The Ox Ridge Building Committee (ORBC) is seeking to engage an Agent to provide commissioning services for the design and construction of a new Ox Ridge Elementary School in Darien Ct. Respondents are required to submit 12 printed copies and one electronic copy of their proposal in a sealed envelope marked “Ox Ridge School Commissioning Agent Services RFP” to the Office of the First Selectman, 2 Renshaw Road, Town Hall, Darien, CT no later than Tuesday at 2:00pm on September 3, 2019.

The ORBC reserves the right to reject any or all RFPs, or waive defects in the same, if it deems such to be in the best interest of the ORBC. The ORBC is not required to accept the lowest fee proposal, nor is it obligated to enter into an agreement on the basis of any proposal submitted in response to the RFP.

Questions regarding the RFP should be directed via email only to:

Rusty Shriner
ORBC
rshriner@darienct.gov

Any addenda will be distributed by the ORBC via the Ox Ridge Building Committee page on the Town of Darien web site (www.darienct.gov). All firms are responsible for checking for new addenda.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town of Darien or ORBC employee, officer or official concerning this RFP, except as noted above. A proposer’s failure to comply with this requirement may result in disqualification.

PROJECT DESCRIPTION
The current Ox Ridge Elementary School is located on 10 acres in a residential zone at 395 Mansfield Avenue in Darien, CT. The Board of Education, after completion of a master plan done by KG&D Architects (available on-line), approval of the Board of Education Specifications (available on-line), and with subsequent analysis, has determined that a completely new school is needed on the site. The project must be designed and constructed in accordance with the BoE Specifications, and must meet or exceed the CT High Performance Buildings and the OSCGR
process and requirements for school construction. The existing school must remain functional during the project.

The project has a budget of $63,000,000 with construction costs currently estimated at $54,000,000 for a building, conceptually, of approximately 110,000 sq.ft. The team and initial schedule is:

**Project Schedule**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conceptual Design/Site</td>
<td>August 2019</td>
</tr>
<tr>
<td>Schematic Design</td>
<td>November 2019</td>
</tr>
<tr>
<td>Design Development Documents</td>
<td>March 2020</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>July 2020</td>
</tr>
<tr>
<td>Construction Start</td>
<td>October 2020</td>
</tr>
<tr>
<td>Construction Completion</td>
<td>August 2022</td>
</tr>
</tbody>
</table>

**Project Team**

- Architect: SLAM
- Construction Manager: O&G/AP Joint Venture

**SCOPE OF SERVICES**

**Professional Services**

The Commissioning Agent (CxA) will plan, manage, perform and report on the commissioning activities, utilizing the reporting formats and standardized forms provided by the CxA whenever required. The CxA will submit deliverable reports to the ORBC, the design team, and the Construction Manager according to a project schedule set by CxA and agreed upon by Owner, CM and the Architect. All commissioning tasks be conducted in a transparent manner and involve the building engineer and operations staff to the greatest degree possible.

**Commissioning Agent Responsibilities by Phase**

The commissioning is required as one quality measure of the construction of this building in order to assure that the final building meets the original intent of the Owner’s design. The proposer is free to suggest changes and improvements to this process. Following is a summary of the commissioning process and scope of work the Owner requests for this project.

A. **Commissioning Process During Design & Bid Phase**

The commissioning process activities by the CxA during the design & bid phase include:

1. Conduct a commissioning kick-off meeting with the project team.
2. Review the Owner’s Project Requirements.
3. Review the Basis of Design as prepared by the Design team.
4. Attend meetings, design workshops, design reviews, and value engineering discussions during design. Participate in discussions relating to new technologies being evaluated to meet energy efficiency and sustainability requirements.
5. Perform commissioning design review and conduct a design review meeting at each review. Verify the Basis of Design in regard to the Owner’s Project Requirements.
   a. Schematic Design
   b. Design Development
   c. 90% Construction Document
d. 100% Construction Document

6. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. The specifications shall follow the intent of ASHRAE Guideline 0-2005 The Commissioning Process. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process, reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, and the functional testing process.

7. Develop a commissioning plan encompassing the design, construction, occupancy and operations phases.

B. Commissioning Process During the Construction Phase

During the construction phase, the CxA will coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently update timeline, schedules, and technical expertise. The commissioning process activities accomplished by the CxA during the construction phase include:

1. Update construction phase commissioning plan and integrate with overall schedule. Organize the commissioning process components and conduct a commissioning kick-off meeting where the commissioning process requirements are reviewed with the commissioning team.

