



Stamford Public Schools

EXCELLENCE IS THE POINT.

MAIL BIDS TO:

**STAMFORD PUBLIC SCHOOLS
PURCHASING DEPARTMENT
P.O. BOX 9310
STAMFORD, CT 06901**

BID NUMBER: B-4036

REQUESTING DEPT: PURCHASING

TITLE OF BID: STAMFORD HIGH SCHOOL WAYFINDING PROJECT
FOR STAMFORD PUBLIC SCHOOLS

BID OPENING: DATE: THURSDAY SEPTEMBER 2, 2021

TIME: 2:30 P.M.

PLACE: PURCHASING, 3rd FLOOR
888 Washington Boulevard
Stamford, CT 06901

BID DEPOSIT:

YES	5%
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PERFORMANCE BOND:

YES	100% (Successful bidders only)
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MAINTENANCE BOND:

YES	One Year (Successful bidders only)
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PRE-BID/WALKTHROUGH

MANDATORY: DATE: THURSDAY AUGUST 12, 2021

TIME: 11:00 A.M.

PLACE: STAMFORD HIGH SCHOOL
55 STRAWBERRY HILL AVE.
STAMFORD, CT 06902

ALL ATTENDANCE MUST WEAR A FACEMASK

4 COPIES OF RESPONSE REQUIRED

This Bid Specification was prepared to solicit sealed bids on behalf of the Stamford Public School Facilities Department from qualified responsible contractors for fabricating and installing new signage throughout Stamford High School, 55 Strawberry Hill Ave. Contractor services shall include fabricating and installation of signage and maps up to code and anything else in the specifications appended hereto. The scope of work is delineated in the attached specifications provided for this project (Exhibit A).

All terms and conditions, specifications and bid forms are attached hereto. The lowest responsible bidder may be required to attend a meeting with District officials prior to the awarding of the bid contract.

B-4036
SHS WAYFINDING PROJECT

Invitation to Bid/Overview of Services

- Stamford Public Schools (SPS) is soliciting sealed bids from qualified responsible contractors for fabricating and installing new signage throughout Stamford High School. Contractor services shall include fabricating and installation of signage and maps up to code and anything else in the specifications appended hereto. Examples of these specific services are outlined in more detail in “Scope of Services” section C and in Exhibit A and Exhibit B.
- Requests for proposals will be available at the purchasing department section of the Stamford Public Schools (SPS) website:
<https://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfps-and-bids>
starting Monday August 2nd, 2021.
- Contracts shall be awarded to the individual, consultants, or organization whose proposal best meets all criteria listed in the bid. The lowest responsible bidder may be required to attend a meeting with District officials prior to the awarding of the bid contract.
- **Proposals must be sealed and received by Thursday September 2, 2021 at 2:30 P.M.**
- Upon successful selection of a vendor, an award notification will be posted online at:
<https://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfp-contract-award-notification>
- **Insurance Requirements:** The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford. (*See section A.5 for further info*)
- **Rejection of Proposals**
Stamford Public Schools reserves the right to reject for any reason deemed to be in the District’s best interest any and/or all proposals submitted under this Bid.
- **Negotiated Changes**
In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
- **Selection Committee**
For requests for proposals for services anticipated to exceed \$100,000, a selection committee shall be formed to review all proposals. The selection committee shall, if possible, interview the most qualified proposers. Bids over \$100,000 will require SPS Board of Education approval.

SAMPLE SCORING SHEET

Proposal Selection Criteria	Points
Understanding of Engagement	15
Qualifications and Experience of Proposer	25
Professional References	10
Proposed Fee Arrangements	50
Total (maximum 100 pts)	100

A. General Contract Information

1. Awarding the Contract (s)

The contract/s shall be awarded to the proposer whose proposal is deemed by the department head and/or selection committee to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals. The SPS reserves the right to award this contract to one or multiple vendors provided that one vendor is financially beneficial to the district.

2. Contract Agreement

The successful bidder will be required to enter into an Agreement with Stamford Public Schools for the completion of the contract. If so, a sample copy of the Agreement is available at the following website:

https://www.stamfordpublicschools.org/sites/g/files/vyhlif3841/f/uploads/sample_agreement_for_boe_rfp_packages_1.pdf

The specifications of the proposal and the purchase order issued to the proposer shall serve as a contract where no formal written contract is required.

3. Terms of Agreement

The Agreement and pricing shall remain in effect for the school year of FY2021-2022 beginning in September 2021, with option to renew for one (1) additional year, at the sole discretion of the SPS. Thereafter, the Agreement shall remain in effect until such time that either party gives sixty (60) business days prior written notice of its intent to either extend or terminate the Agreement.

4. Cancellation of the Contract

The Stamford Public Schools (SPS) reserves the right to cancel this contract, at any time, with sixty (60) days prior written notice to the consultant or organization, should any of the following conditions exist:

- Funds are not appropriated by the City of Stamford for the continuation of this contract

- The Stamford Public Schools (SPS), through changes in its requirements, method of operation, or program operation no longer has a need for the commodity or service.
- If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Stamford Public Schools may terminate the contract by written notice to the Contractor.
- As indicated in “sample contract on page 3” the SPS reserves the right to cancel for either cause or convenience.

5. Provision for Required Insurance

The Vendor shall maintain insurance, which complies with the insurance requirements contained in this Contract between the Stamford Public Schools, Stamford, Connecticut and the vendor. Such insurance required to be maintained by the vendor shall include:

1. General liability, which contains limits of liability of \$1,000,000/\$2,000,000 combined single limit per occurrence and aggregate for property damage and bodily injury. Such insurance shall contain operations liability, contractual liability, which covers any indemnities contained in this Contract, personal injury and advertising liability and completed operations and products liability.
2. If working with children, sexual abuse and molestation coverage, which may be included in the general liability policy or be a standalone policy, with a minimum limit of liability of \$1,000,000.
3. Workers’ compensation and employers liability, which covers the employees of the Vendor, if applicable. Employer’s liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
4. Professional liability, which covers the professional services of the Vendor.

The Stamford Public Schools, the City of Stamford and their employees, agents and officers shall be designated as additional insureds under the general liability policy. All insurance maintained by the Vendor shall be primary insurance, not excess or concurrent, with any insurance maintained by or on behalf of the Stamford Public Schools or City of Stamford. The Vendor agrees to hold the Stamford Public Schools, the City of Stamford, and their employees, agents, and officers, safe and harmless from liability during the performance of this contract, and provide a waiver of subrogation in favor of the Stamford Public Schools, the City of Stamford, and their employees, agents and officers. The Vendor shall provide the Stamford Public Schools with evidence of insurance, which complies with the insurance requirements hereunder.

