

MAYOR
DAVID R. MARTIN



PURCHASING AGENT
BEVERLY A. AVENI
PHONE : (203) 977-4107
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CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
STAMFORD, CT 06904-2152

**SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE
PURCHASING DEPARTMENT, 888 WASHINGTON BLVD. STAMFORD, CT. 06901
BY THE DATE AND TIME OF BID OPENING
(REV: 12-2-13)**

BID NUMBER: S-6419	VENDOR NAME:
REQUESTING DEPARTMENT: PROJECT MANAGER:	ENGINEERING BUREAU DOMENIC TRAMONTOZZI - (203) 977-4863 Email: dtramontozzi@stamfordct.gov
DATE OF BID ISSUANCE:	APRIL 1, 2014
TITLE OF BID:	HVAC REPLACEMENT AT KT MURPHY ELEMENTARY SCHOOL MEDIA CENTER
DATE OF BID OPENING:	MAY 1, 2014
TIME:	11:00 A.M.
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 5% OF BID
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED:	YES (X) NO () 100% OF BID
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED: IF YES, AMOUNT REQUIRED:	YES () NO (X)

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE 1: MANDATORY PRE-BID WALK THROUGH: TUESDAY, APRIL 15, 2014 @ 10:00 A.M., AT KT MURPHY ELEMENTARY SCHOOL, 19 HORTON STREET (MEET AT FRONT ENTRANCE).

NOTE 3: BID DRAWINGS CAN BE PICKED UP FROM COUNTY REPRODUCTIONS, 39 BELDEN STREET, STAMFORD, CT 06902. TELE: (203) 348-3758; FAX: (203) 348-2654. A NON-REFUNDABLE FEE WILL BE CHARGED FOR THESE DOCUMENTS.

THE LOWEST RESPONSIBLE BIDDER MAY BE REQUIRED TO ATTEND A MEETING WITH CITY OFFICIALS PRIOR TO THE AWARDING OF THE BID CONTRACT.

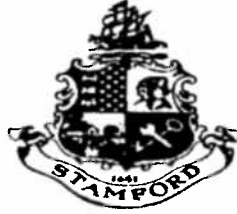


CITY OF STAMFORD, CONNECTICUT

IMPORTANT

Caution : The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

- 1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.**
- 2. The City is not responsible for the confidentiality of information transmitted over the Internet.**
- 3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification".**
- 4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.**



CITY OF STAMFORD, CONNECTICUT

NOTE

EFFECTIVE AUGUST 3, 2009, THE PURCHASING DEPARTMENT WILL NOT REQUIRE THE SUBMISSION OF A BID PACKAGE THAT INCLUDES BID SPECIFICATIONS AND CONTRACT DOCUMENTATION. THE FOLLOWING DOCUMENTS WILL BE REQUIRED TO SATISFY BID SUBMISSION MANDATES:

- 1) **NON-COLLUSION AFFIDAVIT (CONSTRUCTION BIDS ONLY)**
- 2) **BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**
- 3) **BID FORMS (ONE ORIGINAL AND ONE COPY)**
- 4) **PRICING SHEETS (ONE ORIGINAL AND ONE COPY)**
- 5) **ADDENDA ACKNOWLEDGMENT FORM (IF APPLICABLE)**
- 6) **TECHNICAL SPECIFICATIONS OR SPECIFICATION CHECKLIST (IF APPLICABLE - ONE ORIGINAL AND ONE COPY)**

THE PURCHASING AGENT RESERVES THE EXPRESS RIGHT, ON BEHALF OF THE CITY OF STAMFORD, TO WAIVE ANY/ALL TECHNICAL DEFECTS, IRREGULARITIES AND OMISSIONS IF THE BEST INTEREST OF THE CITY IS SERVED.

Effective: 8/1/09

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ :

COUNTY OF _____ :

S.S.: Date: _____

Personally appeared _____, as _____ of the above named firm, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief.

Notary Public

My Commission Expires: _____



CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152

BID No. S-



BIDDERS TAKE NOTICE!!!

- 1. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE CAN AND WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING CANNOT BE ACCEPTED.**
- 2. IF BIDDER USES COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.**
- 3. ALL BIDS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED SEALED ENVELOPE.**
- 4. OBLIGATION OF BIDDERS:**

AT THE TIME OF OPENING BIDS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES, AND TO HAVE READ AND MADE HIMSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO HIS BID.

EACH BIDDER MUST FULLY INFORM HIMSELF OF THE CONSTRUCTION AND LABOR CONDITIONS RELATING TO THE WORK WHICH IS NOW OR WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. INASMUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS WORK, EMPLOY SUCH METHODS OR MEANS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.

MAYOR
DAVID R. MARTIN



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CITY OF STAMFORD
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(Rev. 03-14-14)

GENERAL CONDITIONS

- Your bid is to be made F.O.B. Stamford, CT - including any/all delivery and unloading, if so required.
- The City of Stamford, as a municipal corporation in the State of Connecticut, is exempt from the payment of all taxes and none should be included in your bid.
- Bids shall be submitted on the proposal forms included and should be returned in a clearly marked envelope. Please be sure to fill in the bidder's name, address, etc. and the bid title and date of bid opening. Bid due dates are clearly stated on the bid cover sheet. If for any reason, the bid cover sheet is detached from the bid package, it will be the responsibility of the bidder to contact the City Purchasing Department to determine the actual bid due date.
- Bids received after the time and date indicated shall not be accepted and shall be returned unopened.
- Amendments and / or withdrawals to bids received shall not be allowed or accepted after the time and date of bid opening.
- Any verbal agreement or arrangement made by bidders with any City Agency, Employee, or Agent of the City shall be disregarded and have neither force nor affect upon the bid.
- The Purchasing Agent reserves the express right, on behalf of the City of Stamford, to waive any / all technical defects, irregularities and omissions if, the best interest of the City shall be served.

THE CITY OF STAMFORD RESERVES THE RIGHT TO REJECT ANY/ALL BIDS

No bidder may withdraw her/his/its bid for a period of **sixty (60) days** from the date of bid opening. Under no event or circumstances may a contractor withdraw a bid once the City has accepted the bid, so long as the City is diligent in proceeding towards the execution of a formal contract.

Any bid, which does not comply with or conform to the specifications contained herein, shall be rejected as non-conforming.

The successful bidder (hereinafter referred to as the Bidder) shall, at all times, guard the owner's property from any damage or loss caused by the execution of this bid and shall be solely liable for any damage or loss suffered as a result of the work itself - or non-completion thereof. The bidder shall, at the completion of the project, leave the project site in a condition acceptable to the City.

The bidder shall comply with all laws, ordinances, rules and regulations relevant to the completion of this bid and shall be solely responsible for the procurement of any/all requisite permits and compliance therewith.

The undersigned declare(s) that **I/WE AM/ARE** the only person(s) interested in this bid and that this bid is submitted without any connection with any other bidding entity. A further declaration is made that this bid price is fair and has been made without any aspect of collusion, price fixing or fraud. Further, that no employee or agent of the City of Stamford is directly or indirectly interested in any profits to be derived from the performance of this bid.

INQUIRIES:

All inquiries regarding this Bid must be in writing and must be postmarked or delivered at least **ten (10) working days** prior to the submission date and be addressed to the Project Manager identified on the front cover page of the Bid.

ASSIGNMENT:

The performance of the requirements of this bid shall not be assigned to a party not herein named without the express written consent of the City of Stamford. The Purchasing Agent shall only give such consent, for the purposes of this bid.

PERFORMANCE, PAYMENT AND MAINTENANCE BONDS (IF APPLICABLE):

If performance, payment and maintenance bonds are required for this bid as specified on the bid's Cover Sheet, the bidder shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to the City of Stamford. The surety bonds shall be in the form of traditional bonds or in the form of an irrevocable letter of credit drawn on a financial institution acceptable to the City, in amounts stipulated. Said surety bonds shall be for the faithful and proper performance of all persons/corporations performing work towards the acceptable completion of this contract. The face value of the performance bond shall be as noted on the bid's Cover Sheet. The face value of the maintenance bond shall be as noted on the bid's Cover Sheet or \$5,000.00, whichever is greater. The maintenance bond shall be for a period commencing upon the expiration of the performance bond and terminating twenty-four (24) months following completion and acceptance of the work by the City. Such maintenance bond shall be provided by the bidder to the City upon completion and acceptance of the work by the City. The cost of all such required surety bonds shall be borne entirely by the bidder. Said surety bonds shall be provided no later than **FIFTEEN (15) Calendar Days** from the date of **AWARD** of this bid.

The performance and payment bonds must both be underwritten by an insurance company licensed to do business in the State of Connecticut and currently listed in the Department of Treasury's Treasury Listing of approved Sureties (**MOST RECENT CIRCULAR**) and rated B+ or better by A. M. Best in the full stipulated amount of the contract.

BID DEPOSIT:

Bid deposits shall be made payable to the City of Stamford. Such deposit shall be in the form of a Bid Bond of Acceptable Surety, (see Performance Bonds); a Certified Bank Instrument or Postal Money Order. Any bid submitted without the required bid security shall be rejected as non-conforming.

PROJECT COMMENCEMENT:

Any project commencing without the proper authorization shall be declared "NULL" and "VOID" and no payment shall be authorized.

CLAYTON ACT:

The bidder offers and agrees to assign to the Public Body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. and Sec. 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the purchasing body awards or accepts such contract without further acknowledgment by the parties.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION; MINORITY BUSINESS ENTERPRISES

1) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State of Connecticut Commission on Human Rights and Opportunities ["the Commission"].

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor agrees to comply with each provision of Connecticut General Statutes Sections 46a-60 and 46a-60a, and with each regulation or relevant order issued by the Commission pursuant to the Connecticut General Statutes.

(b) The contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on the public works project encompassed by the Bid Documents.

"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: the contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

NONDISCRIMINATION ON THE BASIS OF SEXUAL ORIENTATION

(1) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of

sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and those employees is treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ["the Commission"] advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by said Commission pursuant to the Connecticut General Statutes.

ADMINISTRATIVE RECONSIDERATION (26.53(d)).

Within thirty (30) days of being informed by the City of Stamford that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following Reconsideration Official:

Director of Administration
City of Stamford
888 Washington Boulevard
Stamford, CT 06901

The Reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

INSURANCE REQUIREMENTS (IF APPLICABLE - SEE ATTACHED APPENDIX 1):

GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

SET-OFF:

Pursuant to Section 23-18.4.1 of the Code of Ordinances, the Contractor agrees that the City shall have the right to set-off or withhold any payment, or portion thereof, due the Contractor under this Agreement, for and up to the amount of any taxes, penalties, lien fees and delinquent interest that have been levied by the City against any property of the Contractor, both real and personal, provided such taxes owed by the Contractor are delinquent and have been delinquent for a period of not less than one year.

WRITTEN AGREEMENT:

The successful bidder will be required to enter into a written Agreement with the City of Stamford for the completion of this project. **A sample copy of the Agreement is attached and made a part of these conditions. The sample is for illustrative purposes only and the terms of the final contract may differ substantially.**

QUANTITIES:

The quantities shown are approximate and for comparison purposes only. The actual amounts purchased shall be predicated upon satisfaction of the City's needs. In addition, the City reserves the right to award on an item by item basis.

The City reserves the right, subject to mutual agreement with the successful bidder, to extend the terms of this bid, at the bid price, for a mutually agreed upon period of time.

PAYMENT:

The City's terms of payment are "**NET THIRTY (30) DAYS AFTER PRESENTATION OF INVOICE.**" No invoice will be paid until acceptance of goods ordered.

PROMPT PAYMENT TO SUBCONTRACTORS:

Your attention is called to the serious problem of delayed payments to subcontractors for work completed and for which payment has been made by this Department to the general contractor or consultant.

Section 49-41a and Section 49-41c of the Connecticut General Statutes require general contractors to pay their subcontractors within **THIRTY (30) DAYS** of having received payment by the City for work performed or materials furnished by such subcontractor. In turn, subcontractors have **THIRTY (30) DAYS** upon receiving payment from the general contractor to pay their subcontractors.

Therefore, it is vital that prompt payments be made in accordance with the spirit and intent of this law.

TERMINATION:

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

BID APPEAL AND HEARING PROCEDURES:

1. Any firm that believes the Bid process was unfair may appeal to the City. A letter stating reasons for appeal should be sent to the Director of Legal Affairs and the Purchasing Agent within five (5) calendar days of the Bid opening.
2. A hearing shall be conducted in accordance with C.G.,S. Section 4-176e through 4-181a, as amended, which are incorporated herein. The hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.
3. Where applicable, review of protests by the FTA will be limited to the City's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

WRITTEN PROTEST PROCEDURES:

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protester must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable any information received under such procedures shall be disclosed to the Federal Transit Administration ("FTA") and a protester must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term "contractor" means any person, firm or corporation which has contracted or seeks to contract with the City of Stamford.
3. The term "Hearing officer" shall mean a person appointed by the Mayor to hear and decide allegations made by any contractor relating to procurements hereunder.

NON-APPROPRIATION:

Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

ARTICLE IV. LABOR STANDARDS AND RESPONSIBILITIES5

5 Adopted 8-29-77 as Ord. No. 358.

Sec. 47-14. Hiring preferences.

A. In the employment of labor to perform the work specified in § 47-16A herein, preference shall be given to legal residents of the United States who are and continuously for at least three (3) months prior to their date of hire have been residents of the labor market area for the City of Stamford as established by the State Labor Commission under Section 31-52(b) of the Connecticut General Statutes, and if no such qualified person is available, then to legal residents who have continuously resided in the county in which the work is to be performed for at least three (3) months prior to their date of hire, and then to legal residents of the state who have continuously resided in the state at least three (3) months prior to their date of hire. Any contractor who knowingly and willfully employs any person in violation of any provision of this subsection shall be fined one hundred dollars (\$100.00) for each week or fraction of a week each such person is employed.

B. Each contract specified in § 47-16A herein shall contain the following provisions: "In the employment of labor to perform the work specified herein, preference shall be given to legal residents of the United States who are and continuously for at least three (3) months prior to their date of hire have been residents of the labor market area for the City of Stamford as established by the State Labor Commission under Section 31-52(b) of the Connecticut General Statutes, and if no such qualified person is available, then to legal residents who have continuously resided in the county in which the work is to be performed for at least three (3) months prior to their date of hire, and then to citizens of the state who have continuously resided in the state at least three (3) months prior to their date of hire."

Sec. 47-15. Compliance with provisions.

A. Every person or employer with three (3) or more persons in his employ, contracting with the City of Stamford for public or publicly aided construction as defined in § 47-16A, shall be deemed to have accepted the provisions of this section, and these provisions shall thereupon become part of the contract documents and shall be incorporated therein. In particular, during the performance of this contract, the contractor shall be deemed to agree as follows:

(1) The contractor, by itself or its agent, will not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, marital status, national origin, ancestry or physical disability, except in the case of a bona fide occupational qualification or need.

(2) The contractor will take affirmative action to make known that company's policy in this regard and to recruit and encourage all qualified persons to seek employment based on individual merit and to ensure that all qualified applicants are given employment and that employees are treated equally during employment without regard to their race, color, religious creed, age, sex, marital status, national origin, ancestry or physical disability. Such affirmative action and nondiscrimination shall be in respect to but not limited to the following: employment; terms and conditions of employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be approved by the Commission on Human Rights of the City of Stamford, setting forth the provisions of this nondiscrimination clause.

(3) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, age, sex, marital status, national origin, ancestry or physical disability.

