid specifications dated December 22, 2021. Corrections are as follows:

- References to "City of Lynn" are corrected to "Town of Andover"
- References to "Lynn Housing Authority" are corrected to "Town of Andover"
- References to "Authority" are corrected to "Town"
- References to "Architect" are corrected to "Designer"

Item 2: Liquidated Damages - Conformation

Liquidated damages for each day beyond the contract substantial completion of August 24, 2022, will be in the amount of \$1,000 per day. The contractor is hereby made aware of the school's requirement to open for classes on time for the calendar year 22/23 and will require the completion of the elevator upgrades to meet ADA requirements.

Item 3: Substantial completion - Conformation

As defined in the contract documents , meaning that the owner has beneficial full use of the elevator and all appropriate permits have been signed off by proper inspectional agencies. Punch list items to be completed no more than 32 days after substantial completion on August 24, 2022 and warranty period starts upon the date of substantial completion.

Item 4. Elevator maintenance - Conformation

Contractor (Motion Elevator, Inc) recognizes that elevator maintenance is included under this contract per the contract documents, Section 14 24 00.



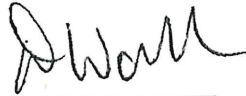
Item 5: Clarification of Enabling Work Assistance

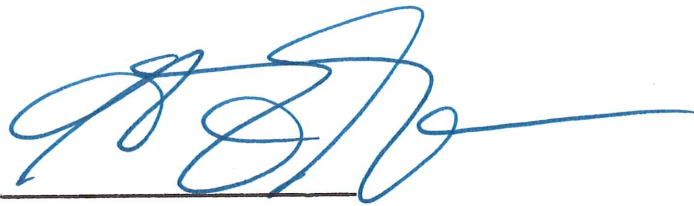
The town of Andover has contracted with certain mechanical and electrical contractors to " make ready" the necessary infrastructure to support the modernization work being performed by Motion Elevator under this contract. To support this work, Motion Elevator

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shall assist these contractors with access to machine rooms, pit and shaft as needed to perform their work. The assistance outlined above will be provided to the town as additional work by Motion under the rates of Motion's pre-existing maintenance contract with the Town.

Accepted by:

	TOWN OF ANDOVER	MOTION ELEVATOR	NV5
Name:			
Title:	Theresa Perini Purchasing Agent	THOMAS McLEAN PRESIDENT	Daniel J. Wall, P.E. Sr. Vice President
Date:	<u>1/4/22</u>	<u>12/23/2021</u>	<u>12/23/2021</u>



TOWN MANAGER
1/4/2022
DATE

SECTION 01 01 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 GENERAL SCOPE OF WORK

- A. The Work under the Contract consists of in general but not limited to:
 - 1. This project includes the refurbishment of one(1) hydraulic elevator located at the Andover High School. This work is expected to include replacement of the elevator machinery and upgrades to elevator controls including card-access readers.
 - 2. All work either shown on the Drawings or included in the specifications unless specifically indicated as not to be done.
 - 3. All existing materials and debris shall be removed and disposed of in accordance with all applicable State, Federal and Local Codes and Regulations.
- B. Order of Work:
 - 1. NOTE WELL: The Contractor must submit a proposed Work Schedule to the Designer~~Architect~~ for approval.
- C. DIVISION I — Sections 01 01 00 - 01 72 00
 - 1. All references to "Contractor" shall be further clarified to indicate that the responsibility/work shall be performed by the "Elevator Contractor".

1.2 PROJECT IDENTIFICATION AND DESCRIPTION OF WORK

- A. Project identification: The name of the Project on the Contract Documents is:
 - 1. Refurbishment of Andover High School Elevator
 - 2. Town of Andover, Andover High School, 80 Shawsheen Street, Andover, MA 01810
- B. Abbreviated Summary of Work:
 - 1. This project includes the refurbishment of one(1) hydraulic elevator located at 80 Shawsheen Street, Andover, MA.