6.1 Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex,

sexual orientation, 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. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, 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;

(b) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities ("CCHRO");

(c) 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 copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) The contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) The contractor agrees to provide the SPS with such information requested by the SPS, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

6.2 Prime Contractor Responsibility

Vendors submitting proposals to this Bid may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime Proposer will be responsible for the entire contract performance whether or not a subcontractor is to perform.

All corporate information in this Bid must be included for each proposed subcontractor. The Proposal must also include copies of any agreements to be executed between the prime Proposer and any subcontractors in the event of contract award. Under this Bid, the Stamford Public Schools retains the right to approve all subcontractors.

6.3 Subcontractors

The contractor shall include the provisions of subsection (6 and 6.1) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the SPS and such provisions shall be binding on a subcontractor, vendor or manufacturer unless

exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the SPS may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

6.4 Ambiguity in the Bid Specification

Prior to submitting the proposal, the contractor is responsible to bring to the SPS' attention any ambiguity in this Bid. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the SPS' Bid and the proposer's proposal, then whatever shall be more favorable to the Stamford Public Schools as determined in the sole discretion of the SPS shall prevail and take precedence.

6.5 Ownership Information

The Stamford Public Schools shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the contractor under any contract resulting from this Bid.

In the event of contract award, all data collected and other documentation procured as part of the contract will become the exclusive property of the Stamford Public Schools and may not be copied or removed by any employee of the contractor without written permission of the Stamford Public Schools.

6.6 Proprietary Information

The Stamford Public Schools will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The Stamford Public Schools retains the right to disclose the name of the successful proposer, the amount of contract, and any other information in the proposal that is pertinent to the selection of the contractor.

6.7 Independent Project Cost Determination and Gratuities

By submission of an offer, the proposer certifies, that in connection with this proposal:

- The costs in this offer have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.
- The prices quoted in this offer will not change for a period of one hundred and twenty (120) days after the receipt date at the Stamford Public Schools of this offer.
- Unless otherwise required by law, the costs which have been quoted in this offer have not been knowingly disclosed by proposer and will not knowingly be

- disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restrictive competition.
- No elected official or appointed official or employee of the Stamford Public Schools or the City of Stamford shall benefit financially or materially from any contract awarded pursuant to this Bid.

6.8 Gifts

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

6.9 Incurring Cost

The Stamford Public Schools will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6.10 Student Data Privacy

To effect the transfer of data subject to FERPA, the Contractor agrees and acknowledges as follows:

- A.** The Contractor shall ensure compliance in all respects with the provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, (“FERPA”) including any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state law or regulation.
- B.** Student information, student records and student-generated content, as those terms are defined pursuant to Connecticut General Statutes §10-234aa (collectively “student data”), are not the property or under the control of the Contractor;
- C.** The Board shall have access to and may request the deletion of student data in the possession of the Contractor except when such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the operator to

repopulate accessible data following a disaster recovery; at any time by notifying Contractor, in writing, of such request and identifying the information to be deleted;

D. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement with the Board;

E. The procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct erroneous information, if any, in such student record is set forth in Board Policy, with specific reference to Policy 5115 (as may be amended from time to time) and its associated Regulation(s), a copy of which may be found at

<http://www.stamfordpublicschools.org/district/board-education/pages/policy-handbook>.

F. The Contractor shall take actions designed to ensure the security and confidentiality of student data;

G. The Contractor shall adhere to the following procedures to notify the Board in the event that there has been an unauthorized release, disclosure or acquisition of student data:

a. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the Contractor shall notify, without unreasonable delay, but not more than thirty days after such discovery, the Board in writing through the Superintendent of Schools of such breach of security. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

b. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the Contractor shall notify, without unreasonable delay, but not more than sixty days after such discovery, the Board of such breach of security. During such sixty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

H. Student data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and the Board, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

I. All student-generated content shall be the property of the student or the parent or legal guardian of the student.

J. The Contractor shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time and (3) otherwise meet or exceed industry standards.

K. The Contractor shall not use (1) student data for any purposes other than those authorized pursuant to this Agreement, or (2) personally identifiable information contained in student data to engage in targeted advertising.

L. The parties agree that this Agreement controls over any inconsistent terms of conditions contained within any other agreement entered into by the parties concerning student data.

M. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

N. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

6.11 Code of Ethics

Vendor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an “employee”, as defined in that Chapter, strictly for the purpose of compliance thereto. Vendor is prohibited from using its status as a vendor to derive any interest(s) or benefit(s) from other individuals or organizations.

6.12 Off Contract Purchase

The District reserves the right to purchase items and/or products covered by this agreement from alternate sources, should, during the term of this agreement, the District obtain more favorable pricing from those alternate sources or determine that it is in its best interest to purchase an item from an alternate source. This Contract is not an exclusive Contract.

6.13 Information on Bidders' Background

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

6.14 Independent Contractor Status

It is the intent of this proposal that the successful bidder is an independent contractor, and not an employee or agent. Nothing in this proposal or the contract to be signed shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Stamford Public Schools and the Agency, or any employee or agent of the Agency, or between the Agency and any agent or employee of the Board. Both parties acknowledge that the Agency will not be an employee for federal or state tax purposes.

B. Background

SPS serves some 17,000 students in 22 schools, grades Pre K – 12. The district, which encompasses approximately 3 million square feet of space, contains 13 elementary schools. Of the existing 13 elementary schools, 11 include grades K-5, the new school is K-3 and one includes grades K-8; five middle schools with grades 6-8, and three high schools. Included in this mix are five magnet elementary schools, one magnet middle school, two large comprehensive high schools, a magnet technology and engineering high school, and two alternative high school programs.

C. Scope of Services

1.1 SUMMARY

A. Section Includes:

1. All primary and secondary directories, directional, room identification, workstation ID's and signage for ADA and life safety code compliance.

B. Related Sections:

1. General Conditions
2. Wayfinding Signage: Stamford High School 100% Construction Documents, June 9, 2021, Silver Petrucci & Associates
3. Stamford High School Wayfinding General Name Locations Table

1.2 REFERENCES

- A. Signs and their installation shall comply with applicable provisions of the latest edition of the following standards and with requirements of authorities having jurisdiction:
 - 1. ADAAG – Americans with Disabilities Act Accessibility Guidelines; US Architectural and Transportation Barriers Compliance Board.
 - 2. International Code Council/American National Standards Institute A117.1- Standard on Accessible and Usable Buildings Facilities.
 - 3. National Fire Protection Association 101 Life Safety Code.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Signage schedule in manufacturer's format for verification of text/copy.
 - 2. Approval drawings showing materials, construction detail, lay-out, copy, size and mounting methods.
 - 3. Engineering drawings for each sign type.
 - 4. Sample of two sign types for verification of materials, color, pattern, overall quality, and for adherence to drawings and requirements indicated.