2. Review submittals concurrent with the design professional’s review for compliance with the Owner’s Project Requirements.

3. Coordinate and lead an integrated controls meeting.

4. With necessary assistance and review from the installing contractors, develop and write construction checklists. Submit to CM and Owner for approval.

5. Perform monthly site visits, as necessary, to observe component and system installations. Accomplish a statistical review of construction focusing on the owner's design intent and the quality process. Coordinate field visits to attend planning and job-site meetings during the same visit to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the Owner's design intent. Assist in resolving any discrepancies. Document construction checklist completion by reviewing completed construction checklists and by selected site observation. Sampling Rate per Table 1 provided at the end of this section.

6. Attend project meetings and conduct commissioning team, coordinated with project meetings, as necessary to plan, develop the scope, coordinate, schedule activities and resolve problems.

7. Witness initial HVAC piping pressure test and flushing to be confident that proper procedures were followed. Include testing documentation in the commissioning record.

8. Witness initial ductwork testing and cleaning to be confident that proper procedures were followed. Include documentation in the commissioning record.

9. Review mock-ups and/or initial first piece installation.

10. Document systems startup by reviewing start-up reports and by selected site observation.
11. Verify air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.

12. With necessary assistance and review from installing contractors, write the functional test procedures. Submit to A/E and Owner for review and approval.

13. Oversee and document the execution of the functional performance tests by the contractors.

14. Coordinate retesting, as necessary, until satisfactory performance is achieved. Retesting beyond one day will be at the expense of the contractors.

15. Maintain a master issues log and a separate testing record. Provide to the CM and Owner written progress reports and test results with recommended actions.

16. Review the Operations and Maintenance Manuals developed by the Contractors.

17. Reviews the Systems Manual developed by the Contractors.

18. Review training plans and program developed by the Contractors, recommend pre-approval, and verify that the training is provided.

19. Complete the final commissioning process report.

C. Commissioning Process During the Post-Occupancy Phase

1. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.

2. Return to the site at 10-months into the 12-month warranty period. Review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also, interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

D. The Commissioning Agent is Not Required to:

1. Establish design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the general contractor and the design team. The CxA will report to the owner any deficiencies or discrepancies.

2. Review or approve change orders.

E. Observation and Testing Requirements

<table>
<thead>
<tr>
<th>Equipment or Systems</th>
<th>Sampling Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>HVAC Systems</td>
<td></td>
</tr>
<tr>
<td>All Equipment of the HVAC System</td>
<td></td>
</tr>
<tr>
<td>Heating Heat Exchangers</td>
<td>100%</td>
</tr>
<tr>
<td>Pumps</td>
<td>100%</td>
</tr>
</tbody>
</table>
Air Handling Units 100%
Ventilation Fans 30%
Toilet and General Exhaust Fans 100%
VFDs 100%
Air Terminal Units (VAV, FCU, etc.) 30%
Ductwork N/A
Piping N/A
Smoke Exhaust Fans 100%
Building Automation System 100%

*Plumbing and Fire Protection Systems*
Domestic Hot Water System 100%
Domestic Hot Water Heaters 100%
Thermostatic Mixing Valves 100%
Domestic Hot Water Recirculation Pumps 100%

*Electrical Systems*
Emergency Generator 100%
Emergency Power System (System Test Only) 100%
Lighting and Lighting Control Systems 30%
Normal Power Systems 30%

*BuildingEnvelope Systems*
Curtain Wall 4 tests
Exterior Doors and Windows 4 tests
Insulation 4 tests
Waterproofing 4 tests
Roofing 4 tests
Air barriers 4 tests
Joint sealants 4 tests
Vapor barrier 4 tests

**SELECTION AND DESIRED QUALIFICATIONS**

*Commissioning Agent Selection Process*
Request for Proposals Issued Aug 15, 2019
Questions Due Date Aug 22, 2019
Proposal Due Date Sept 3, 2019
Estimated Award Date Sept 5, 2019

*Desired Qualifications*
It is the Owner’s desire for the person(s) designated as the CxA to satisfy as many of the following requirements as possible:

1. Acted as the principal commissioning agent for at least five projects of comparable size, type and scope, particularly schools.
2. Extensive experience in the operation and troubleshooting of HVAC systems and energy management control systems.