1.3 TIME FOR COMPLETION

- A. In accordance with Clause 25 of HUD form 5370, GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS, the work shall be commenced at the time stipulated in the Notice To Proceed to the Contractor and shall be substantially complete within 180 consecutive calendar days inclusive of material acquisition from that stipulated date.

1.4 LIQUIDATED DAMAGES

- A. As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the Town~~Authority~~ the sum of \$1,000.00 as fixed and agreed liquidated damages for each calendar day of delay beyond the specified contract completion date until the work is substantially complete.
 - 1. For purposes of liquidated damages, Substantial Completion means that the value of the work remaining to be done is, in the estimate of the Designer~~Architect~~, less than one percent of the original contract price.

When the Contractor considers the work to be complete, he shall request, in writing, a final inspection, which may be arranged by the Designer/Architect.

2. Any deficiencies in the work shall be noted in a "Punch List" prepared by the Designer/Architect. If the monetized punch list amounts to be less than 1% of the original contract amount, the work shall be considered to be substantially complete as of the date of written request for a substantial completion inspection. If the itemized punch list amount to more than 1% of the original contract price, the work shall be considered not substantially complete. When punch list items are complete, the Contractor shall request a final inspection which can be arranged by the Town/Authority.
3. This procedure shall be repeated for further punch list review until final (100%) completion is achieved.

1.5 AWARD OF CONTRACT

- A. A contract will be awarded by the Authority-Town as it deems in its best interest to the lowest eligible and responsible bidder as determined in accordance with Massachusetts General Laws Chapter 149, Sections 44A through J, or Massachusetts General Laws Chapter 30, Section 39M, whichever is applicable.
- B. The work shall commence at Award of Contract and shall be pursued continuously under the full time supervision of the General-Contractor.

1.6 COMPLETE COST

- A. The proposed contract price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

1.7 CONTRACT AND CONTRACT PROVISIONS

- A. Contract Coordination: Briefly without limitation, the work of this Contract includes coordination with other contractors performing work under separate contracts with the Town/Authority and their tenants.

1.8 CODES AND STANDARDS

- A. Unless otherwise specifically indicated, work and materials shall conform to these Contract Documents and is to be constructed in accordance with the all applicable codes and ordinances, including, but not limited to, the following editions of the referenced codes:
 1. Commonwealth of Massachusetts, State Building Code, 780 CMR.
 2. Commonwealth of Massachusetts, Fire Protection Code.
 3. Town of Aandover, Air Pollution Regulation

1.9 HOURS OF WORK

- A. Unless specifically authorized by the Town/Authority, in writing, the work must be conducted between the hours of 8:00 AM and 4:30 PM Monday through Friday. No work shall be conducted on holidays in the City of Lynn/Town, Saturdays, or Sundays other than for emergencies or unless specifically authorized by the Town/Authority.
- B. Construction shall conform to the Construction Project Schedule and Conditions of the Contract established by the Town/Authority and in accordance with the Contract between the Authority-Town and the Contractor.

- C. If such work is authorized by the ~~Authority~~Town, a representative of the ~~Authority~~Town must be present on site at all times at the expense of the Contractor. The Contractor shall reimburse the ~~Authority~~Town for the worker's time at their hourly rate established in their contract with the ~~Authority~~Town, including, but not limited to, overtime pay, fringe benefits, and labor burden. The Contractor shall reimburse the ~~Authority~~Town with a check made out to the ~~Lynn Housing Authority~~Town and delivered to the designated Contracting Officer for the work. The Contractor shall not directly compensate the ~~Authority's~~Town's representative.

