

I.

WESTPORT BOARD OF EDUCATION
110 MYRTLE AVENUE
WESTPORT, CT 06880
203 341-1002
SPECIFICATION COVER SHEET
BID #15-033-BOE
CLASSROOM REFURBISHING

VENDOR MUST ENCLOSE TWO COPIES OF THIS SPECIFICATION COVER SHEET and TWO COPIES OF THE BID SPECIFICATIONS PRICING SHEETS WHEN RESPONDING TO THIS BID.

The Board of Education reserves the right to reject any and all bids, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport. The Westport Board of Education is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON BID DEADLINES AND REQUIREMENTS:

NAME OF BID: CLASSROOM REFURBISHING

TYPE OF BID: Sealed BID Bid #: 15-033-BOE

BID CLOSURE DATE: Received Until: DATE: JUNE 30, 2015 TIME: 10:00 A.M.

LOCATION TO FORWARD BID: Elio Longo, Director of School Business Operations
Westport Board of Education
110 Myrtle Avenue, Room 300
Westport, CT 06880

MANDATORY WALK THROUGH ON JUNE 19, 2015 AT 9:00 A.M. STARTING AT STAPLES HIGH SCHOOL, 70 NORTH AVENUE, WESTPORT, CT 06880

BID SECURITY: Bid Security Required _____% BID Security *Not* Required X

PREVAILING WAGE: Required X Not Required _____

FORMS TO COMPLETE BID: Submit two copies of the Bid Specification Sheets and Proposals
Identify Name of BID and BID Number on Envelope:

CLASSROOM REFURBISHING
BID #15-033-BOE

LENGTH OF TIME PRICES WILL BE HONORED: MUST BE 120 DAYS

STATE ESTIMATED DELIVERY DATE: _____

STATE ESTIMATED COMPLETION DATE: _____

Experience: Provide a detailed written summary of the Proposer's experience, qualifications, financial strength, and capability in providing similar services elsewhere. The Proposer should also include three (3) references from similar engagements for Connecticut Municipal and School clients along with individual names and telephone numbers.

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**WESTPORT BOARD OF EDUCATION
SPECIFICATION COVER SHEET
BID #15-033-BOE - CLASSROOM REFURBISHING**

Staff Plan: Identify key staff that will provide any portion of the services required under the contract. For each identified individual, provide background and experience, and areas and levels of responsibility.

Engagement Team: The key personnel assigned to this engagement are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the Town and/or BOE and the selected firm.

**BID#15-033-BOE
CLASSROOM REFURBISHING**

MANDATORY WALK THROUGH ON JUNE 19, 2015 AT 9:00 A.M. STARTING AT STAPLES HIGH SCHOOL, 70 NORTH AVENUE, WESTPORT, CT 06880

Notice is hereby given that sealed bids on the following will be received at the Office of the Director of School Business Operations until:

JUNE 30, 2015 at 10:00 A.M.

at which time they will be publicly opened and read aloud:

**BID#15-033-BOE
CLASSROOM REFURBISHING**

Location of bid opening: Westport Public Schools, 110 Myrtle Avenue, Westport, CT 06880 - ROOM # 307

The Board of Education reserves the right to reject any and all bids, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport.

Questions regarding this bid should be directed to Theodore Hunyadi, Director of Facilities, at 203-341-1271.
I have read and understand the bid requirements of this bid specifications included for my review herein:

Signature of Company Representative

Date

TYPED NAME AND TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

EMAIL ADDRESS: *(Please print clearly or attach business card):* _____

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II.

**WESTPORT PUBLIC SCHOOLS
CLASSROOM REFURBISHING
BID #15-033-BOE**

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III.

DRUG-FREE PLACE CERTIFICATE

I hereby certify that this company:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the place and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
2. Has a written policy informing employees about the dangers of drug abuse in the place, the firm's policy of maintaining a drug free place, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the place no later than five (5) days after such conviction or plea.
5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
6. This firm will make a good faith effort to continue to maintain a drug free place.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: _____ *Date:* _____

Print Name: _____ *Telephone #:* _____ *Fax #:* _____

Company: _____ *Email:* _____

IV.

CONDITIONS FOR BIDDING

1. The Westport Public Schools reserves the right to reject any bid if it is deemed to be in the best interests of the Town of Westport, Connecticut, Westport Public Schools and its students.
2. The Westport Public Schools reserves the right to grant an award in total or for any part thereof for the items or services being bid. In addition, the Westport Public Schools reserves the right to award this bid as a package in conjunction with other bids for similar services/supplies/equipment. The Westport Public Schools reserves the right to award with preference to State of Connecticut contract holders and/or local vendors.
3. The submission of a bid shall be conclusive evidence that the bidder has satisfied himself as to the requirements of the bid specifications and any controlling conditions which may exist.
4. Bidders may not withdraw their bid for a period of 180 days from the date of bid opening. The Westport Public Schools and the bidder may mutually agree to extend the time limit.
5. In determining the ranking of responsible bidders, the Westport Public Schools may consider, in addition to price, the quality, availability and type of items, the experience of the bidder, the sufficiency of the financial resources of the bidder and the reputation of the bidder for ability, integrity, judgment and performance, as well as the ability of the bidder to provide future service/supplies/equipment.
6. It is anticipated that the goods will be needed for the current school year, but the Westport Public Schools reserves the right to cancel or alter this service because of enrollment changes, budget consideration or unforeseen circumstances which require a change.
7. All bid prices are to include the complete costs, which includes inside delivery to each school or location with installation and assembly of same, if applicable, and training, if applicable. All deliveries must be made prepaid and must be delivered to the location subsequently designated on the purchase orders at no cost over and above the bid price indicated in your bid. Deliveries must be made inside building indicated. In no case will collect shipments or sidewalk deliveries be accepted. A packing slip shall be included in each shipment. All packages must be clearly marked as to content.
8. The Westport Public Schools of the Town of Westport supports efforts to reduce the use of illegal drugs in the workplace. In instances where responsible prospective bidders submit identical tie bids, preference shall be given to the businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Westport Public Schools for the procurement of commodities or contractual services which are bid, a bid received from a business which has certified that it has implemented a drug-free workplace program shall be given preference in the award process. The drug-free workplace program certification is attached and is to be submitted with the bid package by the bidder along with other bid documents in order to receive preference. This policy shall become effective in accordance with the provisions of the Charter of the Town of Westport regarding bidding procedure.
9. **ALTERNATIVES:** When proposing an alternate item, indicate the Brand and Model identification on the bid specification sheets. To have alternates considered, complete specifications and submit catalogues describing the product must accompany the bid. The Westport Public Schools reserves the right to request equipment samples on specific items.