B. Each labor organization supplying labor to or having a labor contract with a person covered by Subsection A of this section shall be deemed to have accepted the provisions of this section. In particular, such union shall be deemed to agree as follows:

(1) The union will not discriminate against any union member or employee or applicant for union membership or employment because of race, color, religious creed, age, sex, marital status, national origin, ancestry or physical disability, unless such action is based on a bona fide occupational qualification.

(2) The union will take affirmative action to make known its policy in this regard and to encourage and recruit all qualified persons to seek union membership and employment based on individual merit and to ensure that all qualified applicants are given union membership and employment and that members and employees are treated equally during union membership and employment without regard to their race, color, religious creed, age, sex, marital status, national origin, ancestry or physical disability. Such affirmative action and nondiscrimination shall be in respect to but not be limited to the following: union membership; employment; terms and conditions of employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the benefits of collective bargaining rights. The union agrees to post in conspicuous places, available to employees, its members and applicants for employment or union membership, notices in form approved by the Commission on Human Rights of the City of Stamford, setting forth the provisions of this nondiscrimination clause.

C. The Commission on Human Rights and/or the Director of Operations^{5.1} shall have the right to inspect and obtain copies of personnel, employment and other relevant records of contractors and membership and other relevant records of unions subject to this Article for the purpose of investigation to determine compliance.

5.1 Editor's Note--The position of Commissioner of Public Works was eliminated by referendum on 11-7-1995. The responsibilities previously held by the Commissioner of Public Works are now held by the Director of Operations. See Charter, Sec. C5-10-1.

D. Upon due notice to a contractor or a union concerning which there is reasonable cause to believe noncompliance has occurred or is occurring, the Commission on Human Rights is empowered to hold a public hearing to determine whether or not any of the provisions of this section have been violated. In the event it is found that a contractor has not complied with this section or with the nondiscrimination and affirmative action clauses of his contract, the Commission on Human Rights may cancel, terminate or suspend such contract in whole or in part and the contractor may be declared ineligible for further city contracts until such time as the Commission shall certify that the contractor is in compliance, and such other sanctions may be imposed and remedies invoked as provided by law or rule or regulation promulgated thereunder. In the event it is found that a union has not complied with this section, the Commission may direct it to take steps to achieve compliance or be disqualified from furnishing labor to contractors subject to this section, or such other sanctions may be imposed and remedies invoked as

provided by law or by rule or regulation promulgated thereunder.

E. The Commission on Human Rights is hereby authorized to adopt, publish, amend and rescind rules and regulations, consistent with and in furtherance of the provisions of this section, to subpoena witnesses and require the production of documents to the same extent as is authorized by Section 31-125 of the Connecticut General Statutes, as the same may be, from time to time, amended.

Sec. 47-16. Wage and hour provisions.

A. Each contract for the construction, alteration or repair of any public works project by the City of Stamford or for any construction, alteration or repair project financed or subsidized in any way by the City of Stamford, including any such construction contract toward which the City of Stamford makes any cash payment, payment of in-kind services or provision of land for construction thereon, and all contracts involved in any part of the official redevelopment plan of the City of Stamford where the plan requires the City of Stamford to furnish cash, noncash equivalents or credits, in-kind services or any other expenditure of city staff, money or material, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection H of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Stamford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

B. Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, alteration or repair of any public works project for or on behalf of the City of Stamford or in any building or construction project financed or subsidized in any way by the City of Stamford as defined in Subsection A at a rate of wage on an hourly basis which is less than customary or prevailing for the same work in the same trade or occupation in said City of Stamford, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund or, in lieu thereof, to the employee as provided by Subsection A, shall be fined not more than one hundred dollars (\$100.00) for each offense. In addition, if it is found by the Director of Operations that any mechanic, laborer or workman employed by the contractor or any subcontractor directly on the site for the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as required by this section, the Director of Operations may, by written notice to the contractor, terminate such contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the City of Stamford for any excess costs occasioned the City of Stamford thereby. The Director of Operations shall, within two (2) days after taking such action, notify the State Labor Commissioner in writing of the name of the contractor or subcontractor, the project involved, the location of the work, the violations involved, the date the contract was terminated and steps taken to collect the required wages.

C. The Director of Operations may make complaint to the proper prosecuting authorities for violation of any provision of Subsection B.

D. For the purpose of predetermining the prevailing rate of wage on an hourly basis and the amount of payment or contribution paid or payable on behalf of each employee to any employee welfare fund as defined in Subsection H and for establishing classifications of skilled, semiskilled and ordinary labor, the Director of Operations shall be guided by determinations made by the Labor Commissioner of the State of Connecticut under C.G.S. § 31-53(e). If such determinations are not available, the Director of Operations shall hold a hearing at any required time in order to make his own determination.

E. In accordance with Subsection D, the Director of Operations shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund as defined in Subsection H, and the agent empowered to let such contract shall include such rate of wage and such amount of payment or contribution paid to any

employee welfare fund or, in lieu thereof, the amount to be paid directly to each employee therefor as provided in Subsection A for all classifications of labor in the proposal for the contract. The rate of wage on an hourly basis and the amount of payment or contributions to any welfare fund, as defined in Subsection H, or cash in lieu thereof, as provided in Subsection A, shall at all times be considered as the minimum rate for the classification for which it was established.

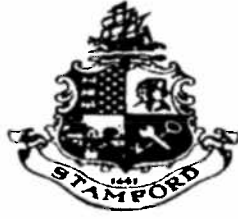
F. Each employer subject to the provisions of this section shall keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the project is employed during each workday and week in such manner and form as the Director of Operations establishes to assure the proper payments due such employees or welfare funds under this section.

G. The provisions of this section shall not apply where the total cost of all work to be performed by contractors and subcontractors in connection with any project covered by this section is less than five thousand dollars (\$5,000.00).

H. As used in this section, "employee welfare fund" means any trust fund established by one (1) or more employers and one (1) or more labor organizations to provide from moneys, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan, provided that such term shall not include any such fund where the trustee or all the trustees are subject to supervision by the Bank Commissioner of this state or any other state or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System; and "benefits under an employee welfare plan" means one (1) or more benefits or services under any plan established or maintained for employees or their families or dependents, or for both, including but not limited to medical, surgical or hospital care benefits; benefits in the event of sickness, accident, disability or death; benefits in the event of unemployment or retirement benefits.

Sec. 47-17. Statement of estimated value of work.

Any general contractor who bids on a job covered by § 47-16A above shall guarantee that he will directly perform at least thirty percent (30%) of the work with his own employees, and the apparent low bidder shall submit a letter so certifying and stating the portion of the work and the estimated value thereof that he proposes to do with his own employees.



CITY OF STAMFORD

PURCHASING DEPARTMENT
888 Washington Boulevard
Stamford, CT 06901-2152

ORDINANCE COMPLIANCE

THIS IS TO ACKNOWLEDGE AND CERTIFY THAT I/WE HAVE READ AND UNDERSTOOD CITY OF STAMFORD ORDINANCE NOS. 47-14 THRU 47-17 AND HEREBY CERTIFY THAT I/WE ARE IN TOTAL COMPLIANCE WITH SAME.

COMPANY NAME:

STREET ADDRESS:

CITY, STATE, ZIP:

TITLE OF PERSON
COMPLETING THIS FORM:

SIGNATURE:

DATE:

CITY OF STAMFORD

Bidders Information and Acknowledgment Form

<i>Bidder's Name</i>

<i>Street Address</i>

<i>City</i> <i>State</i> <i>Zip</i>

<i>Business Telephone:</i>

<i>Printed Name and Title of Individual Submitting Bid</i>

<i>The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.</i>	
<i>Signature</i>	<i>Date</i>

(PLEASE NOTE: THIS IS FOR CONSTRUCTION CONTRACTS – ORDINANCE 956)

PLEASE NOTE: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY, BASED UPON THE PARTICULARS OF THE SPECIFIC BID PACKAGE).

AGREEMENT

THIS AGREEMENT dated this _____ day of _____, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by DAVID R. MARTIN, its Mayor, hereunto duly authorized, and _____ with principal offices located at _____, hereinafter referred to as the "Contractor", acting herein by _____, its _____ duly authorized.

WITNESSETH

WHEREAS, the Contractor has submitted a Bid to the City, in response to the City's Bid No. S-_____, entitled _____.

WHEREAS, the City has accepted the Contractor's Bid for said work, pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in:

a. The specifications contained in the City of Stamford Bid No. _____, which is incorporated by reference herein;

b. The Contractor's bid that was submitted in response to the City of Stamford Bid No. _____, incorporated by reference herein.

2. COMPENSATION. The City shall pay as compensation to the Contractor for all of the goods and services set forth in Paragraph 1 of this Agreement, the total amount of _____ **DOLLARS (\$_____)**, based upon the unit prices quoted in its bid submitted to the City for Bid No. _____.

The total shall include all charges, direct costs, indirect costs, expenses, and fees of the Contractor. Said compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment, as required by the City's Code of Ordinances (hereinafter referred to as "the Code").

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work on the date of execution of this Agreement by both parties, and shall complete the work in a diligent and efficient manner no later than _____. It is agreed and understood that time is of the essence and that if the Contractor fails to complete the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse or the Contractor's breach of this Agreement.

4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Contractors and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Contractor's obligation to indemnify the City, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the City and continues at all times thereafter.

The Contractor shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Contractor's performance of this Agreement.

6. ASSIGNMENT. The Contractor shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. REPRESENTATION. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

9. INSURANCE. The Contractor shall provide and pay for such insurance as is more particularly described in the City's "Insurance Requirements" attached hereto as **APPENDIX 1**.

10. CHANGE ORDERS AND EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all change orders and contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with.

11. SET-OFF. Pursuant to Section 23-18.4.1 of the Code of Ordinances, the Contractor agrees that the City shall have the right to set-off or withhold any payment, or portion thereof, due the Contractor under this Agreement, for and up to the amount of any taxes, penalties, lien fees and delinquent interest that have been levied by the City against any property of the Contractor, both real and personal, provided such taxes owed by the Contractor are delinquent and have been so delinquent for a period of not less than one year.

12. SUBCONTRACTING. The Contractor is prohibited from subcontracting, unless it has obtained, in writing, the permission of the City to employ the specific subcontractors proposed to be used by the Contractor. Pursuant to Section 103.4 of the Code of Ordinances, the Contractor shall provide the city with the names and addresses of all proposed subcontractors at least five (5) business days prior to their employment. An agreement made in violation of this provision shall confer no rights on any subcontractor and shall be null and void.

13. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

14. INTERPRETATION In the event there is a conflict between this Agreement and the City's Bid Package, and/or the Contractor's Bid, the City shall have sole discretion to determine which provision shall govern.

15. RESPONSIBLE EMPLOYER OBLIGATIONS. Pursuant to Ordinance No. 958 of the Stamford Code of Ordinances, the Contractor shall comply with, and shall be responsible for the compliance of its subcontractors with:

1. the requirements of the 1996 Stamford Construction Jobs Agreement that contractors make every effort to employ qualified residents of Stamford at a targeted goal of twenty nine percent (29%) of the project's workforce, when available, which shall include a goal of that targeted percentage of one third (1/3) minorities and/or women;
2. all state and federal laws and regulations regarding prevailing wages;
3. all applicable state and federal laws and regulations, and the provisions of the Stamford Jobs Construction Agreement, regarding maintenance and participation in apprenticeship training programs;
4. all applicable state laws concerning employee health insurance;
5. All state and federal laws concerning classification of employees as employees rather than independent contractors; workers' compensation; unemployment taxes; and social security and income tax withholdings.

Any Contractor who fails to comply with subsections A through E of this Paragraph shall be subject to one or more of the following sanctions:

- a. Cessation of work on the project until compliance is obtained;
- b. Permanent removal from any further work on the project;
- c. Withholding of payment due under any contract or subcontract;
- d. Liquidated damages to the City in the amount of five percent (5%) of the dollar value of the contract.
- e. Exclusion from the performance of future work on behalf of the City of Stamford.

16. INSPECTION OF CONTRACT WORK. Pursuant to Section 103-8 of the Code, as a condition precedent to the release of any Performance Bond hereunder, the Contractor shall inspect the work performed under this Agreement within thirty (30) days of the completion thereof. The City will additionally perform its own independent inspection.

17. ACCEPTANCE OR REJECTION OF CONTRACT WORK. Pursuant to Section 103-9 of the Code as a condition precedent to the release of any performance bond required hereunder, immediately following the inspection of contract work conducted pursuant to Paragraph 16 hereof, the Contractor shall submit to the City an affidavit setting forth either acceptance of the work performed under this Agreement or an itemized list of work to be corrected, repaired, or replaced.

18. TERMINATION.

A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

1. If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
2. If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
3. If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

B. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

19. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

20. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

21. CITY CODE PROVISIONS. The provisions of the City of Stamford Code of Ordinances referenced herein can be found at www.municode.com.

22. PROOF OF PAYMENTS TO SUBCONTRACTORS. Upon receipt of any payment from the City, the Contractor shall pay each subcontractor and material supplier in proportion to the percentage of work completed by each subcontractor and material supplier. If for any reason, the Contractor receives less than the full payment due from the City, the Contractor shall be obligated to disburse on a pro rata basis those funds received, such that the Contractor, subcontractors and material suppliers each receive a prorated portion based upon the amount of the payment. Within fourteen (30) calendar days of the receipt of any payment from the City, the Contractor shall be required to submit a completed form contained in the City's Bid Specifications, entitled "Statement of Payments made by General Contractors to Subcontractors" to the Project Manager, Clerk of the Works, Staff Engineer, or other City employee or official directly supervising the work of the Contractor. Failure to timely submit such form to the City shall entitle the City to withhold future payments to the Contractor until such time as the form has been submitted to the City.

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

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Beverly A. Aveni
Purchasing Agent
Date:

By _____

David R. Martin, Mayor
Date:

CONTRACTOR

(Witness)

Date:

By _____

Date:

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

Ann Marie Mones
Risk Manager
Date:

B. Rosenberg
Asst. Corp. Counsel
Date:

STATEMENT OF PAYMENTS
MADE BY GENERAL CONTRACTOR
TO SUBCONTRACTORS

(Bid No: S-6419)

Pursuant to the Agreement of the parties, this form must be submitted to the City within thirty (30) calendar days of the receipt of any payment from the City.

1. Federal Employee Identification No. Social Security No.

_____ - _____ - _____

2. Name

3. Address

4. Contractors' Total Gross Receipts from City of Stamford: _____

5. Payments to Subcontractors :

Name and Address:

Employer ID No.

_____ - _____ - _____

Amount of Payment: \$ _____

Date of Payment: \$ _____

Name and Address:

Employer ID No.

_____ - _____ - _____

Amount of Payment: \$ _____

Date of Payment: \$ _____

Name and Address:

Employer ID No.

_____ - _____

Amount of Payment:\$ _____

Date of Payment:\$ _____

Name and Address:

Employer ID No.

_____ - _____

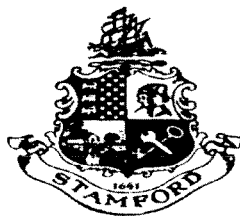
Amount of Payment:\$ _____

Date of Payment:\$ _____

ACKNOWLEDGEMENT

Personally appeared before me at _____, this _____ day of _____
_____, as _____ of _____, who affirmed under oath
that the foregoing information is true and accurate.

NOTARY PUBLIC
My Commission Expires: _____



THE CITY OF STAMFORD

**REQUEST FOR BIDS
FOR**

BID No S-6419

**HVAC REPLACEMENT
AT
KT MURPHY ELEMENTARY SCHOOL MEDIA CENTER**

**CITY OF STAMFORD
ENGINEERING BUREAU
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901**

GENERAL INFORMATION

1. INTRODUCTION

This Bid Specification was prepared to solicit sealed bids on behalf of the City of Stamford Engineering Bureau from qualified responsible contractors for HVAC replacement in the Media Center at KT Murphy Elementary School, located at 19 Horton Street. Services shall include replacement of the rooftop unit, VAV boxes, ceiling tiles, light fixtures and controls. The terms “bidder” and “contractor” are used interchangeably in this document.