1.10 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall limit his use of the premises for the Work and for storage, to allow for:
 - 1. ~~Authority~~Town occupancy.
 - 2. Work by other Contractors.
- B. Coordinate use of premises under direction of ~~Architect~~Designer and the ~~Town~~Authority.
- C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site. Any injury which may come to it from frost, water, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the ~~Town~~Authority. This shall also apply to any abutting or adjoining work on or adjacent to the premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the Authority.
- D. Move any stored Products, under Contractor's control, which interfere with operations of the ~~Authority~~Town or separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.
- F. Debris or any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.
- G. At the Pre-construction Conference, the Contractor shall list and identify the disposal contractor/s and the dumpsite to be used for this work. The disposal contractor/s and dumpsite are subject to the ~~Authority's~~Town's approval, and shall not be changed without the written approval of the ~~Authority~~Town.

1.11 TOWN'S AUTHORITY'S OCCUPANCY

- A. Full Occupancy by the ~~Authority~~Town: The ~~Authority~~Town will occupy the site and existing buildings during the entire construction period. Perform work under the Contract in a manner so as not to interfere with the ~~Authority's~~Town's operations ~~or Tenants~~. Cooperate with the ~~Authority~~Town at all times in order to minimize conflicts and facilitate ~~Authority's and tenant's~~Town's usage.
 - 1. The Contractor's attention is especially called to the fact that continuous operation of services for this housing project is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the Authority, If the project is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other

services, the Contractor shall provide 72 hours written notification to the Authority-Town before proceeding.

B. Considerations during construction:

1. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants of the building during construction.
2. If the school is left without heat, hot water, domestic water, electricity, gas, sanitary facilities, or any other services, the school and Town must be notified in advance of any shutdown of services. If the Town will not allow this shutdown but wants instead a temporary means of supplying said services, the Contractor shall supply all labor, materials, and whatever may be required to supply said temporary services at no extra cost to the Town and in accordance with the state and local regulations on health and safety.
3. The work shall be done with as little inconvenience as reasonably possible and without danger to the occupants and to the permanent structures, within the project area. Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc. shall be repaired by the Contractor at his/her own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.
4. The Contractor shall be aware that special consideration must be made to the fact that they are working in a school building. Tools, construction equipment, and construction materials are not to be left unattended at any time, unless in a secured area with no public access. Open areas left during the course of construction must be covered or otherwise made safe. Any considerations made for the safety of the occupants shall be made to the Town's approval.
5. The Contractor shall, at all times, leave an unobstructed way along the roadways, walks and corridors and shall maintain barriers and lights for the protection of all persons and property in all locations where he has material stored or work going on, and during the entire time such work is going on or material is stored.

1.12 COMMUNICATIONS

- A. All notices, demand, requests, instructions, approvals, and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt by hand or in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the Contract; that of the Authority-Town shall be as stated in the Notice to Contractors. Any subsequent change in address of either party shall be communicated to the other in writing.

1.13 CONTRACT DOCUMENTS (PLANS AND SPECIFICATIONS)

- A. The Authority-Town will furnish to the Contractor, without charge, all copies of the Contract Documents (Drawings and Specifications) reasonably necessary for performance of Work.

- B. The Drawings and Specifications are intended to be complementary. Any materials shown or specified in one, but not in the other, reasonably implied and usually included under good industry practice and/or required by applicable Codes and Regulations for the proper and safe completion and operation of the work described herein, shall be furnished and installed by this Contractor at no additional cost to the Owner. Drawings show general arrangement of equipment and are not intended to indicate the exact dimensions of runs.

1.14 WORK BY THE CONTRACTOR'S OWN WORK FORCE

- A. Except as required to meet the Minority Participation Provision Requirements, the
- B. Contractor shall use workers on his/her own payroll for performing work under these specifications.

1.15 WORK BY TOWN OF ANDOVER

- A. The ~~Authority~~ Town will enable the Contractor to perform the construction work in accordance with the approved operational plan and remove obstructions that may prevent work to assure continuity of the work.

1.16 PREVAILING WAGE RATES

- A. Wage Rates: The Contractor is required under the provisions of this Contract to pay the Prevailing Rate or Total Rate, as applicable for the Classification, to the Contractor's employees and its subcontractors employees working on this Project in accordance with the requirements of the Contract Documents; refer to MINIMUM PREVAILING WAGE RATES-Section 01100.