3. Extensive field experience. A minimum of five full years in this type of work is required.

4. Knowledgeable in building operation and maintenance and O&M training.

5. Knowledgeable in national building & fire codes as well as water-based fire extinguishing systems, detection systems and alarms systems.

6. Knowledgeable in test and balance of both air and water systems.

7. Experienced in energy-efficient system and control strategy optimization.

8. Demonstrated experience with total building commissioning approach including building enclosure.

9. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.

10. Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade contractors.

11. Experienced in writing commissioning specifications.

12. Licensed as a Professional Engineer or hold a S-1 license. Other technical training, such as past commissioning or field experience is desirable.

13. Certified as a commissioning agent by either the Building Commissioning Association or the Association of Energy Engineers

14. Familiarity with the requirements of CT High Performance Buildings and experienced in working with the OSCG&R.

The required expertise for this project will be based on the skill and experience set of the full team making the proposal. A member of the prime firm will be the project manager who is the member of the team that will coordinate the commissioning activities from the technical perspective. This party may not necessarily be the team’s overall project or contract manager. The commissioning agent must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the commissioning agent or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. Subcontractor qualifications shall be included and clearly designated in the response to this scope of work.

**Evaluation Criteria**

Firms meeting the desired qualification set forth above and complying with the requirements of this RFP will be evaluated based on the following evaluation criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant Project Experience</td>
<td>30</td>
</tr>
<tr>
<td>Project Team Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>Project Approach</td>
<td>25</td>
</tr>
<tr>
<td>Fee Proposal</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td><strong>Total Possible Points</strong> 100</td>
</tr>
</tbody>
</table>
The Owner will base its initial ranking of commissioning firms on the above evaluation criteria. References will be very important in the evaluation process, and, if necessary, the Owner will conduct interviews.

SUBMISSION REQUIREMENTS
Proposals shall include the following information at a minimum:

I. Executive Summary
   - Please provide a narrative history of your firm and its relevant commissioning experience.

II. Relevant Project Experience
   - Reference a minimum of three relevant commissioning projects of similar type and scale to this scope. Include project name, location, brief description, and total square footage, a list of systems commissioned, and a client reference.

III. Proposed Project Team
   - Provide an organization chart and resumes for all key personnel. For each of the key personnel provide a resume that provide the following information:
     - Relevant background, credentials and experience with specific project of comparable nature and scope.
     - Clearly defined roles and responsibilities as well as estimated time commitment to this project.

IV. Project Approach
   - Include your project understanding, approach and methodology, and key elements and factors which differentiate your firm from your competition.

V. References
   - Names and contact information of 5 recent project Owners
   - Names and contact information of 3 CMs of recent commissioning project clients

VI. Fee Proposal
   - The fee proposal shall be submitted utilizing the format shown in Attachment A: Fee Breakdown Form.
   - The total fee for each phase of the commissioning work will be broken down by anticipated hours required to complete each commissioning activity.
   - Provide a list of hourly billing rates per person assigned to the project, to be used for additional services.
   - List reimbursable expenses and the direct cost of each reimbursable.

QUESTIONS AND AMENDMENTS
The ORBC reserves the right to reject any and all proposals and to request clarification of information. The ORBC is not required to accept the lowest fee proposal nor is it obligated to enter into an agreement on the basis of any proposal submitted in response to this document.
INDEPENDENT CONTRACTOR
The commissioning agent shall be and operate as an independent contractor in the performance of the commissioning services. The commissioning agent shall have complete charge of the personnel proposed as part of its team, and all persons employed by the commissioning agent shall be employees of said commissioning agent and not employees of the ORBC or the Town of Darien in any respect.

WORK PRODUCT OWNERSHIP
All work products provided to the ORBC as part of the commissioning agent's activities on the Ox Ridge School project will be the sole property of the ORBC.

COMPLIANCE WITH LAWS
The commissioning agent shall comply with all applicable laws, bylaws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the contract.

SUB-CONTRACTORS
The selected commissioning agent shall not subcontract any of its Work or Services to be performed to others without the express prior written consent of the ORBC.

NONDISCLOSURE
The commissioning agent agrees that it will not divulge to third parties, without the written consent of the Owner, any information obtained from or through the Owner, Architect or others in connection with the Project, except to the extent necessary to carry out the comply with this RFP.