2. ISSUING OFFICE

This Bid is being issued by the Purchasing Department, on behalf of the Office of Operations, Engineering Bureau, City of Stamford, hereinafter referred to as the “City.”

3. REJECTION OF BIDS AND SELECTION OF OPTION

The City reserves the right, for any reason, to refuse any and all bids submitted under these bid specifications. The City also reserves the right to select the option that it believes is the most beneficial to the City of Stamford.

4. ADDENDA TO BID

Amendments to this Bid may be necessary prior to the closing date and will be furnished to all prospective bidders.

5. BASIS OF AWARD

An award will be made to the lowest, responsible, qualified bidder in compliance with the specifications, as applicable.

6. SUBMISSION OF BIDS

All sealed bids should be submitted to the City of Stamford’s Purchasing Department no later than May 1, 2014, at 11:00 A.M. at the address listed below:

Beverly Aveni, Purchasing Agent
Purchasing Department
City of Stamford
888 Washington Boulevard
Stamford, CT 06901
Telephone: (203) 977-4107

YOU MUST IDENTIFY THE BID TITLE AND BID NUMBER ON THE ENVELOPE THE BID IS SUBMITTED IN.

Late bids will be rejected.

PLEASE NOTE THAT A MANDATORY PRE-BID WALK THROUGH IS SCHEDULED FOR TUESDAY, APRIL 15, 2014, AT 10:00 A.M., AT KT MURPHY ELEMENTARY SCHOOL, 19 HORTON STREET (MEET AT FRONT ENTRANCE).

7. INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES

By submission of its offer the bidder certifies that in connection with this procurement:

- A. The costs in the offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor;
- B. The bidder agrees that the prices quoted in this proposal will not change for a period of one hundred twenty (120) days after the receipt at the Purchasing Department of their bid;
- C. Unless otherwise required by law, the costs that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other bidder or to any competitor;
- D. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restrictive competition; and
- E. No elected or appointed officials or employees shall benefit financially or materially from any contract that may result from the procurement.

8. AVAILABILITY OF FUNDS

The contract award under this Bid Specification is contingent upon the availability of funding to the Office of Operations for this project. In the event that funds are not available for any reason, any contract resulting from this Bid may become void and of no force and effect.

9. TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY

Performance under any contract resulting from this Bid may be terminated by the City whenever:

- A. The contractor shall default in performance of its contract and shall fail to correct such default within the period specified by the contracting office in a notice specifying default; or
- B. The contracting office shall determine that termination is in the better interest of the Office of Operations and/or of the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective. Under certain circumstances the City may be prepared to consider reimbursing the contractor for appropriate documented expenditures, in the event of such termination.

10. AMBIGUITY IN THE BID SPECIFICATION

Prior to submitting their bid, the contractor is responsible to bring to the City's attention any ambiguity in this Bid Specification. Not to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity that should have been noted by a prudent contractor.

11. CONTRACT AGREEMENT

The selected bidder will be required to sign a formal written contract agreement with the City of Stamford. Refusal on the part of the bidder to sign this contract will result in forfeiture of their bid deposit.

12. INSURANCE REQUIREMENTS

The selected bidder will be required to deliver an insurance certificate in amounts and terms as noted in this bid document to the Risk Manager of the City of Stamford.

13. BID DEPOSIT

Bids must be accompanied with a bid bond or certified check, payable to the City of Stamford, in the amount of five percent (5%) of the bid price. The bond or check of the selected bidder shall be retained by the City until the bid is awarded and a contract is fully executed and all required insurance certificates are delivered to the City's Risk Manager. Bonds and checks received from the unsuccessful bidders, unless forfeited, will be returned within a reasonable time of proposal submission.

14. PERFORMANCE GUARANTEE

The selected bidder shall, prior to the signing of the contract, furnish the City a Letter of Credit or an executed Performance, Maintenance and Payment Bond issued by a surety company authorized to do business in the State of

Connecticut, both subject to acceptance by the City's Risk Manager, and to be in force for the duration of the contract. The bond shall represent 100% of the contract price.

15. PAYMENT OF INVOICES

Invoices are subject to acceptance and approval by the City of Stamford in accordance with certification made by the Office of Operations on the basis of consistency with the contract.

16. INFORMATION ON BIDDERS' BACKGROUND

In addition to the specific information required to be submitted in direct response to this procurement, the City of Stamford reserves the right to request certain additional information from any/all bidders, such as Dunn & Bradstreet reports, certified financial statements, lists and details on equipment and other important and necessary information and documents that will serve the best interest of the City, in the opinion of the Purchasing Agent and/or Director of Operations, in determining the capabilities of a contractor.

17. SUB-CONTRACTING OR TRANSFER OF CONTRACT AFTER CONTRACT SIGNING

No portion of or the total awarded contract shall be sub-contracted or transferred to any other company or individual by the contractor without the prior written approval by the City of Stamford. The City has the right to disapprove of such sub-contracting or transfer if it feels that it is not in the best interest of the City.

18. NON-PERFORMANCE PENALTY

The City shall promptly notify the contractor, in writing, of any non-performance activity on the part of the contractor. The contractor shall be required to immediately comply with the request of the City. If the contractor fails to comply within 48 hours, the City has the right to terminate the contract and collect the performance bond and/or claim damages and proceed with other legal action against the contractor. Failure of the City to give such notice shall not compromise or diminish the City's rights to give such notice in the future.

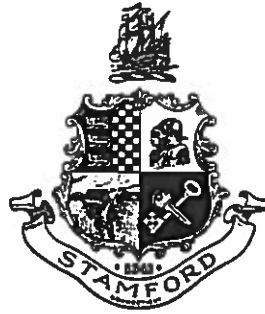
Scope of Work

The City of Stamford Engineering Bureau is seeking competitive bid proposals for HVAC replacement in the Media Center at KT Murphy Elementary School, located at 19 Horton Street. The scope of work is delineated in the specifications provided for this project.

For technical questions concerning this bid please contact:

Domenic Tramontozzi
City of Stamford
Engineering Bureau
888 Washington Boulevard
Stamford, CT 06901
203-977-4863
dtramontozzi@stamfordct.gov

All inquiries will be responded to through the Purchasing Department in the form of Addenda.



THE CITY OF STAMFORD

REQUEST FOR BIDS

FOR

MEDIA CENTER HVAC UPGRADES

AT

KT MURPHY ELEMENTARY SCHOOL

19 HORTON STREET

STAMFORD, CT 06902

**CITY OF STAMFORD
ENGINEERING BUREAU
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901**

Introduction

Provide for the selected demolition and upgrade of the HVAC system serving the media center and other related areas, as well as all other specified and related work at the “fully occupied” KT Murphy Elementary School, located 19 Horton Street.

Scope of Work

Services provided under the Base Bid shall include, but not be limited to providing fully operational, code-complaint products and services: Temporary services & utilities for a fully occupied facility, minimum two (2) lockable temporary onsite 40’ storage trailers (with power liftgates and can be relocated from the front of the school for loading/unloading and the upper rear parking lot for storage) to be used by the school to house selected moveable furnishings for safeguarding during construction, a new gas fired rooftop HVAC unit with DDC controls interfacing with an existing Noresco/Johnson Controls Ethernet backboned DDC Control system (including a \$6500.00 allowance to provide smoke exhaust & smoke purge operations for the new rooftop HVAC unit in addition to what is to be provided in the base-building DDC control specifications), modification and upgrade to the existing rooftop ductwork to also add a service platform, new gas supply line up to the roof to serve the new HVAC unit, selected replacement of the rooftop ductwork sheetmetal with sheetmetal accessories, modification/ upgrade to existing electrical power to support the new HVAC unit, and all related work. Additional provision will be made in the exterior portion of the building for a split air conditioning system with all related accessories and work for a selected identified exterior area (roof) as specified on plans and specs.

On the building’s interior, fully operational, code-complaint products and services provided shall include, but not be limited to: temporary services & utilities for a fully occupied facility, demolition and removal of the existing ceilings with replacement by a new architectural drop ceiling system, selected replacement of existing and new upgraded sheetmetal ductwork with sheetmetal accessories, new VAV boxes with Johnson Metasys DDC Controls interfacing with an existing Noresco/Johnson Controls Ethernet backboned DDC Control system, selected new replacement fluorescent lighting fixtures, modified or new electrical power as required for all new or modified equipment & fixtures, new gas piping transitioning up to the new gas fired rooftop HVAC unit, and all related work. Additional provision for the interior portion of the building shall be made for a split air conditioning system with all related accessories and work for a selected identified interior area (server room) as specified on plans and specs.

Fully operational, code-complaint products and services provided under the Add/ Alternate #1 shall include, but not be limited to providing that the selected new lighting fixtures are upgraded from fluorescent to L.E.D fixtures, including all related work.

The contractor shall be required to review all contract documents for the complete scope of this project.



GENERAL SPECIFICATIONS

KT MURPHY ELEMENTARY SCHOOL

MEDIA CENTER HVAC UPGRADES

CITY OF STAMFORD, CONNECTICUT

GENERAL SPECIFICATIONS

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CITY OF STAMFORD, CONNECTICUT

GENERAL SPECIFICATIONS

1. BIDS:

Bids, as stated in the "Bid Sheet", will be compared on the basis of the sum of the quantities multiplied by respective unit prices, added to lump-sum and allowance/estimated prices.

In the event that there is a discrepancy in the bid sheet between the lump-sum, allowance/estimated or unit prices written in words and figures, the prices written in words shall govern.

The City agrees to examine and consider each bid submitted in consideration of the Bidder's Agreements, as hereinabove set forth in the Bid Sheet.

NOTE: Any/all reference to "he/him" shall be taken to mean "his/her/its".

Bids must be received no later than the date advertised at 11:00 a.m., at which time they will be publicly opened and recorded. Bids must be submitted to:

City of Stamford, Purchasing Department

888 Washington Blvd., 10th floor

Stamford, CT 06901

ATTN: Beverly Aveni, Purchasing Agent

Please refer to the bid advertisement to see if there is a scheduled mandatory or non-mandatory site visit or walk-through prior to bid at the project site.

2. OBLIGATION OF BIDDERS:

At the time of opening of bids, each bidder shall be presumed to have inspected the sites, and to have read and made himself thoroughly familiar with the Plans and Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

Each bidder must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor and materials necessary to carry out the provisions of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

The successful bidder must furnish a field and office organization chart and equipment list to be used on the job to demonstrate that he has the capability to perform the work prescribed for this project and shall furnish the City all other information and data requested on the form provided for this purpose; such submission to be made prior to construction startup.

The Contractor shall supply a foreman full time on the job. Such foreman must be satisfactory to the City of Stamford. Failure to comply shall be cause for breach of contract.

The Contractor's normal sequence of operation in performing the work under the terms of this contract shall be varied at the direction of the City of Stamford, so that priorities can be given in critical areas such as schedule, right-of-way, clearance and other City commitments, either present or future.

The Contractor shall file an appeal to the Director of Operations if the sequence of operation in performing the work is varied by the City in a manner that is unacceptable to him.

The Contractor shall have no claim against the City for damages or extra compensation on account of delays in execution of the work or delays in making the construction site available to the Contractor.

3. CONTRACT DOCUMENTS:

Whenever the term "Contract Documents" is used herein, it shall include the Agreement, Information to Bidders, General Specifications, Bid Documents, Technical Specifications, Special Notes, Addenda, and Project Plans, including all modifications thereof incorporated in the documents before their execution.

4. DIRECTOR OF OPERATIONS:

The Director of Operations of the City of Stamford, Connecticut, is the authority under whom all public works are performed. Hereinafter when the word "Engineer" is used, it is hereby interpreted to include the authority of the Director of Operations, as well as the City Engineer.

5. CITY ENGINEER:

The City Engineer will represent the City of Stamford, Connecticut, and shall have complete charge of all work involved. Hereinafter where the word "Engineer" appears it shall mean the City Engineer or his duly authorized representatives performing their usual duties, i.e. clerk of the works, etc.

6. CONTRACTOR:

Party of the second part to the contract, acting directly or through his agent or employees.

7. SUB-CONTRACTOR:

Any individual, firm, partnership or corporation to whom the Contractor sub-lets or assigns any part or parts of this project covered by this contract.

8. NOTICE:

The term "notice" as used herein shall mean and include written notices.

Written notice shall be deemed to have been served, when deposited in a United States Mail Box to or at last known business address of the person, firm or corporation for whom intended, or to his or their or its duly authorized agent, representative or office, or enclosed in a postage prepaid wrapper or envelope addressed to such person or firm or corporation at his or their or its last known business address.

9. TIME IS OF THE ESSENCE:

Time is of the essence for this contract and as execution of the work may inconvenience property owners, vehicular traffic, pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also the cost of City administration and supervision of construction, will be increased as the time occupied in the work is lengthened, and the deprivation to the residents of the City of the needed improvement on herein contract may cause damages to the City.

In the event the Contractor fails to perform the work in a timely manner due to the Contractor's poor planning, financial status, errors in construction or any other reason directly attributed to the Contractor's circumstances, the City may institute default proceedings against the Contractor to recover damages and losses. Any payments due the Contractor may be withheld pending final determinations, and the bonding company for the performance of the work on this contract may be notified of impending actions that may be warranted.

If any delay is imposed on the Contractor by specific orders of the Engineer, ie; to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the Contract Documents), material or labor strikes, acts of God, etc., such delay will entitle the Contractor to an equivalent extension of time.

When extra or additional work is ordered by the Engineer, the Contractor will be allowed an extension of time expressed in days as determined by the City Engineer. The Contractor shall submit a written request for an extension of time, along with reasons for the request. A written response will be transmitted to the Contractor with a determination by the City as to whether or not an extension of time will be granted. This shall be done in accordance with the provisions of the Stamford Code, Article II, Purchasing, Section 23-18.4, Contracts.

10. COMMENCEMENT OF WORK:

The Contractor shall commence work on the day specified in the order by the Engineer, as the date of such commencement; and shall fully complete the work within the number of consecutive calendar days from said date as hereinafter specified as the period for completion of his contract, unless such period shall be extended as hereinafter provided by the City.

11. BLANK FORM FOR BID:

All bids must be written or typed upon the blank form for "Bid Sheet," and must state the proposed price of each item of the work, both in words and in figures, and must be signed by the bidder with his business address.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the City, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

12. WORKING HOURS AND HOLIDAYS:

The Contractor shall perform no work during the City of Stamford employees' holidays nor before or after the City's normal working hours. The above restrictions may be amended with the approval of the Director.

The normal working hours of the City are Monday through Friday, 8:00 a.m. to 4:00 p.m.

THE OFFICIAL CITY OF STAMFORD HOLIDAYS ARE:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Eve - 12 Noon to day's End
Christmas Day

13. GUARANTEE MAINTENANCE BOND:

The Contractor shall secure a maintenance bond with a company which shall have been approved by the Director of Legal Affairs of the City of Stamford, guaranteeing his work in all phases of construction for a period of two (2) years from the date of acceptance by the City. This bond shall also cover all damages due to trench settlement.

Unless noted otherwise on the Purchasing Department's Bid Cover Sheet, the face value of the maintenance bond shall be 10% of the base bid of contracts. For contracts less than \$50,000, the face value shall be \$5,000.00.