1.4 QUALIFICATIONS

- A. Manufacturer specializing in manufacturing the products specified in this section with minimum five years' experience. Obtain signs from one source and a single manufacturer.

1.5 WARRANTY

- A. Provide manufacturer's warranty against defects in materials and workmanship for minimum 5 years.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Signage shall be Vivid as manufactured by Takeform, 1.800.528.1398, www.takeform.net or Architect approved equal.
- B. Substitutions: Bidder must obtain prior written approval from the Architect and/or Owner to bid alternates or substitutions to the specification.

2.2 SIGN STANDARDS

- A. It is the intent of these specifications to establish a sign standard for the Owner including but not limited to primary and secondary directories, wall mounted and overhead directionals, flag mounted directionals, primary room identification, restrooms, conference room, work station ID's and all code compliant signage. While

the Owner may not obtain all signs and sign types, the signage contractor shall design and submit approval drawings for all.

- B. Typography:
 - 1. Type style: see drawings. Copy shall be a true, clean, accurate reproduction of typeface(s) specified. Upper and lower case or all caps shall be as indicated in Sign Type drawings and Signage Schedule. Letter spacing to be normal and interline spacing shall be set by manufacturer.
 - 2. Arrows, symbols and logo art: To be provided in style, sizes, colors and spacing as shown in drawings.
 - 3. Grade II Braille utilizing perfectly round, clear insertion beads.
- C. Color and Finishes:
 - 1. Colors, patterns and artwork: see drawings.
 - 2. Message Background: see drawings.
 - 3. Finishes are to meet current federal ADA and all state and local requirements.

2.3 SIGNS

- A. Signage System:
 - 1. The signage shall be a direct print acrylic sign system with applied graphics including all tactile requirements in adherence to ADA specifications.
 - 2. Signage shall be capable of accepting direct prints including colors, patterns, graphic images and photography. Prints shall be second surface to protect from scratches, fading or other damage.
 - 3. All signs, including work station and room ID's, overheads and flag mounts, directionals and directories shall have a matching appearance and constructed utilizing the same manufacturing process to assure a consistent look throughout.
 - 4. Within the signage system shall be signs with capabilities as follows:
 - a. signs with raised copy capable of accepting images in designated image areas and changeable printed inserts
 - b. signs with raised copy and Braille with changeable printed insert
 - c. signs with raised copy and Braille only
 - 5. The entire sign shall be 65% post industrial waste and 100% recyclable under Code 7.
- B. Materials:
 - 1. Signage shall be fabricated of acrylic, .375" thick, comprised of two layers. Edges shall be smooth without chips, burrs, sharp edge or marks. The direct print shall be second surface or underside of the top layer to prevent scratching, fading or other damage. A top-side print shall not be accepted.
 - 2. Acrylic shall be non-glare optically clear with a P99 finish assuring no loss of clarity or composition of the print.
 - 3. Tactile lettering shall be precision machined, raised 1/32", matte PETG and subsurface colored for scratch resistance.

4. The signage shall utilize an acrylic sphere for Grade II Braille inserted directly into a scratch resistant, acrylic face. Braille dots are to be pressure fit in high tolerance drilled holes. Braille dots shall be half-hemispherical domed and protruding a minimum 0.025".
5. The signage shall utilize a pressure-activated adhesive. The adhesive shall be nonhazardous and shall allow for flexing and deflection of the adhered components due to changes in temperature and moisture without bond failure.
6. Signage shall have an acrylic shim plate. The shim shall lift the sign off the wall to facilitate cleaning and painting without sign removal.
7. All signs shall be provided with appropriate mounting hardware. All hardware shall have a polished anodized finish, architectural in appearance and suitable for the mounting surface.
8. Some signs may be installed on glass. A blank backer is required to be placed on the opposite side of the glass to cover tape and adhesive. The backer shall match the sign in size and shape.

C. Colors, Patterns, Imagery and Artwork:

1. Vendor shall provide an online library of images including patterns, graphics and photography. The library shall be organized by idea or theme to facilitate the selection of images appropriate for the project.
2. All images shall have a minimum resolution of 300 dpi.
3. Face and background colors shall be per the drawings.
4. Standard tactile colors shall match manufacturer's ADA standard color selection. Font and font colors shall be per the drawings.

D. Printed Inserts

1. The signage shall be capable of accepting paper inserts to allow changing and updating as required. Insert components shall have a 0.040" thickness non-glare acrylic window and shall be flush to sign face for a smooth, seamless appearance.
2. The signage contractor shall provide and install all signage inserts.
3. Manufacturer shall provide a template containing layout, font, color, artwork and trim lines to allow Owner to produce inserts on laser or ink jet printer. The template shall be in an Acrobat or Word format (.pdf).

PART 3 EXECUTION

3.1 SITE VISITS

- A. Site visits – 3 site visits shall be required by the sign contractor:
 1. Prior to submission of bid for site assessment and evaluation.
 2. Post award for the purposes of meeting with Owners and project manager.
 3. Final walk-through and punchlist.
- B. Programming – sign contractor shall perform all wayfinding & programming. Programming shall include location plan, message schedule, and/or plots,

fire/evacuation maps and insert graphics. All programming materials shall be submitted for approval.

3.2 CODE COMPLIANCE

- A. It shall be the responsibility of the successful bidder to meet any and all local, state, and federal code requirements in fabricating and installing signs.

3.3 DELIVERY, STORAGE, PROTECTION

- A. Package to prevent damage or deterioration during shipment, handling, storage and installation. Products should remain in original packaging until removal is necessary. Store products in a dry, indoor location.

3.4 EXAMINATION

- A. Installer shall examine signs for defects, damage and compliance with specifications. Installation shall not proceed until unsatisfactory conditions are corrected.

3.5 INSTALLATION

- A. General: Installation locations shall be in accordance with ADA specifications. Locate signs where indicated using mounting methods in compliance with manufacturer's written instructions:
 1. The signage contractor shall coordinate installation schedules with the Owner and/or Construction Manager.
 2. Installation shall be performed by manufacturer's personnel trained and certified in manufacturer's methods and procedures.
 3. The signage contractor shall submit a CAD generated location plan noting the location of all signage and cross-referenced to message schedule or plots for architect's approval.
 4. Installer to conduct a pre-installation survey prior to manufacturing to verify copy and sign location. Each location shall be noted using a low tack vinyl reproduction of actual sign. Full-scale renderings of directories and directionals shall also be provided. Any location discrepancy or message issues shall be submitted to Architect for review.
 5. Signs shall be level, plumb, and at heights indicated with sign surfaces free from defects.
 6. Upon completion of the work, signage contractor shall remove unused or discarded materials, containers and debris from site.