1.17 ~~SECTION 3 (MINORITY AND LOW-INCOME OUTREACH)~~

- A. ~~This project is funded through HUD and is subject to the provisions of the Section 3 program, (Minority and low-income outreach) which requires that to the greatest extent possible, these project funds provide job training, employment and contract opportunities for low or very low income residents in connection with projects and activities in their neighborhoods.~~
- B. ~~Minority Participation: The Authority has adopted a policy to comply with all law and regulations concerning the employment of minorities on this project. Said policy applies to this Project.~~

1.18 CONDUCT OF THE WORK

- A. The work must be completed in a continuous non-interrupted operation. The Contractor must use sufficient personnel and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The Contractor must retain on the Work during its progress a competent, full-time representative satisfactory to the Authority. The representative shall not be changed, except with the consent of the Authority. The representative must be fully licensed to perform this work in the ~~City of Lynn~~ Town and shall be in full charge of the work and all instructions given to this person by the ~~Designer~~ Architect shall be binding. A copy of the representative's current licenses (or the licenses of any representative under consideration for change) shall be provided to the ~~Town~~ Authority before he/she begins the work.
- C. The Contractor must supply to the ~~Town~~ Authority the name and telephone/pager number of a responsible person who may be contacted during off-hour emergencies on the Project. The Contractor shall remain "on call" 24 hours per day in the event of an emergency. Response time shall be within forty-five (45) minutes of receiving verbal notification of an emergency. The Project Manager and/or Project Superintendent on site must be able to be reached immediately

during the hours of work via cell phone or telephone. Any work which is directly connected to the Scope of Work as outlined in this contract shall be corrected as soon as possible.

- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the Owner.
- E. Workers shall refrain from smoking while performing any work inside buildings. The Contractor shall remove from the project workers who consistently violate this provision.
- F. The Contractor shall develop a project schedule indicating the time periods and sequence for completion of work. The project schedule upon approval shall be adhered to. Any deviations from the schedule could be subject to penalties at the discretion of the Architect and the Authority. (Provide specific details regarding timing of the work.)
- G. Protect all landscaping and sitework. Any plantings, shrubbery, lawn areas, and all other site amenities damaged by the Contractor shall be replaced, re-seeded or otherwise restored to their original condition, at the Contractor's expense.

1.19 CLEANING DURING CONSTRUCTION

- A. Conduct cleaning and disposal operations with local ordinances and anti-pollution laws.
 - 1. Do not burn rubbish and waste materials on site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Do not allow materials and rubbish to drop free or be thrown from upper floors but remove by use of a material hoist or rubbish chutes.
- D. Maintain the site free from accumulations of waste, debris, and rubbish. Broom clean exposed concrete surfaces, paved surfaces, window sills, roof areas, patios, or other areas below the work as often as reasonably required in order to maintain a clean site throughout the work acceptable to the Authority.
- E. Provide on-site covered containers for collection of waste materials and rubbish.
- F. At the end of each work day, remove and legally dispose waste materials and rubbish from site. Disposal shall be in compliance with all applicable laws, ordinances, codes, and bylaws.

1.20 PERMITS, INSPECTION AND TESTING REQUIRED BY GOVERNING AUTHORITIES

- A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the General Contractor shall give the Architect and such Authority timely notice of its readiness so the Architect may observe such inspection and testing.
- B. Prior to the start of construction, the General Contractor shall complete application to the applicable Building Code enforcement authority for a building permit. Such permit shall be displayed in a conspicuous location at the project site. The fee for the building permit shall be paid by the Contractor.