The Contractor shall leave the work in perfect order at completion, and neither the final certificate of payment nor any other provision of the contract shall relieve the Contractor of the responsibility for negligence, for faulty materials or workmanship within the extent and period as herein provided. Upon written notice he shall remedy all defects due thereto and pay all expenses for any damage to other work resulting there from.

14. ADDITIONAL OR SUBSTITUTE BOND:

If at any time the City becomes dissatisfied with the performance bond as issued by the present surety or sureties, or if for any other reason such bond shall cease to be adequate surety to the City, the Contractor shall within five (5) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the City.

The premium on such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until new sureties shall have qualified.

15. POWER OF ATTORNEY:

Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bond.

16. QUALIFICATIONS FOR EMPLOYMENT:

No person under the age of sixteen (16) years and no person currently serving sentences in a penal or correctional institution shall be employed to perform any work on the project under this contract.

No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health and safety of others shall be employed to perform any work on the project under this contract.

Provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employed where such persons may be safely assigned to work, which they can ably perform.

There shall be no discrimination because of race, creed, color or political affiliation in employment of persons for work on the project under this contract.

17. PAYMENT OF EMPLOYEES:

The Contractor and each of his subcontractors shall pay each of his employees engaged in the work on the project under this contract in full (less deductions made mandatory by law) in a timely and routine manner.

18. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of all persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed.

Reference is hereby made to Occupational Safety and Health Administration standards as described in OSHA 2206, 1983 or latest edition or revision thereof

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of "Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

19. INSPECTION:

The Engineer or his authorized representative shall be permitted to inspect the work, materials, payrolls, records of personnel, invoices of material and other relevant data and records of this contract.

20. PAYMENTS:

The City's terms of payment are Net 30 Days after approval of invoice. No invoice will be paid until acceptance of goods ordered. By the fifth (5th) day of each month application for payment must be submitted by the Contractor to the City's designated field representative, for verification and approval of quantities and costs incurred during said pay period. Only upon approval by designated representative will payment be forwarded for processing.

The City shall retain five per centum (5%) of each estimate until final completion and acceptance of all work covered by this contract.

21. GENERAL SPECIFICATIONS "(OR EQUAL CLAUSES)":

Whenever in this contract or specifications, a particular brand or make of material, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard unless otherwise specified.

If three or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the others.

When in the opinion of the Engineer, or his authorized agent, any other brand, make of material, device or equipment is recognized as equal to that specified, considering quality, workmanship and economy of operation, and suitable for the purpose intended, it will be accepted.

In the opinion of the Engineer and the City's duly authorized agents, all material and workmanship shall in every respect be in accordance with what is in conformity with approved modern practice.

Whenever the plans, drawings, specifications, other contract documents, or the quality of the work, admit of doubt as to what is permissible, the interpretation will be made by the Engineer, as to which is in accordance with approved modern practice, in order to meet the particular requirements of the contract.

In all cases, new material shall be used unless this provision is waived with a special written notice by the Engineer.

22. INSPECTION AND TESTS:

All material and workmanship (if not otherwise designated) shall be subject to inspection, examination and tests, by the Engineer, or his duly authorized representatives, at any and at all times during the manufacture and/or construction, and at any and all places where such manufacture or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and material necessary to make tests so required, safe and convenient.

Special full size and performance tests shall be conducted as described in the specifications.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable any examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials.

If such work is found to be defective in any material respect, due to material or faulty construction by the Contractor, or any subcontractor, or if any work shall be covered over without approval of the engineer (whether or not the same shall be defective) the Contractor shall be liable for the expense of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and if such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the extent of such examination and reconstruction in the manner herein provided for the payment of the cost of "EXTRA WORK."

23. COSTS AND TESTS:

The selection of Bureau Laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the direction of the Engineer.

If inspection, tests, analysis of the materials or equipment, should disclose that said material or equipment requires rejection, then the cost of said inspection, test analysis shall be borne by the Contractor and said cost shall be deducted from the Contractor's current estimate by the Engineer. If supplies, material or equipment shall be found acceptable, the cost of said inspection, tests or analysis shall be borne by the City.

24. PROTECTION OF WORK AND PROPERTY:

The Contractor shall at all times safely guard the City's property from injury or loss, in connection with this contract.

He shall at all times safely guard and protect his own work and that of adjacent property from damage.

The Contractor shall replace and make good any such damage, loss or injury. All passageways, guard fences, lights and other facilities required for protection by local conditions must be provided and maintained.

25. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY:

In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act without previous instructions from the Engineer, as he sees fit.

He shall notify the Engineer immediately thereafter of any compensation claimed by the Contractor due to such extra work, and shall submit same to the Engineer for approval. When the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work, or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer to prevent such threatened injury or damage.

26. CERTIFICATE OF COMPLETION:

Upon completion of all work whatsoever required, the Engineer shall file a written certificate with the Director of Finance and the Contractor, for the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof.

27. FINAL PAYMENT:

Within thirty days of filing a certificate of completion, the City shall pay to the Contractor the amount therein stated, less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments, including those

relating to extra work, shall be subject to correction by this present payment, which throughout this contract is called the FINAL PAYMENT.

28. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the Contractor of the final payment, shall be and shall operate as a release to the City of all claims and of all liability to the contract or for all things done or furnished in connection with this work, and for every act and neglect of the City and others relating to or arising out of this work, accepting the Contractor's claim for interest upon the final payment, if the payment is improperly delayed.

No payment, however, final or otherwise, shall release the Contractor or his sureties from any obligation under this contract or of the performance bond.

29. SUB-SURFACE STRUCTURES:

All sub-surface structures and public utility lines have been located as far as possible, as indicated on the plans and information obtained from the respective utilities.

The City does not assume the responsibility for the accuracy of this information.

30. SUB-SURFACE CONDITIONS:

Bidders are notified that it is obligatory for them to obtain all the information they require as to the existing physical conditions relative to the work and in particular to sub-surface conditions---NOR SHALL THE CITY BE HELD LIABLE FOR ANY ADDITIONAL COST TO THE CONSTRUCTION WHICH MAY RESULT DUE TO THESE CONDITIONS, and each bidder in bidding must rely exclusively upon his own investigation and that he makes this bid with the full knowledge of the kind, quality and quantity of work required.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the City, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

31. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or sub-contractor, subject to any chattel mortgage or under any conditional sale or other agreement for which interest is retained by the seller.

32. SUPERINTENDENCE BY CONTRACTOR:

The Contractor shall employ a project superintendent who shall be present full time at the site of the work and who shall have full authority to act for the Contractor.

The Contractor shall employ a project foreman who shall be in attendance at the work site during working hours.

It is understood that such representative shall be acceptable to the City and shall be one whose experience and length of service in this particular kind of work warrants his ability to perform the duties entailed to the satisfaction of the Engineer, and who can continue in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

The Engineer reserves the right of investigation to satisfy the City that the appointed superintendent is properly qualified to carry out the obligations entailed to perform the work herein contemplated in the plans and specifications and directions.

33. REPRESENTATIONS OF CONTRACTORS:

The Contractor represents and warrants:

- a). That he is financially solvent and that he is experienced in and competent to perform the type of work, or to furnish plant and equipment materials and supplies.
- b). That he is familiar with all Federal, State and Municipal laws, ordinances and regulations, which in any way may affect the work of those employed therein.
- c). That he has carefully examined the plans and specifications and the site of the work, and that from his own investigation he has satisfied himself about the nature and location of the work, character, quality and quantity of the surface and sub-surface materials likely to be encountered, as well as the character of equipment and other facilities needed for the performance of the work, the general local conditions and all other conditions which may in any way affect the work.

34. PATENT RIGHT:

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties required in respect to the work or any part thereof, and will fully indemnify the City for any loss on account of infringement of any patent rights.

35. PERMITS AND REGULATIONS:

The Contractor shall procure and pay for all permits and licenses necessary for the execution of his work.

The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work.

36. CORRECTION OF WORK:

All work, all material, whether incorporated in the work or not, all processes of manufacture and all methods of construction, shall be at all time and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purpose for which they are used.

Should they fail to meet the approval of the Engineer they shall be forthwith reconstructed, made good, replaced and corrected, as the case may be, by the Contractor, at his own expense.

Rejected material shall immediately be removed from the site.

Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged material, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract, the compensation to be paid to the Contractor hereunder, shall be reduced by such amount which the Engineer deems equitable.

The Contractor expressly warrants that his work shall be free from any defects in material or workmanship, and agrees to correct any such defects which may appear within the maintenance period, following final completion of work.

Neither acceptance of the completed work, nor payment thereof, shall operate to release the Contractor or his sureties from any obligation under or upon this contract or the performance bond.

37. STATEMENT SHOWING AMOUNT DUE FOR WAGES, MATERIAL AND SUPPLIES:

With each application for payment under this contract, the Contractor and every subcontractor shall deliver to the City a written verified statement in a form satisfactory to the City, showing in detail the amounts then due and unpaid by such Contractor or subcontractor, to all laborers for daily or weekly wages, men employed by him under the contract for performance of work at the site thereof, or to other persons for material and equipment delivered at the site of the work.

The term "laborers" as used herein, shall include workmen and mechanics.

38. CITY RIGHT TO WITHHOLD PAYMENTS:

The City may withhold from the Contractor as much of any approved payment due him, as the City deems necessary.

1st. To assure the payment of just claims due and unpaid of any person supplying labor or materials for the work.

2nd. To protect the City from loss due to defective work not remedied.

or

3rd. To protect the City from loss due to injury to persons or damage to work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.

The City shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the City may deem proper, to satisfy such claims or to secure such protection.

Distribution of such money shall be considered as payments for the amount of the Contractor.

39. CITY RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the Contractor shall be adjudged bankrupt, an assignment shall be made for the benefit of creditors. A receiver or liquidator shall be appointed for the Contractor and for any of his property. The Contractor shall be dismissed within twenty (20) days after such appointment. The proceedings in connection therewith shall not be stayed within the said twenty (20) days. If the Contractor shall refuse or fail after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or if the Contractor shall fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or duly authorized extension thereof) or shall fail to complete the work within said period, or if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or if the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of this contract, then in any such event, the City without prejudice to any other right or remedy, may give seven (7) days notice to the Contractor, to terminate the employment of the Contractor. The Contractor shall lose the right to proceed either for the entire work or (at the option of the City) for any portion thereof on which delays shall have occurred. The City may as it deems expedient take possession of the work and complete it by contract or otherwise.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder, shall exceed the expense of so completing the work (including compensation for additional managerial administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the City for such excess.

If the right of the Contractor to proceed with the work is so terminated, the City may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work, and necessary therefore.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months, without act or fault of the Contractor or any of his agents,

servants, employees, or subcontractors, the Contractor may upon ten (10) days notice to the City of Stamford, discontinue his performance of the work and/or terminate the contract.

40. USES OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor undertakes at his own expense:

- a). To take every precaution against injuries to persons or damage to property.
- b). To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work.
- c). To place upon the work area or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- d). To frequently clean up all refuse, rubbish, scrap material and debris caused by his operations, so that the site of the work shall at all times present a neat, orderly and workmanlike appearance. Failure to comply with this article within 24 hours of notification may result in the Owner having the work performed by outside sources at the Contractor's expense. These expenses will be deducted from the regular monthly periodic estimate.
- e). To remove before final payment all surplus materials, false work, temporary structures, (including foundations thereof), plant of any description and debris of every nature resulting from his operation, and to put the site in a neat and orderly condition.
- f). To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications, and with the consent of the Engineer, to cut or otherwise alter the work of any other Contractor.

41. ALL WORK SUBJECT TO CONTROL OF THE ENGINEER:

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all duties to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as the Engineer may require.

The Engineer shall determine the amount, quantity, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract and any extra work orders, and shall decide all other questions in connection with the work.

The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects, and shall remove no plant materials, equipment or other facilities from the site of the work, without the Engineer's permission. Upon request, the Engineer shall confirm in writing any oral order, direction requirement or determination.

42. CITY ENGINEER, CONTROL NOT LIMITED:

The enumeration herein or elsewhere in the contract of particular instances in which the opinion, judgment, discretion or determination of the Engineer, shall control or in which work shall be performed to his or their satisfaction as subject to his or their approval or inspection, shall not imply that only matters similar to those enumerated shall be governed and performed, but without exception all the work shall be governed and so performed.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract, shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

44. SUBLETTING, SUCCESSOR AND ASSIGNS:

The Contractor shall not sublet any part of the work under this contract, nor assign any moneys due him hereunder without first obtaining the written consent of the City.

45. DEFINITIONS:

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications, or on the drawings the words "As Directed", "As Ordered", "As Requested", "As Required", "As Permitted", or words of like import are used, it shall be understood that the Direction, Order, Request, Requirement, or Permission of the Engineer is intended. Similarly, the words "Approved", "Accepted", "Satisfactory", and words of like import shall mean Approved by, Acceptable to, or Satisfactory to the Engineer.

ELEVATION

The figures given on the drawings or in the other contract documents after the word "Elevation" or abbreviation of it shall mean the Distance in Feet Above the Datum Adopted by the Engineer.

NOTE: Unless otherwise stated elsewhere in the contract documents and/or on the contract drawings, vertical elevation datum for this project is based upon NEW City Datum, NGVD (elev. 0.00 = mean water).

ROCK

The word "Rock" wherever used as the name of any excavated material or material to be excavated, shall mean only boulders or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring or breaking up with a power operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "Rocks".

EARTH

The word "Earth", wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

46. ABBREVIATIONS:

Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AASHTO.....American Association of State Highway Transportation Officials
ACI.....American Concrete Institute
AISC.....American Institute of Steel Construction
ASA.....American Standard Association
ASCE.....American Society of Civil Engineers
ASTM.....American Society For Testing and Materials

ConnDOT.....Connecticut Department of Transportation
NEC.....National Electrical Code, Latest Edition

47. HANDLING AND DISTRIBUTION:

The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and shall be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and Demurrage charges by Transportation Companies and Vendors shall be borne by the Contractor.

48. MATERIALS:

Samples - Inspection - Approval, unless otherwise expressly provided on the Drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Engineer.

As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it confirms to the Contract Requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit additional samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, placed and shipped by the approved molds for making concrete test cylinders. Except as otherwise expressly specified, with technical specifications, the City shall make arrangements and pay for the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented. The name of the building or work and location for which the material is intended and the name of the contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation in the work. The consequence of his failure to do so shall be the Contractor's sole responsibility.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent test laboratories) relative to materials, equipment, performance rating and concrete data.

49. WATCHMAN:

If it becomes necessary to supply watchmen during non-regular working hours, they shall be employed until (in the opinion of the Engineer) their services are no longer required. The Contractor shall employ and pay a satisfactory, sober, able-bodied watchman who shall be in attendance upon the work at all times, (regardless of the hour) whenever work by the regular employees stops.

50. MAINTENANCE OF TRAFFIC:

The Contractor shall conduct his operations in such a manner so that he does not impose unnecessary hardship upon the residents along the route of the work or patrons and employees of facilities being worked on.

Streets may be closed to traffic only upon written order of the Traffic Engineer. Traffic shall be maintained within the project area except where it is found impracticable, or seriously interferes with the Contractor's operations. If permanent repairs are not completed immediately, the pavement surface along the line of work shall be maintained in a condition comparable to the adjacent road surface.

People living or having business within the barricaded zone shall be permitted to use the highway for auto traffic if possible.

The Contractor shall protect all phases of the work from damage due to traffic, etc., and provide necessary watchmen, signalmen and (if so ordered by the Engineer) police officers. Should police officers not be available for traffic control on public roadways, flagpersons may be used provided they are certified by the City of Stamford Traffic Engineer.