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CONDITIONS FOR BIDDING

10. **SUBSTITUTIONS:** Indicate on the Specification Sheet substitutions identified by name or catalogue number and the net difference in cost to the Westport Public Schools. Listed substitutions will be considered for approval only after the award of contract; the Westport Public Schools reserves the right to require the originally specified material or equipment at the price submitted by the bidder in his bid, notwithstanding the fact that the bidder may have based a price for a specific item on a proposed substitution. In this regard, the determination shall be made in good faith, on the basis of the quality and type of the article listed. Any benefit in price reduction due to a substitution shall accrue to the Westport Public Schools.
11. **FORM AND STYLE OF BID:** All blanks on the Specification Form, except where otherwise requested, shall be filled in by typewriter or manually in ink.
12. **WARRANTIES:** Whenever an item or service is covered by a specified product or service warranty, such warranties must be submitted with the official bid or quotation specification sheets. All such warranties shall inure to the benefit of the Westport Public Schools.
13. See attached Specification Cover Sheet to be used.

NOTE: By bidding on this contract the vendor agrees that any or all past clients may be contacted by the Westport School System. The vendors bidding on this contract also agree to release and discharge by bidding on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge the Westport School System, its Westport Public Schools and all employees and any or all other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by the Westport School System to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted.

14. Any alleged oral agreement or arrangement made by a Bidder or Contractor with any agency, or the Director of School Business Operations, or any employee of the Westport Public Schools shall be disregarded.
15. The Westport Public Schools of the Town of Westport, Connecticut, is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut, including the Federal Transportation Tax. Such taxes should not be included in any Bid price involving the payment of funds from the Westport Public Schools.
16. The Westport Public Schools is an equal opportunity employer and we advise all Bidders of our intent to negotiate business only with other equal opportunity employers. All vendors, distributors, contractors and subcontractors with whom the Westport Public Schools contracts with are obligated to provide equal opportunity without regard to race, creed, color, national origin, age, sex, or handicap.
18. Amendments to, or withdrawals of, Bids received later than the time and date set for the Bid Opening shall not be considered.
19. Bids must be submitted on the BID FORM contained herein.

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CONDITIONS FOR BIDDING

20. Should the Westport Public Schools award this Bid, a Contract shall be entered into between the successful Contractor and the Westport Public Schools (hereafter identified as Contract). The Contract shall not be signed until the Westport Public Schools receives and approves all required Submittals. In addition to the Contract, the Westport Public Schools will issue a purchase order for the work to be awarded in the amount Bid.

21. PREPARATION OF BID

Each Bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. All Bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications and Drawings, together with all Addenda thereto.

Each Bid must be submitted in sealed inner and outer envelopes bearing on the outside the name of the Bidder, his/her address, and the Bid Number for which the Bid is submitted. Both envelopes, containing this information and clearly labeled "BID DOCUMENTS" are to be prepared in this manner so as to guard against opening prior to the time set therefore.

22. QUALIFICATIONS OF THE BIDDER

The Owner may make such investigations as the Owner deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

23. OBLIGATIONS OF THE BIDDER

Bidders must satisfy themselves by personal examination at the site of the proposed work, by review of the Drawing and Specifications including addenda, and by such other means as they may prefer as to actual conditions, requirements, and limits of the proposed work, and as to the accuracy of the information and statements herein contained, and the submission of any Bid will be accepted by the Owner as satisfactory proof that the Bidder has satisfied himself/herself in these respects. The Bidder shall not at any time after the submission of a Bid dispute or complain of such statements or information, nor, assert that there are misunderstandings in regard to the nature, or the amount of work to be done. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve the Bidder of his/her obligation to furnish all materials and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations set forth in his/her Bid, if his/her Bid is accepted.

24. CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the work being performed by others. The Contractor must satisfy himself/herself by his/her own investigation and research as to the nature and location of work, the general and local conditions, including but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction

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CONDITIONS FOR BIDDING

and making of connections of the work to existing facilities and utilities or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, requirements of the Owner and controlling authorities having jurisdiction over various lands, existing structures, facilities and utilities, and all other conditions affecting the work to be done and labor and materials needed.