PART 2- PRODUCTS (NOT USED)

PART 3- EXECUTION (NOT USED)

SECTION 01 51 00
PROTECTION

PART 1 - GENERAL

1.1 PROTECTION OF PERSONS & PROPERTIES

- A. Building will be occupied during construction. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction.
- B. Any damage to buildings and contents, roads, (public and private), bituminous concrete areas, fences, lawn areas, trees, shrubbery, automobiles, poles, underground utilities, etc. shall be made good by and at the Contractor's own expense, all to the satisfaction of the ~~Lynn Housing Authority~~ Town of Andover.
- C. The Contractor shall patch, repair and/or replace all adjacent materials and surfaces damaged after the installation of new work at no expense to the Owner. All repair and replacement work shall match the existing in kind and appearance.

1.2 TEMPORARY PROTECTION

- A. The Contractor shall:
 - (1.) Protect all surfaces to receive work by other trades from any soiling which will prevent proper execution of subsequent work
 - (2.) Protect other areas, furniture, and private property of the resident and the Owner. Any areas damaged by the Contractor shall be restored to the original condition or compensated at the Contractor's expense.
- B. After the installation of the Work by any Subcontractor is completed, the Contractor shall be responsible for its protection and for repairing, replacing, or cleaning any such Work which has been damaged by other trades or by any other cause, so that all Work is in first class condition at the time of Substantial Completion.

1.3 ACCESS

- A. The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress. Materials shall not be stored in corridors, common areas, or occupied units.
- B. The Contractor shall, at all times, leave an unobstructed way through areas adjacent to the work. Do not leave tools, equipment, materials, waste or supplies outside of the immediate work area, and avoid creating any trip hazards or dangerous conditions. THESE PRECAUTIONS ARE CRITICAL SINCE RESIDENTS MAY HAVE LIMITED SIGHT, HEARING OR MOBILITY.

1.4 SECURITY

- A. The Contractor shall be responsible for providing all security precautions necessary to protect the Contractor's and Owner's interests.

1.5 NOISE AND DUST CONTROL

- A. The Contractor shall take special measures to protect the residents, neighbors, automobiles and general public from noise, dust, and other disturbances by:
- (1.) Keeping common pedestrian and vehicular circulation areas clean and unobstructed;
 - (2.) Insulating work area from occupied portions as far as possible; and
 - (3.) Sealing dust and fumes from contaminating occupied spaces.

1.6 FIRE PROTECTION

- A. The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.
- B. Installation of equipment suitable for fire protection shall be done as soon as possible after commencement of the Work. The Contractor's attention is directed to the requirements of the Commonwealth of Massachusetts, Department of Labor and Workforce Development Regulation 454 CMR.

1.7 WIND PROTECTION

- A. Should high wind warnings be issued by the U.S. Weather Bureau, the Contractor shall take every precaution to minimize danger to persons, to the Work, and to the adjacent property.

1.8. WEATHER PROTECTION

- A. The Contractor shall provide Weather Protection as required by Specification Section 01500 Temporary Facilities and any other specific requirements of the Contract Documents.

1.9 TEMPORARY WORK IN PUBLIC WAYS

- A. Prior to commencing any work in public ways and other areas, which are legally used by vehicles or pedestrians, the contractor shall submit in writing the proposed methods of protection to the Town Authority. Work shall not be commenced in these areas until written approval is received from the Authority Town and any agencies having jurisdiction.
- B. In general, all work in public ways shall be protected by substantial barriers, which will offer complete protection against accidents for pedestrian and vehicular traffic without interrupting the normal flow of traffic. All barriers must be properly lighted with electric or battery powered safety lights and must be maintained in good working order by the Contractor for the duration of the time such barriers are required.
- C. Wherever temporary chutes are to be extended over sidewalks or other pedestrian or vehicular traffic areas, the bottom and sides of the chutes shall be provided with continuous dustproof and weatherproof lining, applied to the exterior surfaces.
- D. Contractor will be required to furnish, install, and maintain in good condition, at no additional cost, all other safety measures which in the judgment of the Town Authority are required to protect the public from accident due to work performed under this Contract.

This requirement is supplementary to the Contractor's rights and obligations to provide and employ safety measures as he may deem necessary or as may be required by law or standard safety practices.

END OF SECTION 01510

PROTECTION 01510

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