No direct payment will be made for maintenance of traffic. It shall be considered as included in the base bid submitted unless specifically provided for in the Technical Specifications and/or Bid Form.

51. DRIVEWAYS AND PROPERTY ENTRANCES:

Excavated materials and equipment shall be placed in such position as not to unnecessarily impede travel on the streets, or access to driveways. A sufficiently clear space for pedestrian travel shall be maintained on the sidewalks, and all property entrances and driveways shall be kept clear, where possible.

Where necessary, bridges shall be constructed and maintained for residents. Before closing any driveway or entrance, the Contractor shall give the owner or resident of the property involved, due notice of such temporary closing. When this is not practicable and an emergency arises, the Contractor shall, on the order of the Engineer, provide a satisfactory place to house temporarily, any motor vehicle, which may be prevented from being housed at night.

No direct payment will be allowed for this work or condition, but shall be considered as included in the base bid submitted.

52. DUST:

The Contractor shall at all times during the execution of this contract, control the nuisance of flying dust, by water sprinkling or by application calcium chloride, or a method satisfactory to the Engineer.

53. PRESERVATION OF TREES:

Trees and shrubs on the site of the work shall be protected during the entire period of the contract, and if injured by the Contractor or his employees, shall be replaced, unless it is covered by the bid items, at his expense before the completion of the contract.

54. INSPECTION OF WORK AWAY FROM THE SITE:

If work to be done away from the construction site is to be inspected on behalf of the City during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

55. CONTRACTOR'S SHOP AND WORKING DRAWINGS:

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated for the contract and materials and equipment for which such drawings are specifically requested. Prior to submission to the Engineer, the Contractor shall thoroughly review the shop and working drawings and shall certify that they have been reviewed and conform to the contract documents (via stamp on the drawings or remarks on the letter of transmittal). Should the Contractor find errors, these errors should be corrected and then submission forwarded to the Engineer.

Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case, requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

No material or equipment shall be purchased or fabricated for the contract until the required shop and working drawings have been submitted as herein above provided and approved as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.

Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work such as the construction of foundations, the design or details of

which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the City, Contractor, and building, equipment or structure to which the drawing applies, and shall be accompanied by a letter of transmittal giving a list of the drawing number and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Engineer. Other drawings shall be returned for correction.

The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required in the contract and for achieving the result and performance specified hereunder.

Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., detailed on the drawings, he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the City, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one mark-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

56. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the City. A copy of the written consent shall be given to the Engineer.

57. INTERFERENCE WITH AND PROTECTION OF STREETS:

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities.

Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

58. STORAGE OF MATERIALS AND EQUIPMENT:

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all Public Utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

59. INSUFFICIENCY OF SAFETY PRECAUTIONS:

If at any time, in the sole judgment of the Engineer, the work is not properly lighted, barricaded, or in any other respect safe in regard to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall comply promptly with such orders.

If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or City in so doing. Such action of the Engineer, or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this article or for failure to comply with the provisions of any State or Federal Occupational Safety and Health Laws, Rules or Regulations.

60. SANITARY REGULATIONS:

When deemed necessary by the Engineer, the Contractor shall provide suitable sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the City, or on adjacent property.

The City and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

61. DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

62. WORK TO CONFORM:

During its progress, and on its completion, the work shall conform truly to the lines, levels and grades indicated on the drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications and other contract documents and the directions given from time to time by the Engineer.

63. COMPUTATION OF QUANTITIES:

For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the Planimeter shall be considered an instrument adapted to the measurement of such areas for hand drafted documents. For documents created using computer software such as AutoCAD or compatible, the City of Stamford reserves the right to use the inquiry commands available within the program for quantity calculations/determinations.

It is further agreed that the computation of the Volume Prismoids shall be by the method of average end areas.

64. PLANNING AND PROGRESS SCHEDULES:

Before starting the work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the work and the various steps he intends to take.

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Engineer a written schedule fixing the respective dates for the start and completion of various parts of the work. The Contractor shall update the schedule on a monthly basis and submit each schedule to the Engineer for review, approval and change where necessary during the progress of the work.

65. PRECAUTIONS DURING ADVERSE WEATHER:

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by the use of plastic sheets, tarpaulins, wood and building-paper shelters or other approved means.

The Engineer may suspend construction operations at any time when, in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be.

66. AS-BUILT DRAWINGS:

The Contractor shall be responsible for maintaining a set of as-built drawings during the course of the work for examination by the Engineer.

The Contractor shall submit to the Engineer a reproducible set of as-built drawings and electronic drawing files at the completion of the work and in any case prior to or along with his request for final payment. As built information required shall be in accordance with, but not necessarily limited to, the provisions of City of Stamford Technical Specification for "Survey, Line and Grade".

67. SCOPE OF WORK:

The intent of the contract is to complete the work or improvements in full compliance with the plans, specifications, technical specifications, special notes, etc.

A. Quantities

The unit bid prices shall be applied to the applicable quantities actually used and accepted in the performance of this project. Quantities have been established using the best information available for accuracy. In some instances, however, quantities may have been provided for some items in order to establish a unit price in the eventuality that the item of work may occur during the construction of the project.

Should the actual quantities constructed vary from those estimated, whether higher or lower, the Contractor is made aware that the applicable item will be paid for based upon his unit bid price bid for that item. Exceptions to this article are noted below in Section C, Change in Project Scope.

Increases in the estimated quantities shall be documented and paid for through the contingency item of the contract. Partially used or unused items may be consolidated during the project and transferred, via change order, into the contingency item if so required.

B. Cost Plus Items:

If the City orders the performance of any work not covered by the drawings or specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus percentage basis of payment as follows:

1.0 Direct Labor And Foreman Costs - For all labor including equipment operators, and foremen in direct charge of the specific operation, the Contractor shall receive the rate of wage actually paid as shown by his certified payroll, which shall be at least the current local minimum prevailing wage rate, per hour, per position, in accordance with the current State of Connecticut, Labor Department Minimum Rates & Classifications for Heavy Construction. Compensation shall be for each hour that said labor and foreman are actually engaged in such work, including such overtime as provided by existing laws and regulations. In addition the contractor shall receive for each hour worked, the actual costs paid to, or in behalf of workmen, by reason of allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. All personnel above the grade of foreman are excluded from receiving compensation under this section.

An amount equal to 10 percent of the total sums as specified above (1.0) will also be paid the contractor.

1.1 Other Labor Costs - The Contractor shall also be allowed to add to such direct labor and foremen costs, the following items:

Social Security Tax at the percentage legally required; Unemployment Ins., at the percentage legally required; Workmen's Compensation Insurance at policy percentage rate; Property/liability damage insurance premiums;

An amount equal to 6 percent of the total sums as specified above (1.1) will also be paid the contractor.

1.2 Materials - For all materials used, the Contractor shall receive the actual cost of such materials, including freight and delivery charges, as shown by original receipted bills to which shall be added a sum equal to ten (10) percent.

1.3 Equipment Rental - For machinery, trucks, or equipment, exclusive of operator's hire, and except small tools and equipment for which no rental is allowed, which it may be deemed necessary to use, the City will allow the Contractor the cost of renting such machinery, trucks, or equipment, which shall include fuel and lubricants, as are actually used in the performance of the work, but to which no percentage shall be added. Equipment rental costs will be based upon the "Rental Rate Blue Book" including Rate Adjustment Tables and amendments as published by Dataquest, Inc., San Jose, California or a lower rate if so submitted by the Contractor, and must be approved by the City prior to any work being performed.

1.4 Sub-Contracts - Cost-Plus work may be performed by a subcontractor only when (a) the Contractor has obtained approval of the subcontractor by the City and (b) the work has been performed by the subcontractor in strict compliance with the terms of the contract. In such event, the Contractor shall receive the cost of any such sub-contract to which shall be added a sum equal to ten (10) percent.

1.5 Superintendence - The foregoing payments shall be received by the Contractor as payment in full for all work done on a Cost Plus basis, and shall be accepted to cover all

general superintendence, use of small tools and equipment for which no rental is allowed, job and general overhead, bonding, expenses, and anticipated profit.

2.0 Daily Work Submission - The cost of the work done each day shall be submitted to the Engineer in a satisfactory form, on the succeeding day and shall be approved by him or adjusted accordingly.

3.0 Monthly Payments - Monthly payments of all charges for extra work, whether priced on the Cost Plus basis or an agreed-upon basis, shall upon completion, and approval, be requested with the subsequent monthly progress billing.

C. Change of Project Scope

In the event that the overall scope of the project is increased or decreased by 25% or more, either party to the contract may request a revised contract consideration to the stipulated bid unit prices that may be affected by the change. After agreement is reached by the City and contractor on revised unit prices, a change order will be issued reflecting these changes. The re-negotiated unit prices will be based on the original contract unit prices with additions or subtractions indicated so as to justify the new unit price to the satisfaction of the City. The revised unit prices will be applied only to that portion of the project in which the scope has been changed, in accordance with this article, and shall not be applied to any of the quantities of the original bid. An example of such a change may be the addition to or deletion of the originally stated project areas.

All of the above requirements shall be carried out in accordance with the provisions of the Stamford Code, Article II, Purchasing, Section 23-18.4, Contracts.

68. FIELD OFFICE NOT REQUIRED FOR THIS PROJECT

The contractor shall furnish, for the duration of the work, a construction field office for the Engineer's use. Should the bid documents herein contain no specific requirements, the office shall conform to the following requirements

This office shall have a minimum of 150 sq. ft. of floor space and a minimum ceiling height of 7 ft. Windows shall be of a type that will open and close conveniently, shall be sufficient in number and size to provide adequate light and ventilation, and shall be fitted with locking devices, blinds and screens. The entrance shall be secure, screened, fitted with a lock for which four keys shall be furnished. All keys to the construction field office shall be furnished to the Engineer and will be kept in their possession while the office is being used by City personnel.

The Contractor shall furnish lavatory and toilet facilities at a location convenient to the office quarters for the use of City personnel and such assistants as they may engage. He shall also supply lavatory and sanitary supplies as required.

The Contractor shall equip the office interior with electric lighting that provides a minimum illumination level of 100 foot-candles at desk level height, and electric outlets for each desk and drafting table. The Contractor shall also provide exterior lighting that provides a minimum illumination level of 2 foot-candles throughout the parking area and for a minimum distance of 10 ft. on each side of the field office. If the field office space provided is in a permanent commercial structure, the external illumination requirements will not apply.

The Contractor shall provide the following additional equipment, facilities, and/or services at the Field Office on this project to include at least the following to the satisfaction of the Engineer:

Parking Facility: The Contractor shall provide adequate parking spaces for three vehicles on a paved surface, with surface drainage if needed. If paved parking does not exist adjacent to the field office, the Contractor shall provide a parking area of sufficient size to accommodate seven vehicles. Construction of the parking area and driveway, if necessary, will consist of a minimum of 6 inches of processed aggregate base graded to drain. The base material will be extended to the office entrance.

Field Office Security: Physical Barrier Devices - This shall consist of physical means to prevent entry, such as: 1) All windows shall be barred or security screens installed; 2) All field office doors shall be equipped with dead bolt locks and regular day operated door locks or other suitable lock approved by the Engineer.

Electric Service: The field office shall be equipped with an electric service panel to serve the electrical requirements of the field office, including: lighting, general outlets, computer outlets, calculators etc., and meet the following minimum specifications:

- A. 120/240 volt, 1 phase, 3 wire.
- B. Ampacity necessary to serve all equipment. Service shall be a minimum 100 amp dedicated to the construction field office.
- C. The electrical panel shall include a main circuit breaker and branch circuit breakers of the size and quantity required.
- D. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles shall be installed at each computer workstation location.
- E. Additional 120 volt, single phase, 20 amp, isolated ground dedicated power circuit with dual NEMA 5-20 receptacles shall be installed, for use by the Telephone Company.
- F. Additional 120-volt circuits and duplex outlets as required meeting National Electric Code requirements.
- G. One exterior (outside) wall mounted GFI receptacle, duplex, isolated ground, 120 volt, straight blade.
- H. Contractor shall secure all necessary City of Stamford building/electrical permits and have installation properly inspected prior to occupancy.

Heating, Ventilation and Air Conditioning (HVAC): The field office shall be equipped with sufficient heating, air conditioning and ventilation equipment to maintain a temperature range of 68°-80° Fahrenheit within the field office.

Telephone Service: This shall consist of the installation of the following: 2 - Telephone lines: one line for phone service and one line dedicated for the facsimile machine. The Contractor shall pay all charges except for toll calls made by City personnel.

The Following Furnishings Shall Be Provided In The Field Office:

1 - Suitable office desk with drawers, locks, and matching desk chair that have pneumatic seat height adjustment and dual wheel casters on the legs or base.

1 - Office chair.

1 - Fire resistant cabinets (legal size/4 drawer), locking.

1 - Drafting, type table - 3 ft x 6 ft and supported by wall brackets and legs.

1 - Drafters' stool.

1 - Personal computer table - 4 ft x 2.5 ft size and quality for the purpose intended.

1 - Hot and cold water dispensing unit and supply of cups and bottled water shall be supplied by the Contractor for the duration of the project.

1 - Electronic office type printing calculators capable of addition, subtraction, multiplication and division with memory and a supply of printing paper.

1 - Telephone.

1 - Telephone answering machine.

1 - Plain paper facsimile (FAX) machine capable of transmitting via telephone credit card, as well as one (1) 5,000 sheet box of fax paper per calendar year or portion thereof and maintenance shall be provided by the Contractor.

1 - Wastebasket - 5 gal.

1 - Electric pencil sharpener.

* - Fire extinguishers - provide and install type and number to meet applicable State and local codes for size of office indicated, including a fire extinguisher suitable for use on a computer terminal fire.

1 - Vertical plan rack for 2 sets of 2 ft x 3 ft plans for each rack.

The furnishings and equipment required herein shall remain the property of the Contractor. Any supplies required to maintain or operate the above listed equipment or furnishings shall be provided by the Contractor for the duration of the project.

Insurance Policy: The Contractor shall provide a separate insurance policy, with no deductible, in the amount of twenty thousand dollars (\$20,000.00), in order to insure all City-owned data equipment and supplies used in the office, against all losses. The Contractor shall be named insured on that policy, and the City of Stamford shall be an additional named insured on the policy. These losses shall include, but not be limited to: theft, fire, and physical damage. The City will be responsible for all maintenance costs of City owned computer hardware, in the event of loss, the Contractor shall provide replacement equipment in accordance with current City equipment specifications, within seven days of notice of the loss. If the Contractor is unable to provide the required replacement equipment within seven days, the City may provide replacement equipment and deduct the cost of the equipment from monies due or which may become due the Contractor under the contract or under any other contract. The Contractor's financial liability under this paragraph shall be limited to the amount of the insurance coverage required by

this paragraph. If the cost of equipment replacement required by this paragraph should exceed the required amount of the insurance coverage, the City will reimburse the Contractor for replacement costs exceeding the amount of the required coverage.

Maintenance: During the occupancy by the City, the Contractor shall maintain all facilities and furnishings provided under the above requirements, and shall maintain and keep the office quarters and surrounding area clean at all times. Exterior areas shall be mowed and cleaned of debris. A trash receptacle (dumpster) with weekly pickup (trash removal) shall be provided. Snow removal, sanding and salting of all parking and walkway areas shall be accomplished during a storm if on a workday during work hours, immediately after a storm and prior to the start of a workday. If snow removal, salting and sanding are not completed by the specified time, the City will provide the service and all costs incurred will be deducted from the next payment estimate.

This requirement may be waived by the Engineer for special circumstances, ie: short duration projects, etc.

69. COORDINATION OF PLANS/SPECIFICATIONS

Any requirement on the plans or in these specifications shall be equally binding on the Contractor.

