



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: Board of Selectmen

FROM: Ray Masak, PE Project Manager

SUBJECT: Elevator Upgrades at Town Hall and Physical Education Building

DATE: December 15, 2016

On the Calendar this week, the Building Department has submitted a request for Contract Approval for the subject project in the amount of \$529,450.

The Elevator Upgrade project was approved by Town Meeting and has been designed by CBI Consulting Inc. Construction will commence upon contract execution and is expected to be completed next September.

Bids were received on November 3, 2016. A total of 4 bids were submitted. The consultant reviewed the bids (Recommendation of Award letter under separate cover) and determined that Enterprise Equipment, Inc. is the lowest and responsible bidder. Based upon the consultant's recommendation, we are requesting award of contract to Enterprise Equipment, Inc.

The Building Department will be available on Tuesday evening to answer any questions you may have. Thank you for your consideration.

Town Of Brookline

Contract Coding Approval Form

Department: Building
 Vendor Name: Enterprise Equipment Co., Inc.
 Vendor Number: 49390 Amount of Contract \$ 529,450
 Contract #: _____

Purpose of Contact:

Description:
<u>Elevator Upgrades at Town Hall and Physical Education Building</u>

Coding:

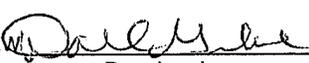
Org #	Org Name *	Acct #	Acct Name	Amount
<u>2516K109</u>		<u>6B0116</u>		529,450 <u>274,455.47</u>
<u>2517K109</u>		<u>6B0116</u>		<u>254994.53</u>

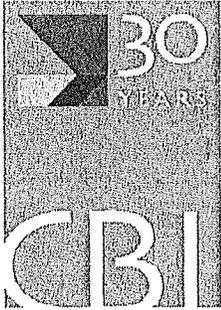
* For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head:  Date 11-7-16

Comptroller and Purchasing Approvals

Funds Available / Codes Correct  Date Approved by Comptroller 11/8/16

Complies with Appropriate Procurement Law (MGL ch 149, ch 30 30M, or ch 30B)  Date Approved by Purchasing 11/7/16



November 04, 2016

PRINCIPALS
CRAIG E. BARNES
MICHAEL S. TELLER
WAYNE R. LAWSON

SENIOR ASSOCIATE
ROBERT G. WILKIN

Ray Masak
Town of Brookline
333 Washington Street
Brookline, MA 02445

Tel: (617) 264-6449
Email: rmasak@brooklinema.gov

Proj.: Elevator Upgrades at Town Hall and Physical Education Building
Re: Bidder Reference Letter

CBI Job No.: 15178

Dear Ray:

CBI Consulting Inc. (CBI) has completed our analysis of the bid submitted by Enterprise Equipment Co., Inc. (Enterprise Equip.) for the Elevator Modernizations at the Town Hall and Physical Education Building in Brookline, MA. I have attached the bid tabulation sheet under separate cover for your record. It is my understanding that you wish to award the Base Bid only (no Add Alternates), for which Enterprise Equip. is the lowest qualified bidder.

CBI has had correspondence with Kevin Lynch, Vice President, in which he confirmed that he is comfortable with the bid of \$529,450 submitted for this project. Mr. Lynch responded that the bid is good and he is eager to work with the Town on this project.

CBI has reviewed the bid and to the best of our knowledge and ability, the bid submission meets all of the requirements set forth in the Project Manual. We have also completed reference checks on Enterprise Equip. The reference check revealed overall favorable responses, and their DCAMM average Project Evaluation Rating of 97 is excellent. We therefore recommend that the Town proceed with awarding the Elevator Modernization project to Enterprise Equip. Co.

We also recommend a minimum of a 10% Construction Contingency on this project. We understand that the Town must approve these funds in advance. We therefore recommend at least \$582,395 be appropriated, exclusive of other soft costs and Project Management fees.

We hope this letter meets your needs and expectations. Please do not hesitate to call me if you have any questions.

Very Truly Yours,
CBI Consulting Inc.

Steven Watchorn, AIA, LEED AP BD+C
Project Manager
swatchorn@cbiconsultinginc.com

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Town Hall and Physical Education Building
Brookline, MA

	<u>GENERAL BIDDER</u>	<u>Bid Amount</u>	<u>Alternate 1</u>	<u>Alternate 2</u>	<u>Acknowledge</u> <u>Agenda</u>	<u>Cert. of</u> <u>Eligibility</u>	<u>Update</u> <u>Statement</u>	<u>Bid Bond</u>	<u>Non Collusion Affidavit</u>	<u>Certification of</u> <u>Payment of State</u> <u>Taxes</u>
1	Enterprise Equipment Co. Weymouth, MA	\$529,450	\$257,500	\$197,600	1,2,3	X	X	X	X	X
2	Contractors Network Inc. East Providence, RI	\$567,000	\$243,000	\$188,000	1,2,3	X	X	X	X	X
3	K&S Builders Inc. Wayland, MA	\$579,901	\$245,000	\$191,000	1,2,3	X	X	X	X	X
4	Northern Contracting Corp. Canton, MA	\$786,100	\$298,100	\$253,100	1,2,3	X	X	X	X	X
5										
6										
7										



