

Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event an addendum is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: 15-001

Contact Name:

Company Name:

Address:

City/Town:

State:

Zip Code:

Phone:

Fax:

Cell:

Email:



CITY OF BEVERLY

15-001

PURCHASE OF FOUR DOOR ASSEMBLIES

BIDS DUE:

Thursday, March 12, 2015 @ 11:00 A.M.

at the Office of the Purchasing Agent, City Hall
191 Cabot Street, Beverly, Massachusetts 01915

**City of Beverly Collusion/Tax Certification Form
Bid Certification**

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below.

Failure to offer such signature will result in rejection of the bid.

1. *"The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or their organization, entity, or group or individuals" and,*
2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

(Complete name of firm to be given here)

Signature: _____

Contact Person: _____

Business Address: _____

Telephone: _____ Employer I.D. #: _____

Email Address: _____

Bid Pricing Form

Doors shall be delivered no later than forty-two (42) calendar days after date of Letter of Award

TOTAL BID PRICE: _____
(Written in words)

\$ _____
Amount in Numerals

Delivery to the City of Beverly shall be _____ calendar days after Letter of Award.

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

(Name of person signing bid)

(Company)

In the event there is a discrepancy between the "written in words" price and the "written in numerals" price, the lower price shall prevail.

1. BID SUBMISSION REQUIREMENTS

- 1.1. All bids/proposals are to be delivered to the place specified and no later than the time specified on the Bid Form.
- 1.2. All bids and/or proposals shall be properly signed, enclosed in an envelope, sealed and plainly marked on the outside of the envelope, with bid name and number. An individual authorized to bind the bidder to the proposed contractual agreement shall sign the bid proposal.

1.3. Bid price proposals shall consist of the following:

1.3.1. Bid Proposal Form (Price Sheet)

1.3.2. Signed City of Beverly Collusion/Tax Certification Form

1.3.3. Bid Deposit (see below)

- 1.4. **A Bid Deposit in the amount of 5% of bid shall accompany every bid.** The Bid Deposit amount shall be 5% of the total bid price. The Bid Deposit shall be in the form of a bid bond, certified treasurer's check, or cashiers check made payable to the City of Beverly. Upon execution of the Contract, the Bid Deposit shall be returned to the Bidders.
- 1.5. **Submittal of payment bond, not required,** insurance certificate (to be provided after the award of contract).
- 1.6. **The City of Beverly reserves the right** to reject any or all bids, if it is in the public interest to do so, and to act upon the bids and make its award in any lawful manner. The City reserves the right to accept or reject a contractor's bid if the City feels the contractor is not qualified to complete the scope of work or for any other reason. Bids for this contract are subject to the provisions of Massachusetts General Laws M.G.L. Chapter 30, Section 39M.
- 1.7. **Experience.** The Manufacturer of the product(s) described in this invitation for bid shall have been in business for a minimum of five years, operating under the same name, performing work similar to that specified in the scope of work. If the Bidder is not the Manufacturer they must have been in business for a minimum of three years, operating under the same name, selling a product produced by a manufacturer who has been in business for a minimum of five years operating under the same name, performing work similar to that described in this invitation for bid.

1.8. Project Schedule:

Bid Documents available after 10:00 A.M. Wednesday, February 25, 2015 from the Department of Procurement and Contract Administration Room 24 Beverly City Hall 191 Cabot Street Beverly, MA 01915. Bids Due no later than Thursday, March 12, 2015 @ 11:00 A.M. in the office of the Department of Procurement and Contract Administration Room 24 Beverly City Hall 191 Cabot Street Beverly, MA

1.9 Questions:

Questions concerning this bid must be submitted in writing to: David Gelineau, email dgelineau@beverlyma.gov no later than 5 business days before the scheduled bid opening date and time. Questions may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all bidders on record as having a copy of the Invitation for Bid.

QUALIFICATION DATA

1) CONTRACT QUALIFICATION DATA

a) List the exact name of your firm.

b) How many years has your firm been in business under its present business name and business organization structure?