In the case conflict, the order of governance among those requirements, in order of descending authority, shall be as follows:

1. Environmental Permits
2. Environmental Permit Applications
3. Technical Specifications/Special Provisions
4. Plans other than Standard Sheets (enlarged details on plans, used to clarify construction, shall take precedence over smaller details of the same area; and information contained in schedules or tables, titled as such, shall take precedence over other data on plans).
5. Standard Sheets
6. ConnDOT Supplemental Specifications
7. ConnDOT Standard Specifications and other Contract requirements

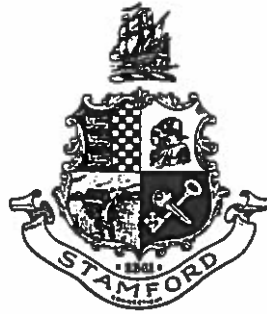
Unless otherwise provided for by a specific Contract Item, no separate payment shall be made for any of the requirements as described in the above General Specifications, but shall be deemed included in the total bid price for all the work in this Contract.

70. NO PAYMENT

Unless otherwise provided for by a specific Contract Item, no separate payment shall be made for any of the requirements as described in the above General Specifications, but shall be deemed included in the total bid price for all the work in this Contract.

71. NOISE

The Contractor will be required to limit noise operations pursuant to City of Stamford Charter Chapter 164 -1 to and including Chapter 164 -13.



INSTRUCTIONS TO CONTRACTORS

MEDIA CENTER HVAC UPGRADES

KT MURPHY ELEMENTARY SCHOOL

INSTRUCTIONS TO CONTRACTORS
STAMFORD PUBLIC SCHOOLS
KT MURPHY ELEMENTARY SCHOOL
MEDIA CENTER HVAC UPGRADE

FOR TECHNICAL QUESTIONS PLEASE CONTACT:

M.INDELICATO
CITY OF STAMFORD
ENGINEERING BUREAU
888 WASHINGTON BLVD.
STAMFORD, CT 06901
PHONE: (203) 977-5534
FAX: (203) 977-4137

PROJECT CONSULTING ENGINEER:

JOHN HOFBAUER, P.E.
HOFBAUER ASSOCIATES INC.
111 WILLIAMS ROAD
TRUMBULL, CT 06611
PHONE: (203) 331-2104

PROJECT LOCATION:

KT MURPHY ELEMENTARY SCHOOL
19 HORTON STREET
STAMFORD, CT 06902
SCHOOL CONTACT: LEONARD NORMAN, HEAD CUSTODIAN, (203) 977-5757

DRAWING LIST: (PLANS DATED MARCH 13, 2014)

1. DM-1: DEMOLITION PLAN
2. M-1: MECHANICAL PLAN
3. M-2: MECHANICAL SPECIFICATIONS
4. ME-1: MECHANICAL ELECTRICAL PLAN
5. E-1: ELECTRICAL PLAN

MANDATORY PRE-BID WALKTHROUGH:

PRIME BIDDERS ARE REQUIRED TO ATTEND A MANDATORY PRE-BID JOBSITE MEETING AT **10:00AM ON TUESDAY APRIL 15TH 2014**, MEETING AT THE PROJECT LOCATION'S FRONT ADMINISTRATIVE OFFICE, AT WHICH TIME THEY MAY EXAMINE THE SITE. BIDS FROM CONTRACTORS NOT IN ATTENDANCE AT THIS MEETING, OR FAILING TO SIGN THE ATTENDANCE SHEET WILL BE REJECTED

BIDS DUE DATE:

BIDS ARE DUE ON MAY 1, 2014 AS REQUIRED BY THE REQUIREMENTS CONTAINED HEREIN.

THIS BID PACKAGE REQUIRES A LUMP SUM BID FOR THE BASE BID SCOPE (INCLUDING A \$6500.00 TOTAL ALLOWANCE SUM), AND AN ADDITIONAL LUMP SUM BID TO PROVIDE ADD/ALTERNATE #1.

BIDS DUE DATE: Cont'd

ADD/ ALTERNATE #1 IS TO UPGRADE THE NEW IDENTIFIED LIGHTING FROM FLUORESCENT TO LED FIXTURES AS SPECIFIED ON THE PLANS AND SPECIFICATIONS AND ALL RELATED WORK, AS SHOWN ON THE CONTRACT DOCUMENTS.

SCOPE OF WORK

SERVICES PROVIDED UNDER THE BASE BID SHALL INCLUDE, BUT NOT BE LIMITED TO PROVIDING FULLY OPERATIONAL, CODE-COMPLAINT PRODUCTS AND SERVICES: TEMPORARY SERVICES & UTILITIES FOR A FULLY OCCUPIED FACILITY, MINIMUM TWO (2) LOCKABLE TEMPORARY ONSITE 40' STORAGE TRAILERS (WITH POWER LIFTGATES AND CAN BE RELOCATED FROM THE FRONT OF THE SCHOOL FOR LOADING/UNLOADING AND THE UPPER REAR PARKING LOT FOR STORAGE) TO BE USED BY THE SCHOOL TO HOUSE SELECTED FURNISHINGS FOR SAFEGUARDING DURING CONSTRUCTION, A NEW GAS FIRED ROOFTOP HVAC UNIT WITH FACTORY DDC CONTROLS INTERFACING WITH AN EXISTING NORESKO/JOHNSON CONTROLS METASYS ETHERNET BACKBONED DDC CONTROL SYSTEM (INCLUDING AN ADDITIONAL \$6500.00 ALLOWANCE TO PROVIDE SMOKE EXHAUST & SMOKE PURGE OPERATIONS FOR THE NEW ROOFTOP HVAC UNIT IN ADDITION TO WHAT IS TO BE PROVIDED IN THE BASE- BID CONTROL SPECIFICATIONS), MODIFICATION AND UPGRADE TO THE EXISTING ROOFTOP DUNNAGE TO ALSO ADD A SERVICE PLATFORM, NEW GAS SUPPLY LINE UP TO THE ROOF TO SERVE THE NEW HVAC UNIT, SELECTED REPLACEMENT OF THE ROOFTOP DUCTWORK SHEETMETAL WITH SHEETMETAL ACCESSORIES, MODIFICATION/ UPGRADE TO EXISTING ELECTRICAL POWER TO SUPPORT THE NEW HVAC UNIT, AND ALL RELATED WORK. ADDITIONAL PROVISION WILL BE MADE IN THE EXTERIOR PORTION OF THE BUILDING FOR A SPLIT AIR CONDITIONING SYSTEM WITH ALL RELATED ACCESSORIES AND WORK FOR A SELECTED IDENTIFIED EXTERIOR AREA (ROOF) AS SPECIFIED ON PLANS AND SPECS.

ON THE BUILDING'S INTERIOR, FULLY OPERATIONAL CODE COMPLAINT PRODUCTS AND SERVICES PROVIDED SHALL INCLUDE, BUT NOT BE LIMITED TO PROVIDING TEMPORARY SERVICES & UTILITIES FOR A FULLY OCCUPIED FACILITY, DEMOLITION AND REMOVAL OF THE EXISTING CEILINGS WITH REPLACEMENT BY A NEW ARCHITECTURAL DROP CEILING SYSTEM, SELECTED REPLACEMENT OF EXISTING AND NEW UPGRADED SHEETMETAL DUCTWORK WITH SHEETMETAL ACCESSORIES, NEW VAV BOXES WITH JOHNSON CONTROLS METASYS DDC CONTROLS INTERFACING WITH AN EXISTING NORESKO/JOHNSON CONTROLS ETHERNET BACKBONED DDC CONTROL SYSTEM, SELECTED NEW REPLACEMENT FLUORESCENT LIGHTING FIXTURES, MODIFIED OR NEW ELECTRICAL POWER AS REQUIRED FOR ALL NEW OR MODIFIED EQUIPMENT & FIXTURES, NEW GAS PIPING TRANSITIONING UP TO THE NEW GAS FIRED ROOFTOP HVAC UNIT, AND ALL RELATED WORK. ADDITIONAL PROVISION FOR THE INTERIOR PORTION OF THE BUILDING SHALL BE MADE FOR A SPLIT AIR CONDITIONING SYSTEM WITH ALL RELATED ACCESSORIES AND WORK FOR A SELECTED IDENTIFIED INTERIOR AREA (SERVER ROOM) AS SPECIFIED ON PLANS AND SPECS.

FULLY OPERATIONAL CODE COMPLAINT PRODUCTS AND SERVICES PROVIDED UNDER THE ADD/ ALTERNATE #1 SHALL INCLUDE, BUT NOT BE LIMITED TO PROVIDING THAT THE SELECTED NEW LIGHTING FIXTURES ARE UPGRADED FROM FLUORESCENT TO L.E.D FIXTURES, INCLUDING ALL RELATED WORK.

SCOPE OF WORK: Cont'd

THE CONTRACTOR SHALL BE REQUIRED TO REVIEW ALL CONTRACT DOCUMENTS FOR THE COMPLETE SCOPE OF THIS PROJECT.

TIME OF COMPLETION:

THIS CONTRACT MUST BE ENTIRELY COMPLETED BY SEPTEMBER 30, 2014.

ALL INTERIOR WORK, DEMOLITION WORK, AND/OR ANY MAJOR DISRUPTION OF UTILITIES SHALL BE REQUIRED TO BE DONE ONLY DURING SUMMER RECESS; WHEN SCHOOL IS NOT IN SESSION. RIGGING OF ROOFTOP EQUIPMENT SHALL ONLY BE ACCOMPLISHED WHEN SCHOOL IS NOT IN SESSION, IE. NIGHTS, WEEKENDS OR HOLIDAYS.

THE COMPLETION DATE FOR RETURNING ALL AREAS OF THE SCHOOL UP TO FULL CODE-COMPLIANT OCCUPANCY IS BY 3:00PM ON AUGUST 31, 2014.

THE ENGINEERING BUREAU HAS REASON TO BELIEVE THAT THE REPLACEMENT ROOFTOP HVAC UNIT MAY BE A LONG LEAD ITEM. THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATION INTO THE LEAD TIME REQUIRED BY THE MANUFACTURER FOR THE SPECIFIED UNIT.

THE CONTRACTOR MAY ELECT, AT HIS SOLE OPTION AND COST, TO KEEP AND MAINTAIN THE EXISTING ROOFTOP HVAC UNIT, AND THE SYSTEMS SERVING IT, FULLY OPERATIONAL AS PART OF A MEANS TO MAINTAIN OCCUPANCY REQUIREMENTS WITHIN THE SPACES SERVED, UNTIL SUCH TIME THAT THE NEW ROOFTOP HVAC UNIT CAN BE PROVIDED AND MADE FULLY OPERATIONAL, IN ACCORDANCE WITH THE REQUIREMENTS WITHIN.

SEE HEREIN FOR OTHER REQUIREMENTS.

WORKING HOURS:

THE CONTRACTORS SHALL PLAN TO PERFORM ALL OF THEIR WORK DURING THE SCHOOL YEAR BETWEEN THE HOURS OF 3:00PM TO 11:00PM MONDAY THROUGH FRIDAY; A SECOND SHIFT OF CUSTODIANS IS PRESENT DURING THIS TIME.

DURING THE SUMMER RECESS THE HOURS OF WORK ARE 7:00AM TO 2:30PM MONDAY THROUGH FRIDAY.

IF THE CONTRACTOR WISHES TO EXTEND THESE HOURS THE CUSTODIAL OVERTIME RATE OF \$48.50/HR MONDAY THROUGH SATURDAY AND \$64.00/HR ON SUNDAY, SHALL BE PAID BY THE CONTRACTOR. THIS WILL BE DEDUCTED FROM THE CONTRACTOR'S OVERALL CONTRACT VALUE VIA A CHANGE ORDER.

CONTRACTOR SHALL INCLUDE IN THEIR BID PRICE ALL COSTS ASSOCIATED FOR THE USE OF OVERTIME, SECOND SHIFTS, NIGHTS, WEEKENDS, HOLIDAYS, ETC. TO PERFORM THE CONTRACT WORK TO MEET THE COMPLETION DATES LISTED HEREIN. FUTURE CLAIMS FOR OVERTIME COSTS WILL NOT BE CONSIDERED.

STAMFORD FACILITIES DEPARTMENT REQUIREMENTS:

THE CITY OF STAMFORD/BOARD OF EDUCATION REQUIRES THAT A CITY REPRESENTATIVE BE PRESENT AT ALL TIMES DURING CONSTRUCTION ACTIVITIES THAT OCCUR AT ALL CITY OF STAMFORD FACILITIES.

STAMFORD FACILITIES DEPARTMENT REQUIREMENTS: Cont'd

CONTRACTORS SHALL PROVIDE A WORK SCHEDULE AND NOTIFY THE ENGINEERING BUREAU AND SCHOOL STAFF OF ANTICIPATED REGULAR WORKING HOURS. CONTRACTORS MAY ELECT TO WORK NIGHTS, WEEKENDS, HOLIDAYS, ETC. PROVIDED THE ARRANGEMENTS ARE MADE IN ADVANCE WITH THE CITY. CONTRACTORS WILL BE RESPONSIBLE FOR PAYING ANY ASSOCIATED OVERTIME COSTS FOR WORK THAT REQUIRES THE PRESENCE OF CITY PERSONNEL ABOVE AND BEYOND REGULAR WORKING HOURS. AT NO POINT SHALL THE CONTRACTOR PERFORM ANY WORK WITHOUT THE PRESENCE OF CITY PERSONNEL.

ALL INTERIOR WORK, DEMOLITION WORK, AND/OR ANY MAJOR DISRUPTION OF UTILITIES SHALL BE REQUIRED TO BE DONE ONLY DURING SUMMER VACATION; WHEN SCHOOL IS NOT IN SESSION. SEE HEREIN FOR OTHER REQUIREMENTS.

SPECIAL CONDITIONS:

THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL REQUIRED CODE COMPLIANT TEMPORARY SERVICES USING CODE COMPLIANT LICENSED PERSONNEL IN THE QUANTITIES, PRESSURES AND TEMPERATURES REQUIRED FOR FULL OPERATIONAL CAPACITY OF THE FACILITIES INCLUDING BUT NOT LIMITED TO: ELECTRIC POWER, LIGHTING, CONTROLS, FIRE PROTECTION, EMERGENCY SYSTEMS, TEMPORARY SUPPORT HANGERS FOR CEILING MOUNTED DEVICES, FIRE ALARM, DOMESTIC HOT AND COLD WATER, NATURAL GAS SERVICE, HEATING, VENTILATION, FILTRATION/ODOR REMOVAL, AIR CONDITIONING, FENCING, BARRICADES, SAFETY SIGNAGE, HOISTING, RIGGING, FLOOR & WALL PROTECTIONS, CONTROL PROCEDURES, INSULATION, FULL FINISHED SURFACES DAILY CLEANING & RUBBISH REMOVAL SERVICES, AND ANY OTHER SERVICES AS REQUIRED, TO MAINTAIN A SAFE, CODE-COMPLIANT, FULL OCCUPANCY ENVIRONMENT FOR STAFF, PUPILS, AND THE GENERAL PUBLIC 24 HOURS A DAY, AT NO ADDITIONAL COST TO THE CITY. THIS REQUIREMENT SHALL BE ENFORCED THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD.

THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL CODE COMPLIANT MATERIAL HANDLING EQUIPMENT, MINIMUM TWO (2) ONSITE LOCKABLE 40' TRAILERS WITH POWER LIFTGATES FOR USE BY THE SCHOOL FOR ONSITE WAREHOUSING.