3.6 STANDARDS MANUAL

- A. Manufacturer shall provide a comprehensive Standards Manual in both a paper and PDF format. The manual shall include all graphic standards, sign type descriptions,

renderings showing color, pattern and finish, engineering drawings, location plans, plots, artwork, insert templates, mounting detail, and reorder information.

D. Place of Work

Stamford High School, 55 Strawberry Hill Ave, Stamford, CT 06902.

E. Submission of Questions

Questions relating to this request for proposal must be submitted **in writing (E-MAIL ONLY)** to the following address **no later than Friday August 20, 2021:**

**Stamford Public Schools
Andrew Glassman
Facilities Manager
aglassman@stamfordct.gov**

F. Proposal Submission

Four (4) complete sets of the proposal along with one (1) electronic copy (USB Drive) are to be submitted in a sealed envelope and received by the Purchasing Department, 3rd Floor, by Thursday September 2, 2021 at 2:30 pm, and listing the following information on the outside of the envelope: B-4036 | Bidder's name and address | Proposal Due date. No telephone, electronic, or facsimile proposals will be considered. No proposals will be accepted after this time.

- Send your proposal to the attention of:

**Stamford Public Schools
Attn: 3rd Floor, Purchasing | B-4036 SHS Wayfinding Project
888 Washington Blvd.
Stamford, CT 06901**

Due Date: Bids must be received by 2:30 pm on Thursday September 2, 2021.

The proposal should include:

1. Tax Exempt

The Stamford Public Schools is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

2. The “Official Response Form/Bid Form” attached must be completed.

3. The “Non-Collusion Affidavit” attached must be completed.

4. The “Contractor’s Statement” attached must be completed.

5. The “Contractor’s Verification” attached must be completed.

6. The “Notice To Bidders”

7. All material submitted in response to this bid will become public record and will be subject to inspection after Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal.

8. A proposal submitted in response to the bid shall constitute a binding offer. The autographic signature of the proposer shall indicate acknowledgement of this condition, or an officer legally authorized to execute contractual obligations. A submission in response to the bid acknowledges acceptance by the Proposer of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the SPS’s bid. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined in the bid.

Failure to comply with all submission requirements may result in reduction of 5-10 points off the “Matrix of Qualifications” score. *For instance, not submitting an electronic copy (USB Drive).

B-4036 SHS Wayfinding Project

G. Official Response Form/Bid Form

Name of Consultant/Vendor _____

Name/Title of Primary contact person _____

Address of Vendor _____

Phone Number of Vendor _____

Contact Person e-mail for follow-up _____

Number of Years' providing similar work: _____ years

List of School based references for contracts of a similar nature, including contact names, school district and phone numbers (Contract size can be either # students served or annual dollar amount)

<u>Reference District</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>E-mail</u>	<u>Contract Size</u>
a) _____	_____	_____	_____	_____
b) _____	_____	_____	_____	_____
c) _____	_____	_____	_____	_____

PRICING STRUCTURE

The undersigned, having familiarized himself with the existing conditions affecting the work and with the Project Manual, Technical Specifications, and Drawings dated 6/9/2021 as prepared by Silver/Petrucelli & Associates and Addenda, if any thereto, hereby propose to construct and complete the Project listed above, all in accordance therewith for the Lump Sum listed of:

_____ Dollars

(\$ _____) (Total Lump Sum)

SCHEDULE

The undersigned agrees to complete the project within 90 calendar days after contract award. Work on the project shall be performed between 7AM – 5PM weekdays or as arranged and coordinated with BOE Facilities Department.

Acknowledge receipt of Addenda number and date # _____ Date: _____ / _____ / _____

H. Non-Collusion Affidavit

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

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

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

STATE OF CONNECTICUT
Contractor Verification
(in accordance with Public Act 16-67)

Directions to Contractor: Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-222c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

Directions to Employee of Contractor: Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

Section 1 – To be completed by Contractor

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 2 – To be completed by Employee of Contractor

Part A. On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator, or if such employment otherwise caused you to have contact with children.

Part B. Please complete the questions below in their entirety.

Have you ever:

Y N

Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y N

Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or

under investigation by the Department of Children and Families (the “department”), or an allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y N

Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Part C – Written Consent and Disclosure Authorization. I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

Signature of Applicant

Date

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

Contractor's Statement

Pursuant to Section 103 .1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, Limited Liability Company or partnership, the names and addresses of all joint venturers, beneficiaries, partners or members:

If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stock. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

Name of

Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

Notice to Bidders

1. All bids will be opened promptly at the advertised time of opening. There can and will be no delays or postponements which are not publicly advertised. Any bid received after the advertised time of opening cannot be accepted.
2. **Obligation of bidders:**
At the time of opening bids, each bidder shall be presumed to have inspected the sites, and to have read and made himself thoroughly familiar with the plans and contract documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

Each bidder must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor and materials necessary to carry out the provision of the contract documents and to complete the contemplated work.
Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.
3. **Time is of the essence:**
If the project is not completed by the date specified as the substantial completion date in the contract entered into by Stamford Public Schools and the Contractor, the Contractor shall pay all direct damages suffered by Stamford Public Schools and consequential and/or liquidated damages in the daily amount of 1/10 of 1% of the total contract value.
4. Stamford Public Schools is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

**SAMPLE
CORPORATE
RESOLUTION
NEXT PAGE**

(COMPANY LETTERHEAD WITH LOGO HERE)

CORPORATE RESOLUTION

DATE: _____

We, the undersigned, being all the Directors of _____, organized and
(Name of company)
existing under the laws of _____, and having its principal place of business at
(State)

(Company's Address)

hereby certify that the following individuals are representatives of the company who can execute

documents.