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the _____ day of _____ in the year of
Nineteen Hundred and _____

BETWEEN the Owner: Town of Brookline represented by the Brookline Building Commission
(Name and address) Town Hall
333 Washington Street
Brookline, MA 02445

and the Contractor: Enterprise Equipment Co., Inc.
(Name and address) 276 Libbey Parkway
Weymouth, MA 02189

The Project is: Elevator Modernizations at the Brookline Town Hall and Physical Education Building
(Name and location) Brookline, Massachusetts

The Architect is: CBI Consulting Inc.
(Name and address) 250 Dorchester Ave.
Boston, MA 02127

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

The Contractor shall perform the Work required by the Contract Documents for the complete Elevator Modernizations at the Brookline Town Hall and Physical Education Building. The Contractor shall provide all materials, labor, equipment, tools, machinery, transportation, and services necessary for, and reasonably incidental to, the performance of the Work.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The Work to be performed under the Contract shall commence upon issuance of a "Notice to Proceed", anticipated to be issued on or about November 11, 2016

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

The Work of the Contract shall be performed according to the Contract Documents including restrictions specified under Section 01 01 00 - SUMMARY OF WORK. The Work to be performed under this Contract shall be substantially completed within 365 calendar days after Notice to Proceed.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Liquidated Damages: The General Contractor agrees to pay the Owner for any delay in Work, the sum of five hundred dollars (\$500.00) per calendar day to pay for consulting and testing fees to manage and arrange for the completion for the project for every calendar day beyond the above-established date; said amounts to be deemed payment for liquidated and ascertained for such delay.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Dollars
\$ 529,450 Five Hundred twenty nine thousand four hundred fifty , subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of _____ percent (_____ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____ %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to _____ percent (_____ %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Delete Paragraphs 5.2 through 5.8 in their entirety, and insert the following:

The Provisions of this Article are subject to the provisions of the General Laws of Commonwealth of Massachusetts, Chapter 30 Section 39K, as amended.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The provisions shall be made in accordance with Chapter 30 Sections 39 F, K of the General Laws of the Commonwealth of Massachusetts, as amended.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

7.3 Other Provisions:

Contractor's Representations

The Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and all location conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the Work.

The Contractor has made, or has caused to be made, examinations, investigations, and test and studies of such reports, and related data in addition to those referred to in the paragraph above as the Contractor deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

The Contractor has correlated the results of such observations, examinations, investigations, tests, reports, and data with the Terms and Conditions of the Contract Documents.

The Contractor has given the Architect written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the Written Resolution thereof by the Architect is acceptable to the Contractor.

Miscellaneous

Terms used in this Contract where are defined in Article 1 of Document 00 7200- GENERAL CONDITIONS (AIA Document A201) and Section 01 4200, REFERENCES shall have the meaning indicated in the General Conditions; other terms shall have the meanings given them in applicable publications and regulations.

No assignment by a party hereto or any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are the effect of this restriction may be limited (by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
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9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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9.1.5 The Drawings are as follows, and are dated
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Number Title

unless a different date is shown below:

Date

9.1.6 The Addenda, if any, are as follows:
Number

Date

Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Delete Paragraphs 9.1.1 through 9.1.7 and insert the following:

A. The Contract Documents, which comprise the entire contract between the Owner and the Contractor, are attached to this Contract, made a part hereof, and consist of the following:

1. The Contract.
2. Contractor's Bid, including required submittals.
3. Bid, Performance, and Payment Bond.
4. General Conditions (herein stated and in AIA Document A201).
5. Modifications to General Conditions.
6. Supplementary Conditions.
7. Specifications bearing the title: "Elevator Modernizations at Brookline Town Hall and Physical Education Building."
8. AIA Construction Documents, including but not limited to AIA Document A201, A310, A311, selected for use by the Town of Brookline, Massachusetts.
9. All Addenda issued prior to Bid Preparation.
10. Documentation submitted by Contractor during the Performance of the Contract.
11. Contract Drawings.
12. Town of Brookline Standard Signature Sheet, which will be provided separately as Page 9 of this Contract,

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be altered, amended, or repealed by a Modification as defined in Section 1 of the General Conditions.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER Refer to the attached
Signature Page

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

Kevin N. Lynch, Vice President

(Printed name and title)