25. METHOD OF AWARD

The Contract will be awarded at the discretion of the Westport Public Schools, Town of Westport, Connecticut. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids or to waive any informality in submitted Bid Documents whenever such rejection or waiver is in its interest.

The Owner reserves the right to consider as unqualified to do the work required by these Contract Documents any Bidder who does not habitually perform with his/her own forces the major portions of the work involved in construction of the improvements in these Contract Documents.

The ability of the Bidder to obtain any Bonds required herein will be regarded as a test of such Bidder's competency or responsibility.

The Owner will not award the Contract to any Contractor who is at the time of the award ineligible for such Contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State of Connecticut and local laws and regulations.

26. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO A CONTRACT

The successful Bidder, upon his/her failure or refusal to execute and deliver the Contract and all bonds required within five (5) calendar days after he/she has received notice of the acceptance of his/her Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the surety deposited with his/her Bid.

27. NOTICE OF AWARD AND NOTICE TO PROCEED

The Notice to Proceed, if requested by the Contractor, shall be issued within five (5) calendar days of the execution of the Contract by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the five (5) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

Between the Notice of Award and Notice to Proceed, all submittals and shop drawings shall be made.

28. LIQUIDATED DAMAGES

The Westport Public Schools, the Contractor, and the contractor's surety (if applicable) agree in advance of contract performance that:

- a. The damages for non-delivery of specific equipment and/or failure to perform specified work will cause loss of essential services to the Westport Public Schools.

IV.

CONDITIONS FOR BIDDING

- b. The damages to the Westport Public Schools for non-delivery and/or non-performance on specified dates shall be liquidated in the sum of Five Hundred Dollars (\$500) for each calendar day of such delay (Sundays and Holidays included).
- c. The actual determination of said damages is uncertain and may be difficult to prove.
- d. Liquidated damages in the amount of \$500/day for each calendar day of such delay (Sundays and Holidays included) is a reasonable amount in considering the value of the total contract and the significant interruption of an essential service to the Westport Public Schools that said non-delivery and/or failure to perform will cause.

29. RETAINAGE

The Contractor shall make all needed repairs in the work covered by the Contract, due to defective workmanship or materials, during a period of one (1) year after the date of completion of the work by the Contractor, with such date determined by mutual agreement between the Contractor and the Owner.

During this period of one (1) year, the Contractor agrees that the Owner shall retain from the monies payable to him/her the sum of five percent (5%) of the total amount of the Contract. In lieu of the retained five percent (5%), the Contractor may choose to furnish a Guarantee Bond for the equivalent amount.

The Owner may expend the same or as much thereof as may be required in making the aforementioned repairs to the satisfaction of the Owner, if within ten (10) calendar days after the mailing or delivery of a notice in writing by the Owner to the Contractor, he/she shall fail to make the aforementioned repairs; provided, however, that in case of an emergency where, in the opinion of the Owner delay would cause serious loss or damage, the Owner may make repairs without previous notice and at the expense of the Contractor.

At the end of this one (1) year period, the balance of the retained five percent (5%) shall be paid or the Bond returned to the Contractor, provided all the terms and conditions of the Contract shall have been fulfilled. When required by the Owner, the Contractor shall furnish satisfactory evidence that he/she has satisfied all just claims for labor performed or materials furnished for or in the use upon the work herein specified; in the absence of such evidence, the Owner shall have the right to retain sufficient funds to pay all just claims.

30. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their power of attorney.

31. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Drawings, Specifications, or other prebid documents will be made to any Bidder orally. Every request for such interpretation should be in writing, addressed to:

Mr. Theodore Hunyadi, Director of Facilities
Westport Public Schools
110 Myrtle Avenue, Westport, CT 06880
Email: thunyadi@westport.k12.ct.us
Telephone (203) 341-1271, Fax (203) 341-1277

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CONDITIONS FOR BIDDING

In order to be given consideration, such request must be made at least five (5) business days prior to the date fixed for opening of the Bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be mailed by certified mail with return receipt requested or telefaxed to all prospective Bidders, not later than three (3) business days prior to the date fixed for the opening of the Bids. All addenda so issued shall become a part of the Contract Documents.

32. PRICES

Bidders shall state the proposed price for the work by which the Bids will be compared. This price is to cover all the expenses incidental to the completion of the work in full conformity with the Contract, the Specifications and the Drawings. The price or prices proposed shall be stated both in words and in figures, and any Bid not so stated shall be rejected.

In the event there is a discrepancy between the prices written in words and the prices written in figures, the prices written in words shall govern. No Bid will be accepted which does not contain a lump sum price for every item contained in the Bid Form.

33. CONTRACTOR'S QUALIFICATION STATEMENT (when required)

All Bidders are to furnish a Contractor's Qualification Statement. The Statement shall be submitted on the "AIA Document A305 Contractor's Qualification Statement" contained herein.

34. BID BOND (when required)

All Bidders are to furnish a Bid Bond, certified check or cashier's check in the amount of fifteen percent (15%) of the total estimated Bid as Bid security. The surety on the Bid Bond must be a corporate surety licensed to sign surety bonds in the State of Connecticut and also listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government.

The Bid Bond shall be submitted on the "AIA Document A310 Bid Bond" contained herein. If the Bidder submits a certified check or cashier's check the check shall be made payable to the Town of Westport.