Date

Date

Date

CLEAR FORM

PRINT

Hover over text boxes above to know what to input

EXHIBIT A

Drawings - 7 Pages

STAMFORD PUBLIC SCHOOLS

Wayfinding Signage:

Stamford High School

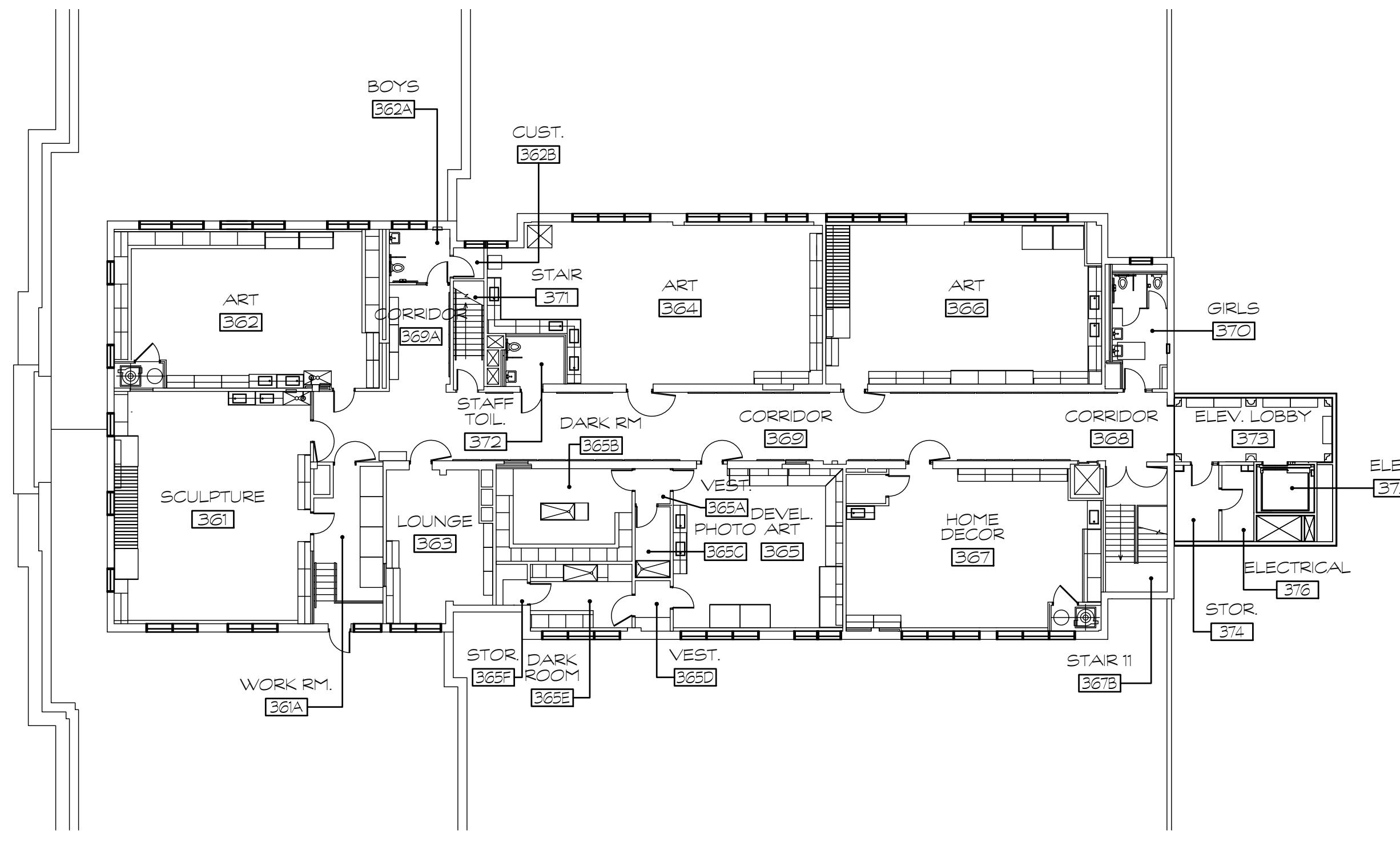
55 Strawberry Hill Avenue
Stamford, Connecticut



SILVER / PETRUCELLI + ASSOCIATES
Architects, Engineers and Interior Designers
3190 Whitney Avenue, Hamden, CT 06518-2340
One Post Hill Place, New London, CT 06320
Tel. 203 230 9007 Fax. 203 230 8247
silverpetrucelli.com



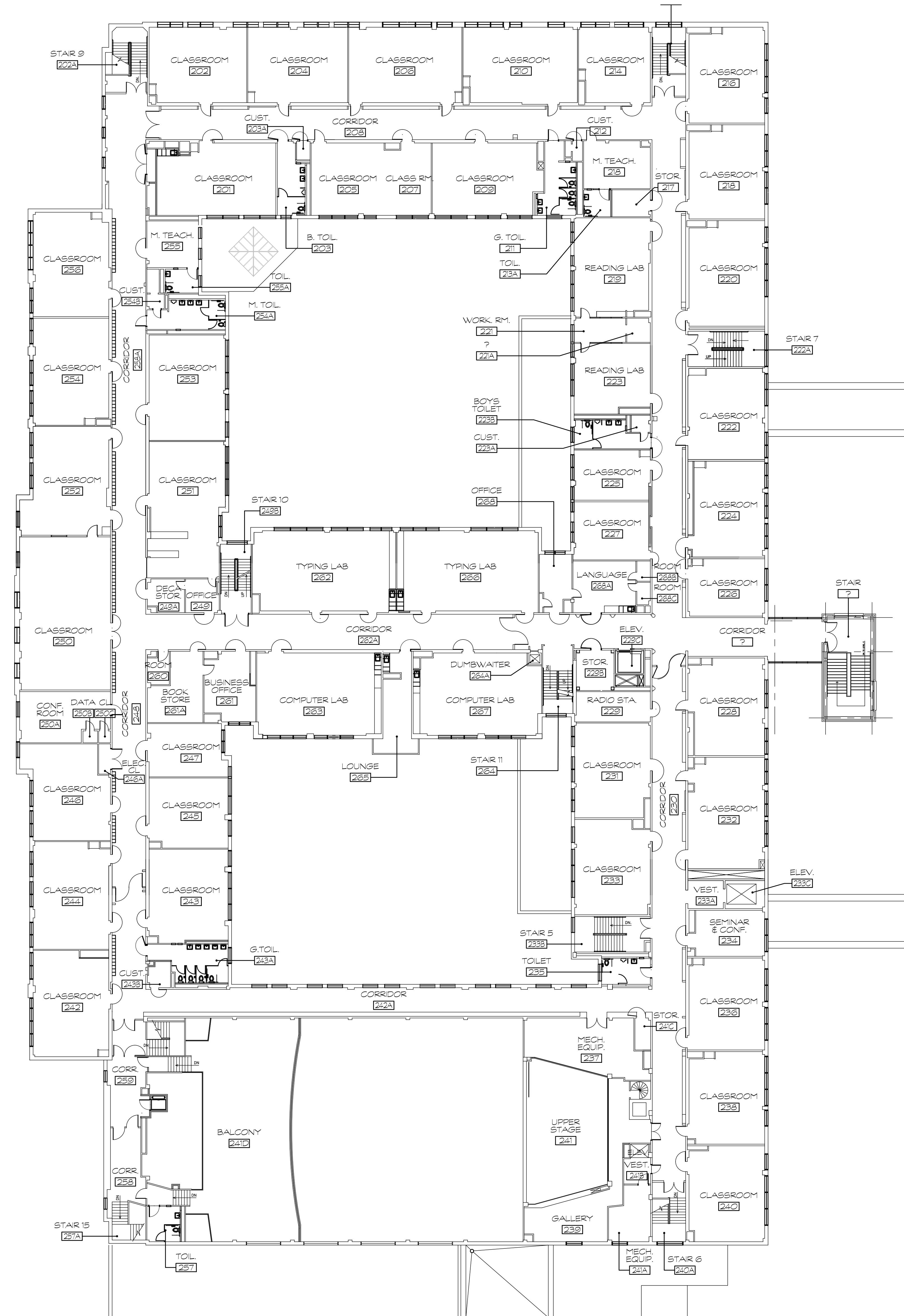
100% Construction Documents: June 9, 2021