_____years

c) How many years has your firm been regularly and actively engaged , performing the type of work described in the specification.

_____years

Indicate below three (3) references that will serve to illustrate the ability of your firm to act as the primary contractor for the contract. References must be for jobs similar in size and scope as this job, where your firm was the primary contractor.

Client Name and Address

Contact Person and Telephone #

1.	
2.	
3.	

SIGNATURE OF AUTHORIZED INDIVIDUAL _____

15-001
Purchase of Four Door Assemblies

Section 08 014 23
Ultimate Clad 2 ¼" Inswing French Door and Ultimate Operable Awning Transom – Storm Plus IZ3

The intent of this specification is to obtain 4 (four) complete sets of double doors with operable transom as described further in the technical specifications and the attached drawing.

Installation will be by others.

Delivery will be to 148 Park St Beverly, MA 01915.

Doors shall be delivered no later than forty-two (42) calendar days after date of Letter of Award.

A full submittal will be required before confirming order to ensure specific dimensions and finished are provided.

The mention in the specifications of building manufacturer, equipment or material by brand name or by such specified description of same as is hereby made, is intended to convey to the bidder's understanding, the degree of excellence required. Any article, equipment, or material, which shall conform to the standards and excellence so established, and is of equal merit, strength, durability and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any building, equipment or material offered other than herein specified may be subject to a competitive demonstration and evaluation by the City of Beverly.

15-001
Purchase of Four Door Assemblies

Section 08 014 23
Ultimate Clad 2 ¼” Inswing French Door and Ultimate Operable Awning Transom – Storm Plus IZ3

Part 1 General

1.1 Section Includes

- A. Specification for Ultimate clad 2 ¼” Inswing French Door and frame and operable transom, complete with glazing, weather strip, hardware, insect screen, simulated divided lite, jamb extension, and specified anchors, attachment and accessories. Contract includes provision of four units described above.

1.2 References

- A. American Society for Testing and Materials (ASTM):
 - 1. E283: Standard Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors.
 - 2. E330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
 - 3. E547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic.
 - 4. E2190: Specification for Sealed Insulating Glass Units.
 - 5. C1036: Standard Specification for Flat Glass.
 - 6. E1996: Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Windborne Debris in Hurricanes.
 - 7. E1886: Standard Test Method for Performance of Exterior Windows, Curtain Walls, Door and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.
- B. American Architectural Manufacturer’s Association / Window and Door Manufacturer’s Association (AAMA / WDMA/CSA):
 - 1. AAMA/WDMA/CSA 101/I.S.2/A440-05: Standard/Specification for windows, doors, and unit skylights.
 - 2. AAMA/WDMA/CSA 101/I.S.2/A440-08: North American Fenestration, Standard/Specification for windows, doors, and skylights.
 - 3. AAMA/WDMA/CSA 101/I.S.2/A440-11: North American Fenestration, Standard/Specification for windows, doors, and skylights.

- C. WDMA I.S.4: Industry Standard for Water Repellent Preservative Treatment for Millwork.
- D. Window and Door Manufacturer's Association (WDMA): 101/I.S.2 WDMA Hallmark Certification Program.
- E. Sealed Insulating Glass Manufacturer's Association / Insulating Glass Certification Council (SIGMA/IGCC).
- F. American Architectural Manufacturer's Association (AAMA): 2605: Voluntary Specification for High Performance Organic Coatings on Architectural Extrusions and Panels.
- G. National Fenestration Rating Council (NFRC):
 - 1. 101: Procedure for Determining Fenestration Product Thermal Properties.
 - 2. 200: Procedure for Determining Solar Heat Gain Coefficients at Normal Incidence.
- H. Window Covering Manufacturer's Association
 - 1. A100.1 Standard for safety of corded window covering products

1.3 System Description

- A. Design and Performance Requirements:

Product	Air Tested to psf	Water Tested to psf	Structural Tested to psf	Certification Rating	Design Pressure (DP)	Overall Width		Overall Height		# of Panels
						in	mm	in	mm	
Clad Ultimate 2 1/4" Inswing French Door Storm Plus IZ3 60100 (XX)	1.57	8.25	82.5	LC-PG55-SHD	+55/-65	72 5/8	(1845)	86"		2
Clad Ultimate Casement Storm Plus IZ3 to match Ultimate French Door	1.57	9.75	97.5	CW-PG65-C	65	72 5/8	1845	19 1/8"		1

1. Units shall be designed to comply with WDMA certification per ASTM E 1996 and AAMA/WDMA/CSA 101/I.S.2/A440-05, 08 & 11.
2. Air leakage shall not exceed (\leq .3) cfm per square foot of overall frame when tested at 1.57 psf according to ASTM E283.
3. No water penetration when tested at (DP55-8.25) psf according to ASTM E547.
4. Units shall be designed to comply with ASTM E1996 for Wind Zone 3, Missile Level D impact and cycle (+DP55/-DP65) psf.
5. Units shall be designed to comply with ASTM E330 for structural performance, when tested to +82.5/-97.5) psf.

1.4 Submittals

- B. Shop Drawings: Submit shop drawings showing entire system, including but not limited to: Clad 2 1/4" Inswing French Door and frame and operable awning transom, complete with glazing, weather strip, hardware, insect screen, simulated divided lite, jamb extension, and specified anchors, attachment and accessories.
- A. Product Data: Submit catalog data for products described above.
- B. Samples:
 1. Submit corner section.
 2. Include glazing system, quality of construction and specified finish.
- C. Quality Control Submittals: Certificates: submit manufacture's certification indicating compliance with specified performance and design requirement under provision of section 01 33 23.

1.5 Quality Assurance

- A. Requirements: consult local code for IBC [International Building Code] and IRC [International residential Code] adoption year and pertinent revisions.

1.6 Delivery

- A. Deliver in original packaging and protect from weather

1.7 Storage and Handling

- A. Store door panel flat on a level surface in a clean and dry storage area above ground to protect from weather.
- B. Condition doors to local average humidity before hanging.

1.8 Warranty

Maximum available from manufacturer.

Part 2 Products

2.1 Manufactured Units

- A. Description: Factory assembled Aluminum Clad Wood 2 ¼" Magnum Inswing French Door – Storm Plus IZ3 and operable awning transom (2 units mullled) as manufactured by Marvin Windows and Doors, Ripley, Tennessee.

2.2 Frame Description

- 1. Interior: clear Vertical Grain Douglas Fir with factory applied clearcoat.
- 2. Kiln dried to moisture content no greater than twelve (12) percent at time of fabrication.
- A. Frame exterior clad with 0.050" (1.3mm) thick extruded aluminum
- B. Frame width: 6 9/16" (167mm) VIF prior to submitting bid.
- C. Frame thickness: 1 1/16" (27mm)
- D. Bronze fiberglass reinforced plastic (frp) sill 0.100" (2.5mm) thick, Mahogany interior sill liner.

2.3 Panel Description

- 1. Interior: Clear Mixed Grain Douglas Fir with factory applied clearcoat.
- 2. Kiln dried to moisture content no greater than twelve (12) percent at time of fabrication.
- A. Panel exterior clad with 0.055" (1.4mm) thick extruded aluminum
- B. Panel thickness: 2 ¼" (57mm)
- C. Top rail and stile width: 6" (152mm)
- D. Bottom rail height: 8 1/8" (206mm)
- E. Panel corners glued and fastened with 5/8" x 4 inch (16mm by 102mm) fluted hardwood dowels.

2.4 Glazing

- A. Select quality complying with ASTM C 1036. Shall comply with 16 CFR 1201 Safety Standard for Architectural Glazing Materials.