35. PERFORMANCE and LABOR AND MATERIAL BOND (when required)

Upon the execution of the Contract, the Contractor shall furnish a Performance and Labor and Material Bond in an amount at least equal to one-hundred percent (100%) of the total Contract price as security for faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection with the Contract. The surety on the bond must be a corporate surety and must meet the requirements stated relative to the Bid Bond except that the amount of the Bond may exceed the limit for which the United States Treasury Department has qualified the surety if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess surety ship has been placed by the surety signing the Bond must accompany the Bond.

The Performance and Labor and Material Bond shall be submitted on the "AIA Document A311 Performance Bond and AIA Document A311 Labor and Material Payment Bond (issued simultaneously)" contained herein.

IV.

CONDITIONS FOR BIDDING

36. PREVAILING WAGE RATES

This project will be governed by the State of Connecticut Department of Labor's Prevailing Wage Rates. It shall be the Bidder's obligation to determine for all trades the applicable prevailing wage rates that will govern this project from the Commissioner, State of Connecticut, Department of Labor, Regulation of Wages Division. The successful Bidder shall submit to the Labor Department upon award of Bid a fully completed "Contractors Wage Certification Form" with any required attachments. A copy of all submissions to the Department of Labor shall be provided to the Owner.

The Contractor shall be responsible for insuring that all Subcontractors pay all workers the established State of Connecticut Department of Labor's Prevailing Wage Rates, should the these rates be applicable for this project

37. QUESTIONS

For questions regarding the bidding procedure, contact Elio Longo, Director of School Business Operations, at (203) 341-1001. For questions regarding the Specifications, contact Theodore Hunyadi, Director of Facilities, Westport Public Schools at (203) 341-1271.

V.

**Insurance Requirements
Vendors/Contractors/Users of Town Properties**

Article: Insurance Requirements

The Vendor/Contractor/User of Town Property shall purchase from and maintain, for the life of the contract, in a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect the Town from claims set forth below which may arise out of or result from the Vendor/Contractor/User of Town Property obligation under this agreement, whether such obligations are the Vendor/Contractor/User of Town Property or by a subcontractor or any person or entity directly or indirectly employed by said Vendor/Contractor/User of Town Property or by anyone for whose acts said Vendor/Contractor/User of Town Property may be liable.

A. Workers Compensation:

Vendor/Contractor/User of Town Property shall provide workers compensation insurance required by law with employers liability limits for at least the amounts of liability for bodily injury by accident of \$ 500,000 each accident and bodily injury by disease of \$500,000.including a waiver of subrogation. If the work is on the water, the Longshore and Harbor Workers Compensation Act coverage is required.

B. Commercial General Liability Insurance:

Vendor/Contractor/User of Town Property shall provide commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (07/04) and CG 2037 (07/04).
- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of liability in favor of the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Vendor/Contractor/User of Town Property shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the Town as an additional insured.

**Insurance Requirements
Vendors/Contractors/Users of Town Properties**

D. Umbrella or Excess Liability Insurance:

Vendor/Contractor/User of Town Property shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverage's described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

E. Errors & Omissions Insurance:

If the agreement is for professional services, the Vendor/Contractor/User of Town Property shall provide errors & omissions insurance for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$3,000,000 in the aggregate. The policy shall name the Town as an additional insured.

F. Educators Errors & Omissions Insurance:

If the agreement is for educational services, the Vendor/Contractor/User of Town Property shall provide educator errors & omissions for liability resulting arising out of any breach of duty, neglect, error, misstatement, or omission committed in the course of their duties. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate. The policy shall name the Town as an additional insured.

G. Contractors Pollution Liability:

If the agreement includes work involving abatement, removal, clean-up or handling of any pollutant or hazardous material, the Vendor/Contractor/User of Town Property shall provide pollution liability insurance, including products and completed operations and contractual liability coverage of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate for this project. The policy shall name the Town as an additional insured and waive subrogation in favor of the Town.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance prior to execution of the agreement by the Town, describing the coverage and prior to 30 days of any renewal. The certificate will include a copy of the additional insured and contractual liability endorsements.

(Note contract should provide that the contractor is obligated to provide the Town with updated certificate.)

VI.

Hold-Harmless and Indemnification Agreement

The Vendor/Contractor/User of Town Property shall fully indemnify, defend and hold harmless the Town/City of Westport and/or the Westport Board of Education and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the Town/City and/or the Board of Education or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The Contractor hereby covenants and agrees that the Town/City and/or the Board of Education shall be endorsed on the Contractor's policies of insurance as additional insured.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in this Section under Paragraph A containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town/City and/or Board of Education or any of their officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town/City and/or Board of Education is excess.

The Vendor/Contractor/User of Town Property insurance carrier will waive all rights of subrogation against the Town/City and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

Signature

Date

Company Name

VII.

SCOPE OF WORK

Furnish materials and labor to complete work as specified at eight (8) Westport Public Schools.

Project Description

This project consists of furnishing labor and materials to complete described work in classrooms, hallways, bathrooms and other areas as directed by the owner.

Work will be completed during non-school hours and on Saturdays and holidays as agreed upon by contractor and owner with an option to work nights at no additional cost. Maintenance of an orderly work site with no disruption of the school environment and the maintenance of a safe work site will be a major concern of the owner during this work.

All work to be completed at each school will be costed out individually by school and by project.

Schools represented:

Coleytown Elementary School
Green's Farms Elementary School
King's Highway Elementary School
Long Lots Elementary School
Saugatuck Elementary School
Bedford Middle School
Coleytown Middle School
Staples High School

Attached please find a bid package for your use. Bids are due JUNE 30, 2015 no later 10:00 A.M. and will be received in the office of Director of School Business Operations, Westport Public Schools, Town Hall, 110 Myrtle Avenue, Westport, CT.