2 LEVEL A FLOOR PLAN

1/8 = 1'-0"

NOTE: PLANS ARE FOR REFERENCE ONLY.



1 LEVEL B FLOOR PLAN

1/8 = 1'-0"

SYMBOL LEGEND

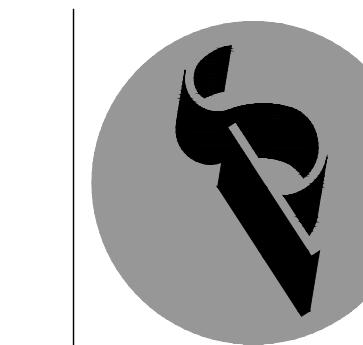
ROOM TAG	123 SF	DETAIL TAG
KEY NOTE	CO	SECTION TAG
REVISION TAG	REV	CEILING HEIGHT
WINDOW TAG	WIND	DOOR TAG
EQUIPMENT TAG	(E)	WALL TAG
	6 A501 8	ELEVATION TAG

GENERAL NOTES

- A. CONTRACTOR IS RESPONSIBLE FOR READING ALL GENERAL NOTES ON DRAWINGS AND SEEKING CLARIFICATION ON ANY DISCREPANCIES, CONFLICTS OR AMBIGUITIES.
- B. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ORDERING AND FABRICATOR OF MATERIALS.
- C. ALL DIMENSIONS ARE TO OUTSIDE FACE OF BRICK, CONCRETE MASONRY UNITS AND GYPSUM WALLBOARD UNLESS OTHERWISE NOTED.
- D. WHERE THE WORD 'ALIGN' IS INDICATED IT SHALL MEAN TO ALIGN BOTH SIDES OF WALL.
- E. ALL EQUIPMENT LOCATIONS INDICATED ARE APPROXIMATE- CONTRACTOR TO FIELD VERIFY EXACT LOCATIONS.
- F. ALL EXISTING UTILITIES & EQUIPMENT LOCATIONS ARE APPROXIMATE- CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS.
- G. CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING CONSTRUCTION AND WILL REPLACE ANY & ALL DAMAGED ITEMS & EQUIPMENT DAMAGED BY SAID CONTRACTOR WITH NO ADDITIONAL COST TO THE OWNER.
- H. CONTRACTOR IS RESPONSIBLE FOR COMMUNICATING CONSTRUCTION SCHEDULE WITH OWNER AND ARCHITECT.
- I. SIGN MOUNTING VARIES BY SUBSTRATE (I.E. BLOCK, GYP, GLAZING, ETC.) PROVIDE TAMPER PROOF HARDWARE.
- J. REMOVE EXISTING ROOM SIGN THAT IS TO BE REPLACED IN KIND. PATCH & REPAIR WALLS FROM REMOVAL TO MATCH EXISTING.

Project Title:

Wayfinding Signage for:
Stamford High School
55 Strawberry Hill Avenue
Stamford Connecticut 06902



SILVER / PETRUCCELLI + ASSOCIATES
Architects / Engineers / Interior Designers

3190 Whitney Avenue, Hamden, CT 06518-2340
Tel. 203 230 9007 Fax. 203 230 8247
silverpetruccelli.com

Revision:	Description:	Date:	Revised By:

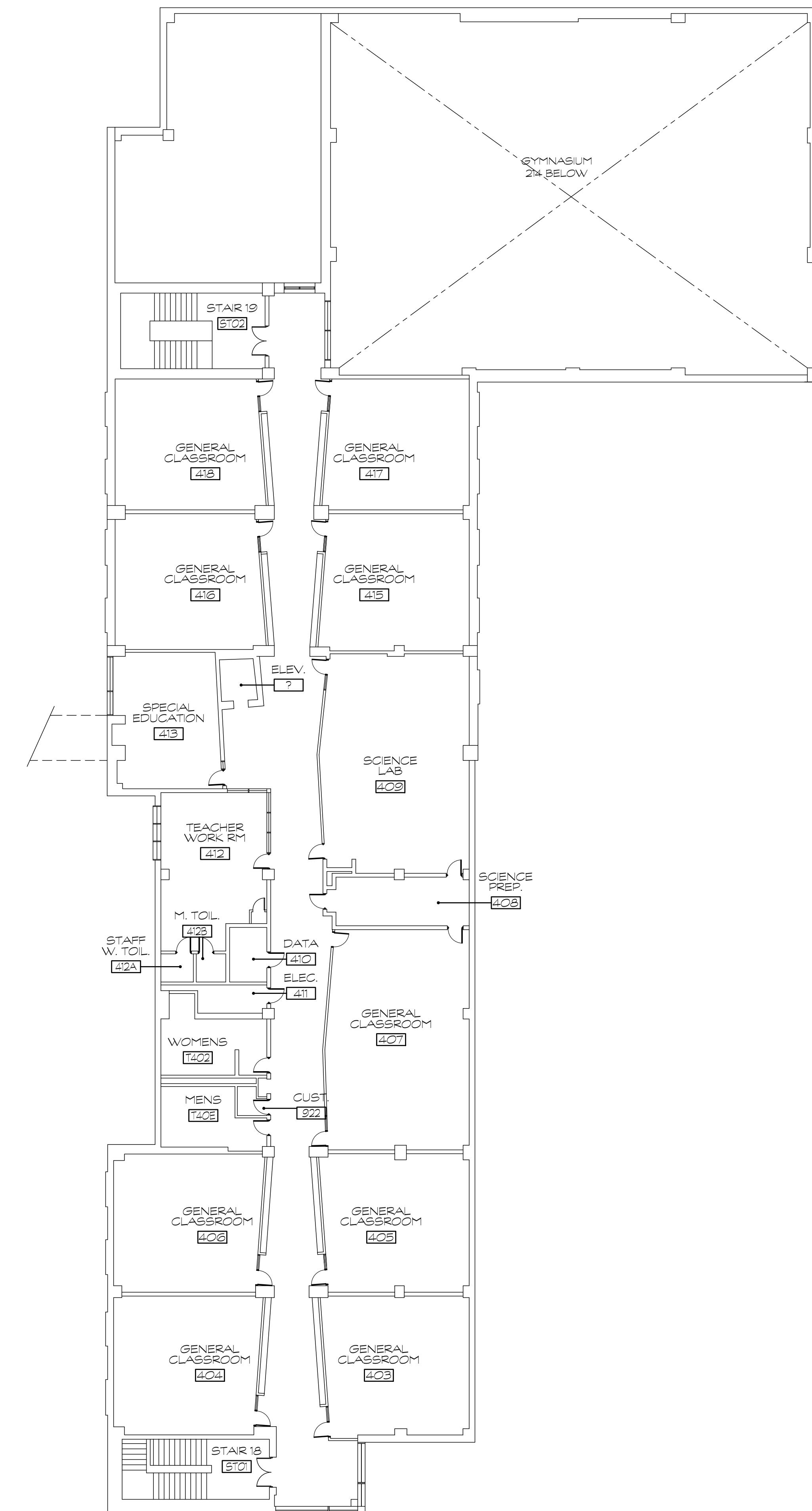
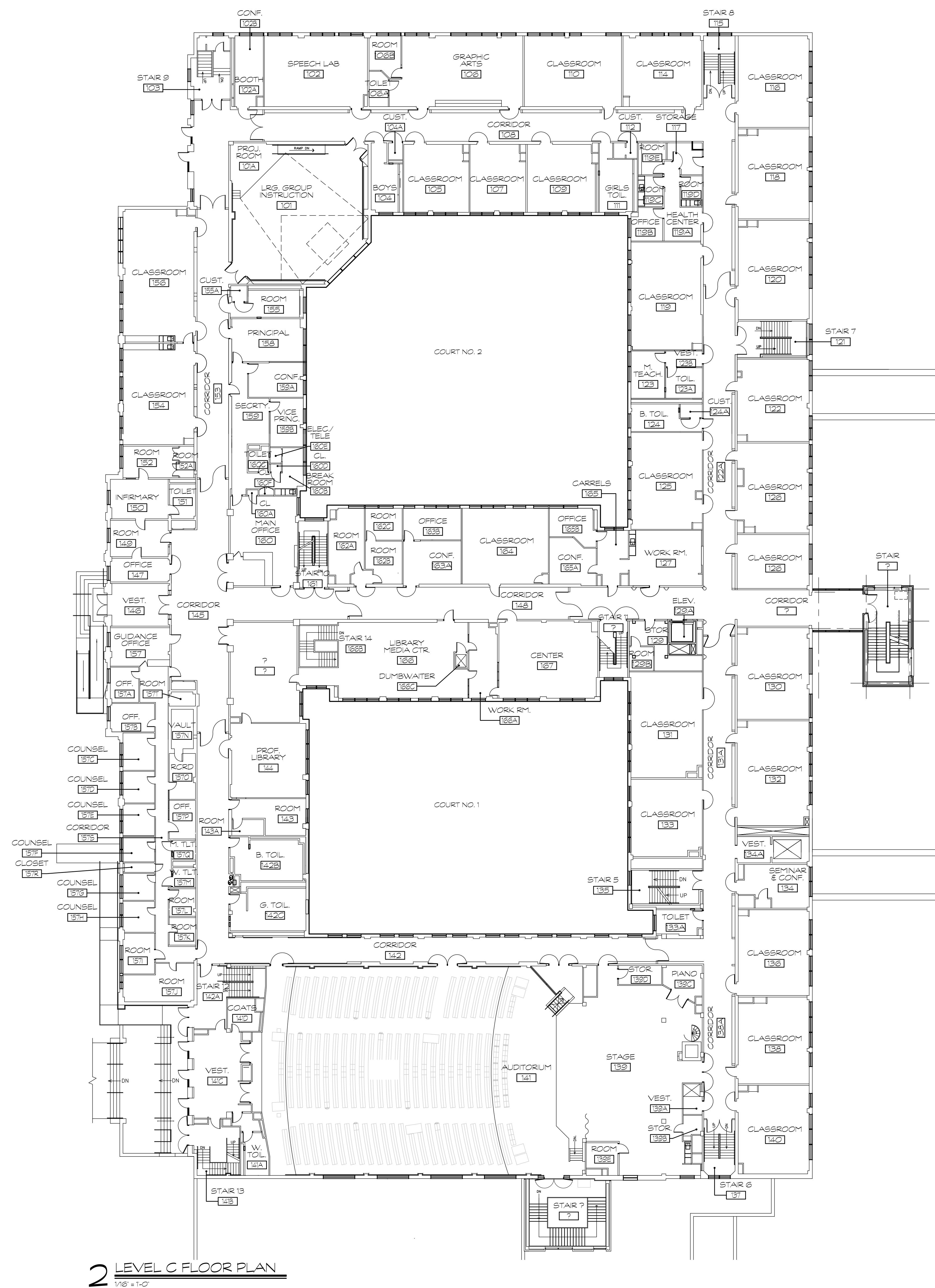
Drawing Title:
LEVEL 'A' & 'B' FLOOR PLANS

Date:
JUNE 9, 2021
Scale:
AS NOTED
Drawn By:
AMC
Project Number:
21033

A100

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR READING ALL GENERAL NOTES ON THIS SHEET FOR CLARIFICATION ON ANY DISCREPANCIES, CONFLICTS OR AMBIGUITIES.
2. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ORDERING AND FABRICATION OF MATERIALS.
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1 LEVEL C FLOOR PLAN - 2003 ADDITION

NOTE: PLANS ARE FOR REFERENCE ONLY.