ATTACHMENT
Attachment A – Fee Breakdown Form

INSURANCE REQUIREMENTS
Attachment B – Insurance Requirements
<table>
<thead>
<tr>
<th>Design &amp; Bid Phase Services</th>
<th>TOTAL HOURS</th>
<th>TOTAL FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioning Kick-off meeting with Team</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review Owner's Project Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review Basis of Design (prepared by Design team)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attend Integrated Design Meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of SD Documents and meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of DD Documents and meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of 90% CD Documents and meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of 100% CD Documents and meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development of Commissioning Specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development of Commissioning Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction Phase Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update Construction Phase Cx Plan and integrate with overall project schedule and Lead Cx Kickoff meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of Contractor Submittals, RFI's, Mtg. Minutes, Etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinate and lead Controls Integration Meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop and Distribute Construction Checklists</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project &amp; Commissioning Coordination Meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Witness Initial HVAC Piping Pressure Test &amp; Flushing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Witness Initial Ductwork Testing &amp; Cleaning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Visits to Verify Installation Checklists</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review Mock-Ups and/or First Piece Installations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verify Equipment Start Up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review and Verify TAB Reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop Functional Performance Test Procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oversee &amp; Document Functional Systems Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinate Retesting (1 day)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop &amp; Maintain Cx Issue Log</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review O&amp;M Manual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review System Manual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verify Operator &amp; Occupant Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production of Final Cx Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Post-Occupancy Phase Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinate and Witness Opposite Season &amp; Deferred Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform a Near Warranty End Review, Interview and Assistance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Project Expenses**

**Grand Total, Fees & Expenses**

**Add Alternates, [If Applicable]**
Attachment B – Insurance Requirements

The Auditor (hereinafter called the Contractor) shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of Darien and Darien Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

1) Commercial General Liability:
$2,000,000 per occurrence, $3,000,000 aggregate each claim for bodily injury, personal injury, property damage, contractual liability and products/completed operations.

2) Automobile Liability and Physical Damage Coverage:
$500,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and $1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

3) Workers’ Compensation:
Coverage A / Workers’ Compensation: statutory limits as required by the Labor Code of the State of Connecticut. Coverage B / Employer’s Liability: limits of $100,000 each accident, $500,000 disease/policy limit, $100,000 disease/each employee. If the Contractor decides not to procure workers’ compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers’ Compensation Act’s (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers’ compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of Darien, the Darien Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor’s employees during the course of the performance of this contract, however caused.

4) Crime & Fidelity:
Coverage A - $1,000,000 Employee Theft
Coverage B - $1,000,000 Forgery & Alteration
Coverage C - $1,000,000 Theft of Monies & Securities
Coverage D - $1,000,000 Robbery & Safe Burglary
The above named coverages shall provide third party coverage. The Contractor shall provide that
the bonding company name the **Town of Darien and Darien Board of Education as Joint Loss Payee** for purposes of this Contract.

5) **Professional Liability:**
$1,000,000 per occurrence, $3,000,000 aggregate each claim.

6) **Personal Property:**
"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed $1,000. The Contractor agrees that the Town will not assume any responsibility for the Contractor’s personal property.

B. **Additional Insured Endorsement:**
All liability policies (with the exception of Worker’s Compensation and Professional Liability) shall have the Town of Darien, the Darien Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions endorsed as an **Additional Insured** on a primary and non-contribution basis with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

C. **Acceptability of Insurers:**
Contractor’s policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Administrative Officer.

D. **Subcontractors:**
Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. **Waiver of Subrogation:**
Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Town.

F. **Claims-Made Form:**
If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each policy expiration.

G. **Aggregate Limits:**
If a general aggregate is used, the general aggregate limit shall apply separately to the project or
shall be twice the occurrence limit. All aggregate limits must be declared to the Town. It is agreed that the Contractor shall notify the Town with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

H. Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town. Ten (10) days prior written notice shall be given for non-payment of premium.

J. Other Insurance Provisions:
The policies are to contain, or be endorsed to contain, the following provisions:

1) Liability Coverage

   a) The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.

   b) Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought.

   c) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.

K. Verification of Coverage:

The Contractor shall provide the Town with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Town of Darien, Administrative Officer, 2 Renshaw Road, Darien, CT 06820.

L. Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.