All work to commence on or about July 6, 2015 and will be completed prior to August 12, 2015.

I. LOCATIONS/CONTACTS

SCHOOL/ADDRESS

CONTACT PERSON/TELEPHONE NO.

Staples High School
70 North Avenue
Westport, CT 06880

Horace Lewis, Head Custodian
(203) 341- 1200
(203) 943-9428 - Cell

Bedford Middle School
88 North Avenue
Westport, CT 06880

Harold Ott, Head Custodian
(203) 341-1500
(203) 943-9430 - Cell

Coleytown Middle School
255 North Avenue
Westport, CT 06880

Joseph DiPalma, Head Custodian
(203) 341-1600
(203) 360-2502 - Cell

Kings Highway School
125 Post Road West
Westport, CT 06880

William Broadhurst, Head Custodian
(203) 341- 1800
(203) 943-9437 - Cell

Long Lots School
13 Hyde Lane
Westport, CT 06880

Peter Barcello, Head Custodian
(203) 341- 1900
(203) 604-4616 - Cell

Coleytown Elementary School
65 Easton Road
Westport, CT 06880

Paul Booth, Head Custodian
(203) 341- 1700
(203) 943-9442 - Cell

Green's Farms School
17 Morningside Drive S.
Westport, CT 06880

William McDonald, Head Custodian
(203) 222- 3600
(203) 943-9439 - Cell

Saugatuck Elementary School
170 Riverside Avenue
Westport, CT 06880

Al Orozco, Head Custodian
(203) 221-2900
(203) 943-9448 - Cell

SCOPE OF WORK
COLEYTOWN ELEMENTARY SCHOOL

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>	
Halls by Rms. 7-12, 33-38, 43- Media Center & 24A-30	Hallway	Painting:	Walls, doors, if paintable, door frames and all all paintable surfaces.
28	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
29	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
30	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
31	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
32	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
33	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
34	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.

SCOPE OF WORK
COLEYTOWN ELEMENTARY SCHOOL (cont'd)

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
35	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
36	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
37	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
38	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
39	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
40	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
41	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
42	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.

SCOPE OF WORK
COLEYTOWN ELEMENTARY SCHOOL (cont'd)

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
43	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Gym		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Main Office		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Halls From Rm. 12A To Rm. 6 From Media Center To Rm. 33-Rm. 38 From 24A to 31A	Hallway	Painting: Walls, doors, if paintable, door frames and all all paintable surfaces.

SCOPE OF WORK
GREENS FARMS ELEMENTARY SCHOOL

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
204-211	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
109-116	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
101-105	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
126	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
127	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
215	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
217	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
225	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
227	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
228	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
128B,C,D	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.

SCOPE OF WORK
GREENS FARMS ELEMENTARY SCHOOL (cont'd)

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
129A,B,C	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Halls By 128B,C,D & 129A,B,C	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
231	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
4 th - 5 th Halls	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
K-1 st Halls	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
2 nd -3rd Halls	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Main Office		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.

SCOPE OF WORK
KING'S HIGHWAY ELEMENTARY SCHOOL

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
Gym Stairs/ Halls	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Auditorium		Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Eastside Stairs		Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Halls From Rm. 1 to Rm. 6	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Halls From Rm. 10 to Rm. 11	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Halls From Rm. 207 to Rm. 204	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Halls From Rm. 106 to Rm. 104	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Principal's Office		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Mail Room		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.

SCOPE OF WORK
KING'S HIGHWAY ELEMENTARY SCHOOL (cont'd)

Additional Requirements

All contractors and employees must be Lead Certified and Renovation, Repair, and Painting Certified. All certifications and I.D.s must be supplies with bid package.

Contractor is responsible for disposing of all obsolete or damaged equipment by them under this contract.

All work in the building that disturbs paint must be carried out in full compliance with the requirements of the U.S. Environmental Protection Agency's "Renovation, Repair, and Painting" regulations. This includes, but is not Limited to: (1) oversight by a contractor registered with the EPA, (2) use of properly trained workers and Supervisors, (3) use of lead-safe work practices and where appropriate , (4) surface wipe testing at completion.

Whenever lead paint is disturbed during the project, lead-safe work practices, as defined by the U.S. Environmental Protection Agency, will be employed.

SCOPE OF WORK
LONG LOTS SCHOOL

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
Rm. 7	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 111	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Lower Level Bath		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Lower Level Stairwells		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Rm. 6	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 100	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 102	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 103	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 115	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.

SCOPE OF WORK
LONG LOTS SCHOOL (cont'd)

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
Rm. 117	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 125	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 127	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 128	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 130	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 132	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 133	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Gym		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.

SCOPE OF WORK
LONG LOTS SCHOOL (cont'd)

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
Kitchen		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Boy's Bath By Rm. 5		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Boy's Bath By Auditorium		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Stairwell by Rms. 101-105		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Rm. 8A	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Rm. 8B	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Rm. 9	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Rm. 104	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Rm. 106	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles

SCOPE OF WORK
LONG LOTS SCHOOL (cont'd)

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
Rm. 109	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Rm. 112	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Rm. 113	Classroom	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Main Office Complex Offices		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles
Cafeteria		Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles

SCOPE OF WORK
SAUGATUCK ELEMENTARY SCHOOL

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>	
Cafeteria		Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Main Halls 1 st Floor	Hallway	Painting:	Walls, doors, if paintable, door frames and all paintable surfaces.