THE CUSTODIAL STAFF, TEACHERS AND/OR LIBRARIANS SHALL BE REQUIRED TO PROVIDE ALL LABOR NECESSARY TO DISASSEMBLE, RELOCATE, PROTECT, STORE, CLEAN, AND RE-ASSEMBLE/REINSTALL ALL NON-FIXED AND/OR MOVEABLE FURNISHINGS, ARTWORK, AND/OR BOOKS LOCATED WITHIN THE SPACES IMPACTED BY THIS WORKSCOPE, BOTH TO AND FROM TWO TEMPORARY DESIGNATED ONSITE TRAILERS PROVIDED BY THE CONTRACTOR, OR ANOTHER APPROVED ONSITE LOCATION PROVIDED BY THE SCHOOL.

THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL CODE COMPLIANT MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO PROTECT, CLEAN, AND RE-ESTABLISH ALL FIXED FURNISHINGS, FINISHED SURFACES, CARPETS, AND/OR FINISHED FLOORS LOCATED WITHIN THE SPACES IMPACTED BY THIS WORKSCOPE FROM DAMAGE, DIRT, WATER, PESTS AND/OR ADVERSE ENVIRONMENTAL CONDITIONS (BASED UPON THE SOLE DISCRETION OF THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE) AT NO ADDITIONAL COST TO THE CITY.

SPECIAL CONDITIONS: Cont'd

ANY POTENTIAL CONSTRUCTION ACTIVITY THAT MAY REASONABLY CAUSE (AT THE SOLE DISCRETION OF THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE) A POTENTIAL DISRUPTION TO ANY IMPACTED UTILITY, OR REQUIRE ANY RIGGING OVER ANY OCCUPIED SPACE, OR CAUSE ANY POTENTIAL

FOR CONCERN FOR THE PUBLIC'S SAFETY OR PROPERTY DAMAGE, OR POTENTIALLY DEGRADE OR DISRUPT THE REQUIRED CODE COMPLIANT ENVIRONMENT FOR FULLY OCCUPIED SPACE(S) SHALL BE REQUIRED TO BE PROVIDED WHEN SCHOOL IS NOT IN SESSION, AND/OR WHEN STAFF/ADMINISTRATION ARE NOT PRESENT ON NIGHTS, WEEKENDS AND HOLIDAYS, AT NO ADDITIONAL COST TO THE CITY.

THE CONTRACTOR SHALL INCLUDE IN THE BID PRICE, THE USE OF PREMIUM TIME FOR ALL SHIFTS INCLUDING SECOND SHIFTS, NIGHTS, WEEKENDS, HOLIDAYS, ETC. TO PERFORM ALL WORK IN ORDER TO MEET THE COMPLETION DATE AT NO ADDITIONAL COST TO THE CITY. FUTURE CLAIMS FOR PREMIUM TIME WILL NOT BE CONSIDERED.

COST BREAKDOWN (SCHEDULE OF VALUES):

SUBSEQUENT TO LETTER OF AWARD, THE CONTRACTOR SHALL SUBMIT AN ITEMIZED COST BREAKDOWN SUBJECT TO REVIEW AND APPROVAL. THE PAYMENT UPON QUANTITY OF WORK COMPLETED. PLEASE PROVIDE SEPARATE LINE ITEMS FOR INSURANCES.

WORK SCHEDULES

SUBSEQUENT TO LETTER OF AWARD, THE CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION WORK SCHEDULE SUBJECT TO REVIEW AND APPROVAL.

ALL BUILDING SERVICES DOWNTIME, UTILITY SHUTDOWNS, AND ANY OTHER WORK THAT MAY CAUSE, EFFECT, OR PRESENT INTERRUPTION, INTERFERENCE OR DANGER TO SCHOOL OCCUPANTS, PROGRAMS, AND/OR GROUNDS SHALL BE DONE DURING NON-SCHOOL HOURS AND COORDINATED WITH SCHOOL'S MANAGEMENT AND HEAD CUSTODIAN IN WRITING A MINIMUM OF 72 HOURS PRIOR TO ACTUAL WORK BEING DONE. INDICATE ANY SPECIAL REQUIREMENTS FOR ACCESS, EQUIPMENT CLEARANCES, ETC.

SEE TIME OF COMPLETION AND SPECIAL CONDITIONS SECTIONS ABOVE AND SPECIAL NOTES SECTION BELOW FOR MORE INFORMATION.

SHOP DRAWINGS, EQUIPMENT, AND MATERIALS SUBMITTALS

CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS, EQUIPMENT CUTS, AND MATERIALS SUBMITTALS TO THE PROJECT'S CONSULTING ENGINEER FOR APPROVAL. TRANSMIT COPIES OF APPROVED SUBMITTALS TO CITY OF STAMFORD.

SPECIAL NOTES:

1. IF ASBESTOS IS ENCOUNTERED, ALL WORK SHALL STOP IMMEDIATELY IN THE AFFECTED AREAS AND THE CONTRACTOR SHALL NOTIFY CITY OFFICIALS. AS BESTOS TESTING & ABATEMENT CONTRACTORS WILL BE THE RESPONSIBILITY OF

SPECIAL NOTES: Cont'd

- THE CITY OF STAMFORD. THE CONTRACTOR SHALL CONTINUE WORK FOLLOWING THE COMPLETION OF ABATEMENT AND SHALL NOT HOLD THE CITY OF STAMFORD LIABLE FOR ANY EXTRA COSTS DUE TO ANY ASSOCIATED DELAYS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELECTRICAL WORK UNDER THIS CONTRACT. ELECTRICAL WORK SHALL BE PERFORMED BY LICENSED TRADESMEN HOLDING A VALID LICENSE AS ISSUED BY THE STATE OF CONNECTICUT.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL SYSTEM SHUTDOWNS, AND COORDINATING WITH ALL UTILITIES FOR SHUTDOWN AND RESTARTING OF BUILDING SERVICES SUCH AS NATURAL GAS, ELECTRIC, OR ANY OTHER SERVICE AS NEEDED TO PERFORM THE REQUIRED WORK. THE CONTRACTOR SHALL ALSO BE REQUIRED FOR SECURING, PAYING, AND COORDINATING ALL REQUIRED PERMITS, INSPECTIONS, TESTING PROCEDURES, AND/OR ANY OTHER ACTIVITIES REQUIRED FOR SHUTDOWN OR RESTARTING OF ANY BUILDING SERVICES, OR PERMITTING FULL OCCUPANCY OF ALL SPACES WITH ANY AND ALL FEDERAL, STATE, CITY OR FIRE JURISDICTIONS HAVING AUTHORITY.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CODE COMPLIANT DEMOLITION, DUST CONTROL, REMOVALS, DISPOSALS AND TEMPORARY ENCLOSURES. PROTECT ALL FINISHED SURFACES, EQUIPMENT, FURNITURE, CEILING, WALL, AND FLOOR FINISHES AT ALL TIMES.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL REMAINING OFFICE, HYGIENIST, AND MEDIA CENTER MATERIALS/EQUIPMENT INCLUDING BUT NOT LIMITED TO BOOKCASES, BOOKS, COMPUTERS, PROJECTORS, TABLES, CHAIRS, DESKS, FLOORING, SPECILTY EQUIPMENT, ETC. AND ALL OTHER ITEMS WITHIN THE MEDIA CENTER AND ADJACENT SPACES THAT CANNOT BE MOVED, OR ARE FIXED. TEACHERS AND/OR LIBRARIANS SHALL BE REQUIRED TO PACK UP BOOKS, ARTWORK, AND "BREAKABLES" FOR TEMPORARY STORAGE. CUSTODIAL STAFF SHALL BE RESPONSIBLE FOR DISASSEMBLY/REASSEMBLY OF MOVEABLE FURNISHINGS, AND MOVING OF ALL BOOKS, BREAKABLES, AND ALL SUCH ITEMS, OR ANY OTHER MOVEABLE ITEMS INTO THE CONTRACTOR'S SUPPLIED ONSITE STORAGE TRAILERS, OR TO ANOTHER ONSITE STORAGE AREA PROVIDED BY THE SCHOOL AS THEY MAY CHOOSE. THE CONTRACTOR SHALL BE ALLOWED ADEQUATE ACCESS TO PERFORM THE IDENTIFIED WORKSCOPE. COORDINATE APPROVED STORAGE AREAS WITH SCHOOL HEAD CUSTODIAN.
 6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CODE COMPLAINT DEMOLITION, REMOVALS, DISPOSALS, AND/OR STORAGE INCLUDING ALL EQUIPMENT, MATERIALS, AND ANCILLARY SYSTEMS AS REQUIRED TO PERFORM SUCH WORK.
 7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY AND PERMANENT CODE COMPLIANT CONSTRUCTION SERVICES, MOBILIZATION, DEMOBILIZATION, ON-SITE SAFETY ISSUES, TEMPORARY POWER, UTILITY SHUTDOWNS, TEMPORARY LIGHTING, CONTROLS, COORDINATION WITH UTILITIES, FIRE PROTECTION, EMERGENCY SYSTEMS, SAFETY SIGNAGE, TRUCKING, HOISTING, RIGGING, SCAFFOLDING, ROOF PROTECTION, CUTTING AND PATCHING, FIREPROOFING, WEATHER PROTECTION AND OTHER SERVICES AS REQUIRED IN ORDER TO MAINTAIN A SAFE, OPERABLE AND FULLY OCCUPIED FACILITY FOR THE DURATION OF THE CONTRACT, WHILE SCHOOL IS IN SESSION/STAFF ARE PRESENT.

SPECIAL NOTES: Cont'd

8. ALL ELECTRICAL AND PLUMBING REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THIS CONTRACTOR. ALL TRADES PERFORMING WORK ON THIS CONTRACT SHALL BE LICENSED IN THEIR RESPECTIVE TRADE.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR FILING FOR AND OBTAINING ALL NECESSARY PERMITS AND PAYING ALL ASSOCIATED FEES FOR SUCH PERMITS. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING FOR ALL NECESSARY INSPECTIONS WITH BUILDING DEPARTMENT, FIRE MARSHAL, HEALTH DEPARTMENT, AND ANY OTHER AGENCIES HAVING JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING ANY RELATED INSPECTION FEES. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING REPAIRS FOR ANY ITEMS THAT FAIL TO PASS INSPECTION AND SHALL INCUR ALL COSTS ASSOCIATED WITH SUCH REPAIRS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SYSTEMS SHUTDOWNS, BLOW DOWNS, HYDRONIC FLUSHINGS, IAQ VENTILATION FLUSHINGS, REFILLING AND RESTORING SYSTEMS BACK INTO FULLY OPERATIONAL SERVICE. DUE TO SUMMER CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING TO THIS FACILITY DURING HEATING SEASON TO PERFORM ADDITIONAL TESTING, ADJUSTING, AND BALANCING FOR THE PROPER FUNCTIONING OF EQUIPMENT IN ADDITION TO THE TESTING AND BALANCING REQUIREMENTS DETAILED IN THE PLANS AND SPECIFICATIONS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UNIT MANUFACTURER FOR EXACT UNIT PIPING, WIRING, CONTROL WORK, SEQUENCES, CLEARANCES FOR INSTALLATION, AND BUILDING MANAGEMENT CONTROLS COORDINATION.
12. CONTRACTOR MUST RETAIN A CERTIFIED JOHNSON CONTROLS ABC'S CONTROLS CONTRACTOR FOR THE CONTROLS INSTALLATION, TERMINATION, PROGRAMMING AND GRAPHICS PORTION OF THE WORK TO TIE INTO AND FULLY INTEGRATE ALL CONTROL WORK WITH EXISTING JOHNSON CONTROLS METASYS NAE CONTROLLER, WORKSTATION, AND NETWORK. PROVIDE SEQUENCE OF OPERATIONS, WIRING DIAGRAMS, EQUIPMENT CUTS, POINTS LISTS, GRAPHICS CHANGES TO EXISTING SYSTEM AND PROVIDE CONTROLS WORK, APPURTENANCES, DEVICES, SOFTWARE, LICENSES, ETC. DEEMED NECESSARY BY THE CITY OF STAMFORD FOR THIS INSTALLATION.
13. CONTROLS SYSTEM IMPROVEMENTS AND SUBCONTRACTORS SHALL BE SUBJECT TO APPROVAL BY CITY OF STAMFORD PRIOR TO COMMENCING ANY CONTROLS RELATED WORK.
14. CONTRACTOR SHALL MAINTAIN THE CAPABILITY & INTEGRITY OF THE EXISTING DISTRICT WIDE ENERGY MONITORING & CONTROL SYSTEM VIA COORDINATION WITH AND OBTAINING APPROVALS FOR ALL CONTROLS, SCHEDULING, SET POINTS, GRAPHICS, HARDWARE, DEVICES, POINTS LISTS, ETC AND AS TO NOT IMPACT AND/OR DEGRADE EXISTING SYSTEM AND/OR NETWORK CAPABILITIES.
15. CONTROLS PACKAGE SHALL BE COMPATIBLE WITH EXISTING JOHNSON CONTROLS METASYS CONTROLLER, WORKSTATION, AND NETWORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING NEW GRAPHICS AND MODIFICATIONS TO EXISTING GRAPHICS WITH CAPABILITIES TO MONITOR AND ADJUST SET POINTS, SCHEDULES, ETC. FROM THE GRAPHICS PAGE. CONTRACTOR SHALL COORDINATE WITH EXISTING SYSTEM AND PREPARE A LIST OF ALL

SPECIAL NOTES: Cont'd

POINTS TO BE INCLUDED ON THE GRAPHICS PORTION OF THE PROGRAMMING FOR APPROVAL TO THE ENGINEER OF RECORD & THE CITY OF STAMFORD.