- B. Glazing Method: Insulating laminated annealed interior and tempered exterior
- C. Glass Type: Clear; Low-E pyrolytic coating on 3rd surface and argon gas fill.
- D. Glazing Seal: Wood interior glazing stops fastened with 1 1/2" (38mm) nails, sealed with silicone beads at perimeter

2.5 Finish

- A. Exterior: Aluminum Clad. Fluoropolymer modified acrylic topcoat applied over primer. Meets or exceeds AAMA 2605 requirements.
 - 1. Clad color options: Stone White
 - 2. Interior Finish Options:
 - 1. Factory applied water-borne acrylic enamel clear coat. Applied in two separate coats with light sanding between coats. Available on Pine, Mahogany, Vertical Grain Douglas Fir, Mixed Grain Douglas Fir, Cherry, White Oak.

2.6 Hardware

- A. Hinges: 316 Stainless Steel
 - 1. Door: 4 1/2" x 4 1/2" ball bearing hinges with square corner; Transom: standard configuration in 316 stainless steel.
 - 2. Four hinges on units less than 95 1/2" (2426mm); five on units over 95 1/2" (2426mm)
 - 3. Finish: US32D
- B. Door: Multi-point Handle Set: 316 Stainless Steel; Transom: standard configuration in 316 stainless steel.
 - 1. US32D
- C. Locking System: 316 Stainless Steel
 - 1. Active panel: Marvin exclusive concealed multi-point locking system. Stainless steel head and shoot bolts operated from lever set. One inch dead bolt.
 - 2. Inactive panel: Stainless steel head and shoot bolts operated from lever set.

2.7 Weather Strip

- D. Head jamb and side jambs to have two sets of bulb weather strip maintaining contact with door panels. Color: black
- E. Threshold to have bulb weather strip maintaining contact with bottom of panel. Color: black

- F. Vinyl panel drip applied to bottom rail. Color: black.
- G. Painted aluminum watershed and weep system at sill – color: bronze.

2.8 Jamb Extension

- A. Contractor to verify in field prior to submitting bid.
- B. Finish: Matches interior frame finish.

2.9 Insect Screen (Rectangular Inswing Units Only)

- A. Ultimate Swinging Screen (Rectangular Inswing Unit Only)
 - 1. Extruded aluminum swinging frame. Ultimate swinging screen with screen and glass insert shall match exterior clad frame color. Glass insert shall be clear, tempered.
 - 2. Fiberglass screen mesh with bronze Aluminum.
 - 3. Swinging screen has 4 hinges per panel and a factory installed Z-bar.
 - 4. Ovoid exterior / paddle interior handle.

2.10 Simulated Divided Lites (SDL)

- A. 5/8" (16mm) wide, with internal spacer bar.
- B. Muntins: Vertical Grain Douglas Fir
- C. Muntins adhere to glass with double coated acrylic foam tape.
- D. Pattern: Rectangular
- E. Finish: Match panel finish
- F. Sticking:
 - 1. Standard: Ovolo