SCOPE OF WORK
BEDFORD MIDDLE SCHOOL

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>	
Main Hall From Aud. To Rm. 272	Hallway	Painting:	Walls, doors, if paintable, door frames and all paintable surfaces.
Main Hall From Gym To Rm. 211	Hallway	Painting:	Walls, doors, if paintable, door frames and all paintable surfaces.
Bathrooms by By Choral Rm.		Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Bathrooms by Art Rm.		Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Cafeteria		Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Rm. 209 To Rm. 216	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 220 To Rm. 226	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Rm. 230 To Rm. 232	Classroom	Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.

SCOPE OF WORK
COLEYTOWN MIDDLE SCHOOL

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>	
Guidance/ Main Office 229A & 229B		Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Girl's Locker Rm.		Painting:	Walls, doors, if paintable, door frames, shelves and all paintable surfaces.
Main Hall From Rm. 212 To Rm. 202 2 nd Floor	Hallway	Painting:	Walls, doors, if paintable, door frames and all paintable surfaces.
Main Hall From Nurse's Rm. To Rm. 244	Hallway	Painting:	Walls, doors, if paintable, door frames and all paintable surfaces.
Men's/Women's Bathroom Between Rms. 129 & 124		Painting:	Walls, doors, if paintable, door frames and all paintable surfaces.

SCOPE OF WORK
STAPLES HIGH SCHOOL

Base:

<u>Room #</u>	<u>Type</u>	<u>Work Description</u>
Rm. 1030 Asst. Prin. Office	Office	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Hall K By Main Office	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Rm. 1026 Nurses Office	Office	Painting: Walls, doors, if paintable, door frames, shelves and all paintable surfaces. Ceilings to be painted with a paint that does not change the acoustical value of the tiles.
Bld. 4 Hall	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
2 nd Fl. Hall	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.
Lower Level Hall	Hallway	Painting: Walls, doors, if paintable, door frames and all paintable surfaces.

VIII.

EXHIBIT A DRAWINGS

School Drawings will be handed out at the Mandatory Walk Through on June 19, 2015.

GENERAL INFORMATION

Painting:

- Scraping of all surfaces with loose/peeling paint to be completed prior to painting
- Paint to cover to satisfaction of Owner
- All Walls and ceilings will be repaired and stained kilzed prior to painting
- Paint all metal doors & frames and painted wood doors
- Paint all heating units
- All cracks in sheetrock greater than 1/16" will be taped and flared to match existing area
- All holes in masonry block will be filled
- All window sills and frames will be painted where applicable
- Paint all paintable bulletin boards
- All piping, conduit and the like that is paintable will be painted. Clean all piping prior to painting.
- All unpainted brick in rooms being refurbished should be washed
- Washing of the brick should be completed with Sure-Clean's trisodium phosphate
- Colors to match existing unless otherwise indicated

SPECIFICATIONS:

PAINTING

PART I - GENERAL

GENERAL REQUIREMENTS

All work to be done in accordance with the Westport Public Schools Paint Maintenance Manual. The winning bidder will work with the Westport Public Schools paint supplier to ensure proper materials and methods are being used.

Except as otherwise indicated or specified, paint and finish all existing interior work indicated or specified. Repaint existing surfaces where indicated. Coating systems: as specified herein.

Number of coats specified in addition to shop prime coats: specified in other sections.

All interior painting materials after application: Class A interior finish materials in accordance with the Connecticut Fire Safety Code.

All painting materials: completely lead-free, with a maximum volatile organic content of 3.5 lbs./gal.

COLORS

Walls, Doors & Ceiling: Match all colors as existing with Benjamin Moore.

SUBMITTALS

Submit for review complete data on painting materials proposed for use.

Submit proof of compliance with Class A interior finish requirements of the Connecticut Fire Safety Code.

Submit evidence that all painting materials are completely lead-free.

Submit samples for selection of colors, gloss types, and surface textures.

Submit complete description of painting system proposed for each particular substrate.

DELIVERY AND STORAGE

All painting materials: delivered at buildings and stored until used in original unopened containers bearing manufacturers' printed labels identifying make, brand, and grade.

Store materials within buildings only in rooms or spaces designated. Keep spaces clean and free from accumulation of painters' rags, waste, and other material liable to spontaneous combustion.

PROTECTION

Provide and maintain approved protection in areas where painting is to be performed to properly protect floors, other work, and Owner's equipment from damage.

Make good damage to floors, finish, equipment, and other work that may be damaged.

PART 2 - PRODUCTS

MATERIALS

Putty for use on woodwork: lead-free formulation of approved manufacture with sufficient linseed oil and dryer to produce proper working consistency and setting quality.

Colors: first grade of approved standard make of non-fading paste colors, finely ground in oil.

Woodfiller: paste type, finely ground silica, linseed oil, and dryer; tinted as directed.

Paints: intermix colors selected. All materials: first line (highest quality), manufactured by Sherwin Williams or Benjamin Moore.

Hand Rails: Rustoleum to match existing

Hallway Walls: Use Promar 200 0 VOC Latex Semi-Gloss

Classroom Walls: Use Benjamin Moore Ultra-Spec VOC Latex Eggshell

All Ceilings: Use Benjamin Moore Ultra-Spec VOC Latex Eggshell

Color to be matched to existing walls and ceilings.