16. CONTROLS CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER FUNCTIONING OF ALL CONTROL DEVICES INCLUDING VALVES, DAMPERS, RELAYS, VARIABLE FREQUENCY DRIVES, SENSORS, THERMOSTATS, NETWORK DEVICES, ETC.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION ACTIVITIES TO AVOID CONFLICTS WITH ALL TRADES, BUILDING ACTIVITIES, AND ANY OTHER ONGOING CONSTRUCTION PROJECTS.
18. CONTRACTOR SHALL FURNISH AND INSTALL HVAC SYSTEMS COMPLETE WITH ALL EQUIPMENT, DUCTWORK, PIPING, INSULATION, CONTROLS, VAV BOXES, DAMPERS, FIRE DAMPERS, SMOKE DETECTORS, ACTUATORS, SENSORS, ACCESSORIES AND ASSOCIATED WORK IN ACCORDANCE TO ALL CODES, AUTHORITIES HAVING JURISDICTION, AND THE ATTACHED DRAWINGS AND SPECIFICATIONS.
19. THE WORK SHALL INCLUDE ALL LABOR, TRADES, MATERIALS, EQUIPMENT, DEMOLITION, CUTTING, PATCHING, RESTORATION TO MATCH EXISTING CONDITIONS, REMOVALS, DISPOSALS AND/OR STORAGE, RIGGING, HOISTING, SCAFFOLDING, INSTALLATION, FACTORY START-UP, TESTING AND ADJUSTING OF ALL EQUIPMENT AND SERVICES AS REQUIRED TO COMPLETE THIS WORK AND PROVIDE THE CITY OF STAMFORD WITH A FULLY OPERATIONAL SYSTEM READY FOR OCCUPANCY.
20. BIDDERS, BEFORE SUBMITTING PROPOSALS, SHALL VISIT AND CAREFULLY EXAMINE THE AREAS AFFECTED BY THIS WORK TO FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS AND THE DIFFICULTIES THAT WILL ATTEND THE EXECUTION OF THIS WORK. ANY DIFFICULTIES, OMISSIONS, ADDITIONS, OBSTRUCTIONS OR EXTRAS SEEN AT THE SITE INSPECTION WILL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE BEFORE PROPOSALS ARE SUBMITTED. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH AN EXAMINATION HAS BEEN MADE AND LATER CLAIMS WILL NOT BE RECOGNIZED FOR EXTRA LABOR, EQUIPMENT, TRANSPORTATION, OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN HAD SUCH AN EXAMINATION BEEN MADE.
21. ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR A MINIMUM PERIOD OF TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE OF THIS WORK, UNLESS OTHERWISE STATED. ENGAGE THE SERVICES OF MANUFACTURERS REPRESENTATIVE SUPPLYING THE EQUIPMENT FOR PROPER START-UP AND OPERATION OF INSTALLED EQUIPMENT AND SYSTEMS. CONTRACTOR SHALL PROVIDE START-UP DOCUMENTATION FOR EACH PIECE OF INSTALLED EQUIPMENT. CONTRACTOR SHALL PROVIDE TRAINING TO OWNER'S PERSONNEL FOR THE PROPER OPERATION AND MAINTENANCE OF SUCH EQUIPMENT.
22. WHERE CONDUIT, DUCT WORK, OR PIPES PENETRATE RATED WALLS, THE SPACE BETWEEN THE CONDUIT/DUCT/PIPE AND THE WALL/CEILING/FLOOR SHALL BE CAULKED WITH NON-COMBUSTIBLE MATERIAL IN AN APPROVED MANNER.
23. PROVIDE ACCESS DOORS TO BE INSTALLED IN GENERAL CONSTRUCTION AS NEEDED FOR THE PROPER OPERATION AND MAINTENANCE OF ALL CONCEALED

SPECIAL NOTES: Cont'd

- HVAC EQUIPMENT, DAMPERS, VALVES, AND OTHER DEVICES. PREPARE OF LIST OF ACCESS DOOR LOCATIONS AND SUBMIT TO OWNER.
24. CONTRACTOR SHALL COORDINATE WITH ROOF WARRANTY COMPANY TO ASSURE ALL EQUIPMENT LOCATED ON ROOF AND ASSOCIATED PENETRATIONS ARE DONE IN COMPLIANCE AND RESTORED TO THE STANDARDS OF THE ROOF MANUFACTURER IN ORDER TO MAINTAIN THE EXISTING WARRANTY.
 25. CONTRACTOR SHALL USE APPROVED ROOF PROTECTION AT ALL TIMES WHEN WORKING ON THE ROOF. FELT BACK MASONITE OR PLYWOOD AND/OR RUBBER PADS OR MATS SHALL BE USED AS PROTECTION IN THE WORK AREAS AND WILL BE STRICTLY ENFORCED. AT THE END OF EACH WORKING DAY, THE CONTRACTOR SHALL REMOVE ALL TOOLS, MATERIALS, AND EQUIPMENT OR PROPERLY SECURE ALL TOOLS, MATERIALS, AND EQUIPMENT TO PREVENT DAMAGES DUE TO HIGH WINDS AND OTHER WEATHER CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING FOR ANY ROOF REPAIRS DUE TO NEGLIGENCE ON THE CONTRACTOR'S BEHALF. THE ROOF IS CURRENTLY UNDER A WARRANTY AND ALL CONTRACTOR WORK SHALL BE IN ACCORDANCE WITH THE ROOFING MANUFACTURER'S REQUIREMENTS TO MAINTAIN THAT WARRANTY. SEE PLANS AND SPECIFICATIONS.
 26. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE STAFF TO MEET THE COMPLETION DATE OF SEPTEMBER 30, 2014. CONTRACTOR SHALL UTILIZE NIGHTS, WEEKENDS, HOLIDAYS, SECOND SHIFTS, ETC. TO PERFORM WORK AND MEET THE NOTED COMPLETION DATE. CONTRACTOR SHALL PAY FOR ALL ASSOCIATED CUSTODIAL OVERTIME.
 27. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAINING TO OWNER'S PERSONNEL (MIN. 2 SESSIONS 4 HOURS EACH OF INSTRUCTION, AND DELIVER ONE VIDEO TAPED 4 HOUR SESSION) FOLLOWING THE COMPLETION OF CONSTRUCTION. THIS SHALL INCLUDE CONTROLS TRAINING, SOFTWARE TRAINING, OPERATIONS AND MAINTENANCE OF THE INSTALLED EQUIPMENT. INCLUDING TYPE-WRITTEN/PRINTED INSTRUCTIONS.
 28. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEAN-UP, DAILY RUBBISH/DEBRIS REMOVAL AND ALL REQUIRED FINAL CLEANING OF WORK AREAS WHEN COMPLETED. PROVIDE SWEEPING AND MOPPING OF TILE FLOORS, VACUUMING OF CARPETED AREAS, WIPE DOWN OF FURNITURE, REMOVAL AND DISPOSAL OF ALL CONSTRUCTION DEBRIS, REMOVAL OF ALL CONSTRUCTION MATERIALS AND EQUIPMENT, AND RESTORATION OF ANY DAMAGED SURFACES/FINISHES.
 29. CONTRACTOR SHALL PROVIDE A MINIMUM OF THREE (3) SETS OF A CHECKED AND BOUND OPERATIONS & MAINTENANCE MANUALS WHICH SHALL EACH CONTAIN AS-BUILT DRAWING(S), APPROVED SHOP DRAWING(S), EQUIPMENT CUTSHEETS, INSTALLATION INSTRUCTIONS, OPERATION INSTRUCTIONS, TROUBLESHOOTING INSTRUCTIONS, SPARE PARTS LIST, WARRANTIES, MANUFACTURER/EQUIPMENT REPRESENTATIVE CONTACT NAMES, ADDRESSES AND PHONE NUMBERS, AS WELL AS CONTRACTOR/SUBCONTRACTOR CONTACT NAMES, ADDRESSES AND PHONE NUMBERS.



BID SHEET

KT MURPHY ELEMENTARY SCHOOL
MEDIA CENTER HVAC UPGRADES

BID FORM
STAMFORD PUBLIC SCHOOLS
KT MURPHY ELEMENTARY SCHOOL
MEDIA CENTER HVAC UPGRADE

Bid Sheet

BASE-BID (INCLUDING \$6500.00 TOTAL ALLOWANCE:

LUMP SUM:

PRICE IN WORDS:

ADD/ALTERNATE #1: To replace the new fluorescent lighting fixtures with L.E.D. fixtures as specified on the plans & specifications, and all related work.

LUMP SUM:

PRICE IN WORDS:

PROJECT COMPLETION SCHEDULE REQUIRES FULL COMPLETION BY SEPTEMBER 30, 2014

ACCEPT SCHEDULE: YES _____ NO _____ (INITIALS)

ACKNOWLEDGE RECEIPT OF ADDENDA:

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

NAME & TITLE:

COMPANY NAME:

ADDRESS:

AUTHORIZED SIGNATURE:

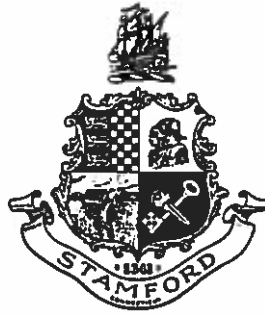
EMAIL

PHONE:

FAX:

DATE:

TAX ID NUMBER:



PREVAILING WAGE RATE INFORMATION

MEDIA CENTER HVAC UPGRADES

KT MURPHY ELEMENTARY SCHOOL

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

**Minimum Rates and Classifications
for Building Construction**

ID# : B 18956

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:
State#:

Project Town: Stamford
FAP#:

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

CLASSIFICATION

Hourly Rate

Benefits

1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings

35.00

27.41

1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**

2) Boilermaker

35.24

25.01

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	28.49 + a
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3b) Tile Setter	33.05	23.28
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	25.95	19.82
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3e) Plasterer	32.50	27.46
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-----LABORERS-----

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	26.40	17.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	26.65	17.15
4b) Group 3: Jackhammer Operators/Pavement Breaker, mason tender (brick) and mason tender (cement/concrete)	26.90	17.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80	26.65	17.15
4d) Group 5: Air track operators, Sand blasters	27.15	17.15
4e) Group 6: Nuclear toxic waste removers, blasters	29.40	17.15

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped)	27.40	17.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew	26.90	17.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew	26.40	17.15
4i) Group 10: Traffic Control Signalman	16.00	17.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	30.45	21.65
5a) Millwrights	30.78	22.15

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	50.75	39.65
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	47.15	26.785+a+b
-----LINE CONSTRUCTION-----		
Groundman	24.37	6.5%+10.04
Linemen/Cable Splicer	44.30	6.5%+17.70
8) Glazier (Trade License required: FG-1,2)	34.18	17.75

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	28.98
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.60	21.55 + a
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As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.01	21.55 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	33.36	21.55 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	32.96	21.55 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	32.53	21.55 + a

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	30.49	21.55 + a
Group 12: Wellpoint operator.	30.43	21.55 + a
Group 13: Compressor battery operator.	29.85	21.55 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

Group 16: Maintenance Engineer/Oiler.	27.65	21.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	29.54	21.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	30.62	17.75
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10b) Taping Only/Drywall Finishing	31.37	17.75
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As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

10c) Paperhanger and Red Label	31.12	17.75
10e) Blast and Spray	33.62	17.75
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	39.31	26.27
12) Well Digger, Pile Testing Machine	33.01	19.40 + a
Rofer: Cole Tar Pitch	38.00	13.25+a
Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	36.50	13.25+a

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	43.41	31.90
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	39.31	26.27
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-----TRUCK DRIVERS-----

17a) 2 Axle	27.88	18.27 + a
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17b) 3 Axle, 2 Axle Ready Mix	27.98	18.27 + a
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17c) 3 Axle Ready Mix	28.03	18.27 + a
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As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	18.27 + a
17e) 4 Axle Ready Mix	28.13	18.27 + a
17f) Heavy Duty Trailer (40 Tons and Over)	28.33	18.27 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	18.27 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	39.76	19.87 + a
19) Theatrical Stage Journeyman	22.22	6.53

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Wednesday, March 26, 2014

Project: Media Center HVAC Upgrade At KT Murphy Elementary School

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Wednesday, March 26, 2014



INSURANCES

KT MURPHY ELEMENTARY SCHOOL

MEDIA CENTER HVAC UPGRADES

City of Stamford
HVAC Replacement at KT Murphy School Media Center

INSURANCE requirements: the Contractor shall maintain such paid-up insurance as will adequately protect the Contractor and the City of Stamford, the Board of Education and their respective officers, agents and employees from damages for personal injury (including death) and/or property damage, which may arise from or which may in any way be related to the work or services to be provided hereunder, in such amounts and types as the risk management department of the City of Stamford shall deem reasonably necessary to adequately protect the Contractor, the City of Stamford, the Board of Education and their respective directors, officers agents and employees.

At a minimum, the Contractor shall maintain the following insurance coverages:

- Commercial general liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate. This insurance shall contain, but not be limited to, contractual liability insurance, which covers any indemnities contained in this contract, products liability and completed operations coverage, which shall be maintained for a period of not less than three (3) years following termination of the work or services to be provided by the Contractor or termination of the Contract, whichever is later, personal injury and advertising liability, broad form property damage coverage and operations liability.
- Commercial automobile liability insurance in a minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance shall cover, but not be limited to, all owned, non-owned and hired/leased vehicles.
- Workers' compensation insurance, which complies with all the workers' compensation laws and regulations of the State of Connecticut.
- Employer's liability insurance, which contains minimum limits of liability of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.

The commercial general liability and automobile liability insurance policies required hereunder shall designate the City of Stamford, the Board of Education and their employees, agents and officers as additional insureds.

Any insurance required hereunder, which is underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date of the date the contract is executed or the date the Contractor commences services or work, whichever is earlier, and an extended reporting date the later of the date the work or services required hereunder are completed or the termination date of the Contract.

The Contractor agrees to waive any right of any claim, loss or damage against the City of Stamford, the Board of Education and their employees, agents and officers for any work or services to be provided by the Contractor hereunder. All insurance required hereunder shall be endorsed to contain waivers of subrogation against the City of Stamford, the Board of Education and their employees, agents and officers.

The Contractor agrees to provide evidence of the insurance required hereunder to the Risk Manager of the City of Stamford prior to commencement of any work or services under the Contract and upon expiration or termination of any insurance policies required hereunder.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions.

The Vendor agrees to provide the Risk Manager for the City of Stamford with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the Risk Manager deems appropriate, prior to commencement of services under this Agreement hereunder and throughout the full term of this contract upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.

The Vendor shall require its contractors / sub-contractors to maintain insurance coverage, which is commensurate with their type and amount of work and or services being provided the City of Stamford requires of the Contractor. Failure to require its contractors to maintain such insurance could result in termination of this Agreement.

The insurance required hereunder shall not serve to limit the liability of the Contractor with respect to any obligations or liabilities it assumes under the Contract.

ADDRESS		CERTIFICATE OF INSURANCE					
PRODUCER Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
		COMPANIES AFFORDING COVERAGE					
INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number		COMPANY A Name of Insurance Company		COMPANY B Name of Insurance Company		COMPANY C Name of Insurance Company	
COVERAGES							
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>							
CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY (FOREIGN)		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$2,000,000	
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000	
	<input checked="" type="checkbox"/>	OWNER'S & CONT PROT Contractual Liability, Broad Form Property Damage, Broad form property damage and X,C,U coverage				EACH OCCURRENCE \$1,000,000	
						FIRE DAMAGE (Any one fire)	
				Each claim / incident \$2,000,000			
A	AUTOMOBILE LIABILITY		XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX		
	<input checked="" type="checkbox"/>	ANY AUTO				COMBINED SINGLE LIMIT \$1,000,000	
		ALL OWNED AUTOS				BODILY INJURY (Per Person) \$	
		SCHEDULED AUTOS				BODILY INJURY (Per Accident) \$	
		HIRED AUTOS				PROPERTY DAMAGE \$	
		NON-OWNED AUTOS					
GARAGE LIABILITY					AUTO ONLY - EACH ACCIDENT \$		
	ANY AUTO				OTHER THAN AUTO ONLY:		
					EACH ACCIDENT \$		
					AGGREGATE \$		
EXCESS LIABILITY					EACH OCCURRENCE \$		
	UMBRELLA FORM				AGGREGATE \$		
	OTHER THAN UMBRELLA FORM				\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS \$	
	EMPLOYERS' LIABILITY					EACH ACCIDENT \$500,000	
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL					DISEASE - POLICY LIMIT \$500,000	
	<input type="checkbox"/> EXCL					DISEASE - EACH EMPLOYEE \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: <i>City of Stamford, Board of Education, and their employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. Waivers of subrogation in favor of City of Stamford, Board of Education, and their employees, agents and officers. All insurance required hereunder are primary, non excess or contributory to any insurance maintained by or on behalf of City of Stamford and Board of Education.</i>							
CERTIFICATE HOLDER				CANCELLATION			
City of Stamford 888 Washington Boulevard Stamford, CT 06904				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			

BID FORM

DATE:

BID No: S-6419

TAX I.D. NO: _____

BIDDER: _____

ADDRESS: _____

PHONE NO: _____ FAX NO: _____

NOTE

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL, OFFICER OR OWNER OF THE BIDDING FIRM. SUCH SIGNATURE WILL ATTEST TO THE FACT THAT THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS BID HAVE BEEN READ, UNDERSTOOD AND ACCEPTED BY THE BIDDER.

BY: _____

(SIGNATURE)

(PRINTED NAME)

TITLE: : _____

DATE: _____

BID DEPOSIT (IF APPLICABLE): _____