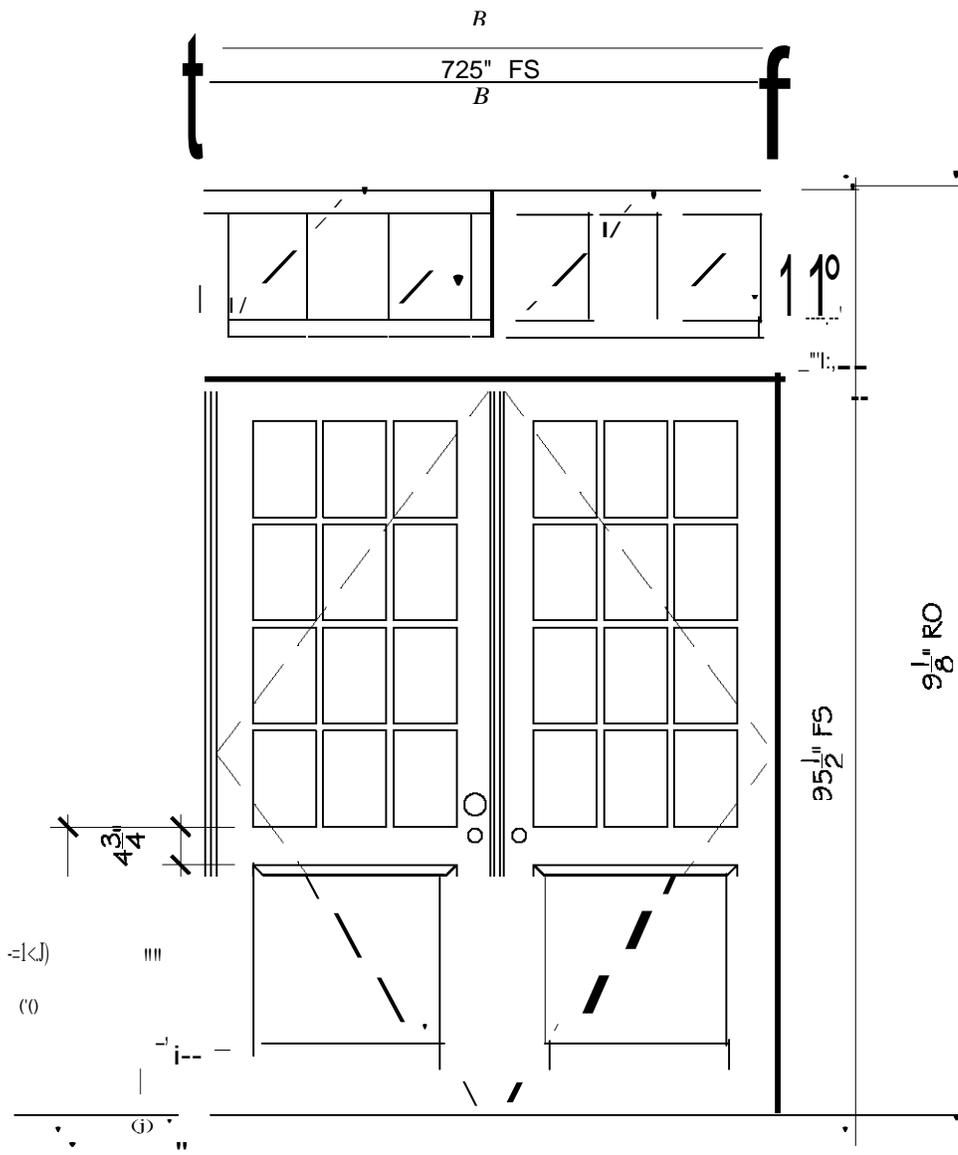
2.11 Accessories and Trim

- A. Installation and Hardware Accessories:
 - 1. Factory installed vinyl nailing/drip cap
 - 2. Installation brackets: Contractor to verify type and size to accommodate IZ3 requirements prior to submitting bid.

Part 3 Execution

NOT USED

End of Section



DI CUAWN - 2W ROTO
 CUJFD GOBOX LH
 SCALE: 1/2" = 1'-0"

AGREEMENT BY AND BETWEEN
THE CITY OF BEVERLY
AND
(CONTRACTOR)

This agreement made and entered into this (DATE OF AGREEMENT), by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, Michael P. Cahill and (Contractor / Address), the Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

(SUPPLY OR SERVICE) in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the City.

ARTICLE II. The City agrees to pay within thirty days receipt of an approved invoice.

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Vendor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent, may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the City of Beverly.

ARTICLE X. The Vendor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the City if it so requires and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Beverly

Contractor

Michael P. Cahill, Mayor

As to Appropriation:

Bryant Ayles, Finance Director



CITY OF BEVERLY
DEPARTMENT OF
PROCUREMENT & CONTRACT ADMINISTRATION
191 Cabot Street
Beverly, Massachusetts 01915

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

- A. The General Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.
- B. Contractor shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.
- C. Subcontracts: Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.
- D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

- F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.
- G. The Owner shall be named as additional insured under all policies.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$500,000/\$500,000/\$500,000

B. Contractor's Liability Insurance

The Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Work. Commercial General Liability Insurance must with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto). Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the Contractor, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

\$2,000,000 per occurrence Bodily Injury and Property Damage
\$2,000,000 per occurrence Personal Injury and Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.