MIXING

Mix within the building only in rooms or spaces designated.

Open containers and mix materials in galvanized safe pans.

Do not reduce or change materials in any way except as specified.

Tint and match colors to selected color chips. Apply sample on job. Obtain approval before work is begun.

Thoroughly stir materials.

INTERIOR PAINTING

All classroom walls will be painted with highest quality, first line eggshell enamel paint.

All ceilings will be painted with highest quality, first line flat (eggshell) paint.

All corridor walls, classroom and corridor doors & frames, heating units will be painted with the highest quality first line semi-gloss paint.

Paint to cover to satisfaction of Owner.

Paint all grilles that are flush with walls or ceilings to match.

Paint all pipes, conduit, etc to match location.

Do not paint plastic raceways.

COATING SYSTEM

Paint to be Benjamin Moore

Doors, frames or any other surfaces will be painted to match existing with Sherwin Williams semi-gloss paint.

PART 3 - EXECUTION

PREPARATION OF SURFACES

Wood surfaces to be finished: dry; clean; free of loose dirt, dust, or grit.

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Smooth and fill scratches, dents, cracks, nail holes, raised grain, surface irregularities, similar defects after priming.

After allowing filler to dry overnight, sand lightly. Clean with cloth dampened with thinner. When dry, apply specified finish.

Metal: wash metal surfaces with mineral spirits to remove dirt, oil, or grease before painting.

Where shop coat is abraded spot prime with specified product.

Gypsum board: thoroughly clean, dry. Patched areas: spot primed and allowed to dry. Cracks, abrasions, scratches, in surfaces and openings adjoining trim: cut out as required, fill with manufacturer's recommended patching compound. Make patches flush with adjoining surfaces. Patches: dry, and properly sealed before application of prime coat.

Masonry and concrete surfaces to be painted: thoroughly clean and dry before paint is applied. Remove loose paint.

Wide cracks and unusual openings in broken areas: patch before painting.

Remove oil from surface of concrete. Sand blast, etch, or grind glossy surfaces.

Surface preparation for previously painted surfaces: in accordance with the Painting and Decorating Contractors of America Specification Manual, 1986 Edition, Chapter 3R-Repaint Surface Preparation.

PRIMING (Interior/Exterior)

Field prime coat all surfaces in strict accordance with specifications of manufacturer of finish coat product.

DOOR FRAMES

All door frames, once all loose paint is removed, are to be painted using one coat of Benjamin Moore Acrylic Latex Primer and one coat of Benjamin Moore Latex Semi Gloss Paint. No other paint will be approved.

WORKMANSHIP

All work: performed by skilled mechanics in workmanlike manner.

Clean greasy or oily surfaces with benzine before applying paint.

Do not apply paint to metal surfaces in temperature below 32 Degrees F.

Paint under favorable weather conditions and temperatures suitable for production of good, durable work.

Strain paint materials free from lumps, skins, other foreign matter. Do not reduce or thin except as called for

by manufacturer's printed direction.

Spread paints smoothly and evenly, free from runs, sags, or other defects.

Where 2 or more coats are specified, make undercoat a slightly lighter shade of same color as the succeeding coat. Final coats: match approved color samples.

Fill screw holes, nail holes, cracks, open joints, and other defects after prime coat is dry and before second coat is applied.

Apply materials in strict accordance with manufacturer's printed instructions. Take particular care to conform to stated time limits for re-coating.

Sand gloss finishes and undercoats prior to application of succeeding coats.
Do not apply any succeeding coat until preceding coat is thoroughly dry.

Finish top and bottom edges of doors same as faces.

INSPECTION AND APPROVAL

At the completion of application of each coat, in a particular space or group of spaces in the building, inform the Owner's Representative, so that a visual inspection may be made and written approval given prior to proceeding with application of subsequent coat.

COMPLETION AND CLEANING

At completion, touch up or repaint soiled or marred surfaces. Clean paint splatters, finger marks, smudges from glass, fixtures, floors, other surfaces.

Remove painters' equipment, waste materials, empty containers from premises immediately after completion of work.

WOOD RESURFACING

All wood resurfacing indicated will require sanding/stripping of all surfaces.
Refinishing of wood to match existing for as new appearance.

All counter tops, exposed shelving, coat rack doors both front and back, plus interior shelving of coat racks to be sanded and refinished.

Only areas not to be refinished will be interior portion of enclosed shelves with doors or drawers.

Hallway paneling will require stripping of paint and sanding of surface prior to staining/resurfacing.

Color of stain for hallways will be selected by Owner.
All specifications required for painting will pertain to resurfacing of wood.

IX.

EEOC COMPLIANCE

Conn. Gen. Stat. Sec. 4a-60:

The contractor agrees and warrants that in the performance of the contract such contractor 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, mental retardation 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. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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;

The contractor agrees, in all solicitations or advertisements for employees placed for or on behalf of the contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

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 advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 46a-68e (requiring contractor to file compliance reports with the commission) & 46a-68f (requiring compliance reports contain information on labor union practices) and with each regulation or relevant order issued by the commission;

The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures or the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56;

The contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials.

Conn. Gen. Stat. Sec. 4a-60(a):

The contractor agrees and warrants that in the performance of the contract such contractor 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 that employees are treated when employed without regard to their sexual orientation;

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 advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 4a-60a and with each regulation or relevant order issued by the commission;

The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures of the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56.

END OF NOTIFICATION TO BIDDERS

X.

CLASSROOM REFURBISHING
BID: #15-033-BOE - BID FORM (Pages 1 of 9)

BIDS TO BE DELIVERED PRIOR TO BID DEADLINE TO:

Elio Longo, Director of School Business Operations
Westport Public Schools
110 Myrtle Avenue, 3rd Floor, Rm. 300
Westport, CT 06880

BIDS DUE: **JUNE 30, 2015 prior to 10:00 A.M.**

LOCATION: **COLEYTOWN ELEMENTARY SCHOOL**
 65 EASTON ROAD
 WESTPORT, CT 06880

BASE BID: The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

Base:

Painting	Total	\$ _____
	Per Sq.Ft	\$ _____

CLASSROOM REFURBISHING
BID: #15-033-BOE - BID FORM (Pages 2 of 9)

H. LOCATION: **GREENS FARMS ELEMENTARY SCHOOL**
 17 MORNINGSIDE DRIVE S.
 WESTPORT, CT 06880

I. BASE BID: The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

Base:

Painting

Total \$ _____

Per Sq.Ft \$ _____

CLASSROOM REFURBISHING
BID: #15-033-BOE - BID FORM (Pages 3 of 9)

H. LOCATION:

**KING'S HIGHWAY ELEMENTARY SCHOOL
125 POST RD. WEST
WESTPORT, CT 06880**

I. BASE BID:

The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

Base:

Painting

Total \$ _____

Per Sq.Ft \$ _____

CLASSROOM REFURBISHING
BID: #15-033-BOE - BID FORM (Pages 4 of 9)

H. LOCATION: **LONG LOTS ELEMENTARY SCHOOL**
 13 HYDE LANE
 WESTPORT, CT 06880

I. BASE BID: The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

Base:

Painting

Total \$ _____

Per Sq.Ft \$ _____

CLASSROOM REFURBISHING
BID: #15-033-BOE - BID FORM (Pages 5 of 9)

H. LOCATION: **SAUGATUCK ELEMENTARY SCHOOL**
 170 RIVERSIDE AVENUE
 WESTPORT, CT 06880

I. BASE BID: The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

Base:

Painting

Total \$ _____

Per Sq.Ft \$ _____

H. LOCATION:

I. BASE BID:

Base:

Total \$ _____

45

CLASSROOM REFURBISHING
BID: #15-033-BOE - BID FORM (Pages 7 of 9)

H. LOCATION: **COLEYTOWN MIDDLE SCHOOL**
 255 NORTH AVENUE
 WESTPORT, CT 06880

I. BASE BID: The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

Base:

Painting

Total \$ _____

Per Sq.Ft \$ _____

CLASSROOM REFURBISHING
BID: #15-033-BOE - BID FORM (Pages 8 of 9)

H. LOCATION: **STAPLES HIGH SCHOOL**
 70 NORTH AVENUE
 WESTPORT, CT 06880

I. BASE BID: The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

Base:

Painting	Total	\$ _____
	Per Sq.Ft	\$ _____

OVERHEAD AND PROFIT

The undersigned agrees that the total percentages to cover overhead and profit to be added to the net cost for any additional work authorized as cost plus or on a lump sum basis, shall be:

- For work by his/her own forces: _____ percent.
- For Subcontract work required as part of such additional work: _____ percent.

The undersigned agrees that for subcontracted additional work he/she will require that the total percentages to cover overhead and profit added by his subcontractors will not exceed the percentages stated above.

CLASSROOM REFURBISHING
BID: #15-033-BOE - BID FORM (Pages 9 of 9)

ATTACHMENTS (not required)

In accordance with the Specifications this Bid is accompanied by a bid security in an amount not less than fifteen percent (15%) of the Bid in the form of a certified check, cashier's check or AIA document A310 Bid Bond, payable to the Town of Westport.

In accordance with the Specifications this Bid is accompanied by a completely filled-in and properly executed copy of AIA Document A305, Contractor's Qualification Statement.

BIDDER COMPANY NAME & ADDRESS:

BIDDER TELEPHONE: _____ - _____ - _____

BIDDER FACSIMILE (FAX): _____ - _____ - _____

EMAIL: _____

BIDDER REPRESENTED BY:

Print Name

Title

XI.

**WESTPORT PUBLIC SCHOOLS
ADVERTISEMENT**

TO: All Interested Bidders

FROM: Theodore Hunyadi, Director of Facilities
Westport Public Schools

DATE: June 16, 2015

SUBJECT: **CLASSROOM REFURBISHING
WESTPORT PUBLIC SCHOOLS
BID #15-033-BOE**

Sealed bids will be received in the office of the Director of School Business Operations, Westport Public Schools, 110 Myrtle Avenue, Westport, CT 06880 no later than **10:00 A.M., JUNE 30, 2015** for furnishing materials and labor to complete classroom refurbishing at the Westport Public Schools.

Bid packages will be available in the District Maintenance Office, One Canal Street, Westport, CT starting on June 16, 2015 between the hours of 8:30 a.m. and 3:00 p.m. or on-line from our website: www.westport.k12.ct.us/bids

MANDATORY WALK THROUGH ON JUNE 19, 2015 AT 9:00 A.M. STARTING AT STAPLES HIGH SCHOOL, 70 NORTH AVENUE, WESTPORT, CT 06880

Please call the office of Theodore Hunyadi, Director of Facilities at 203 341-1272 with any questions you may have regarding this bid.