Project Title:
Wayfinding Signage for:
Stamford High School
55 Strawberry Hill Avenue
Stamford Connecticut 06902



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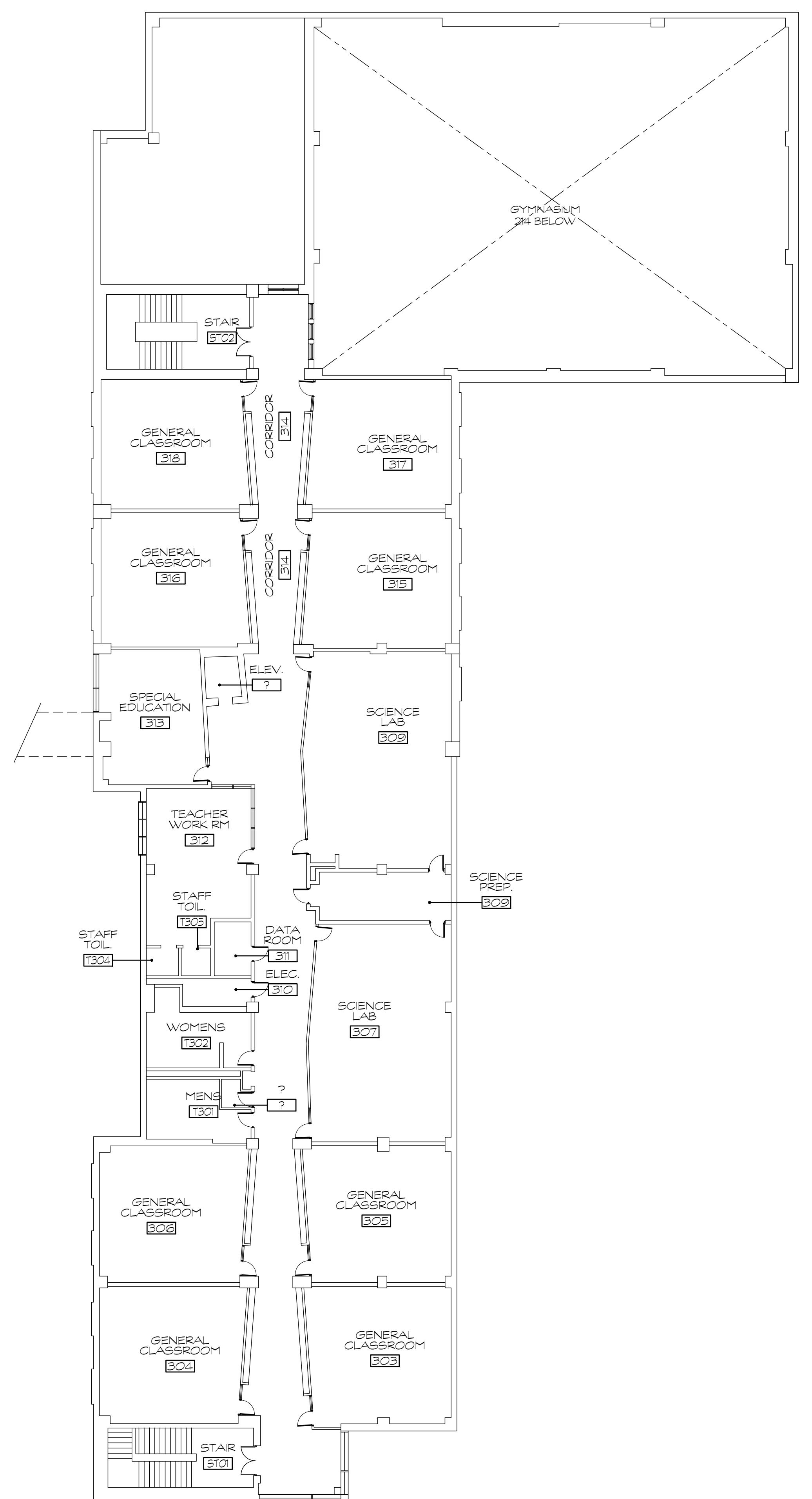
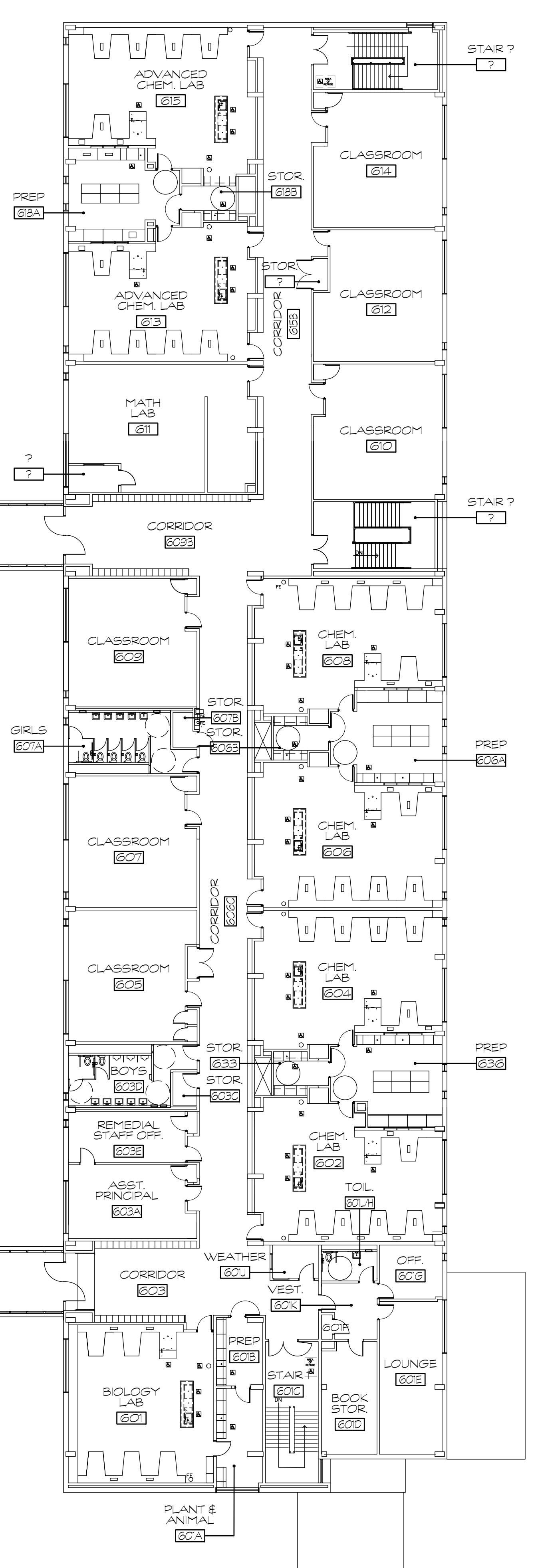
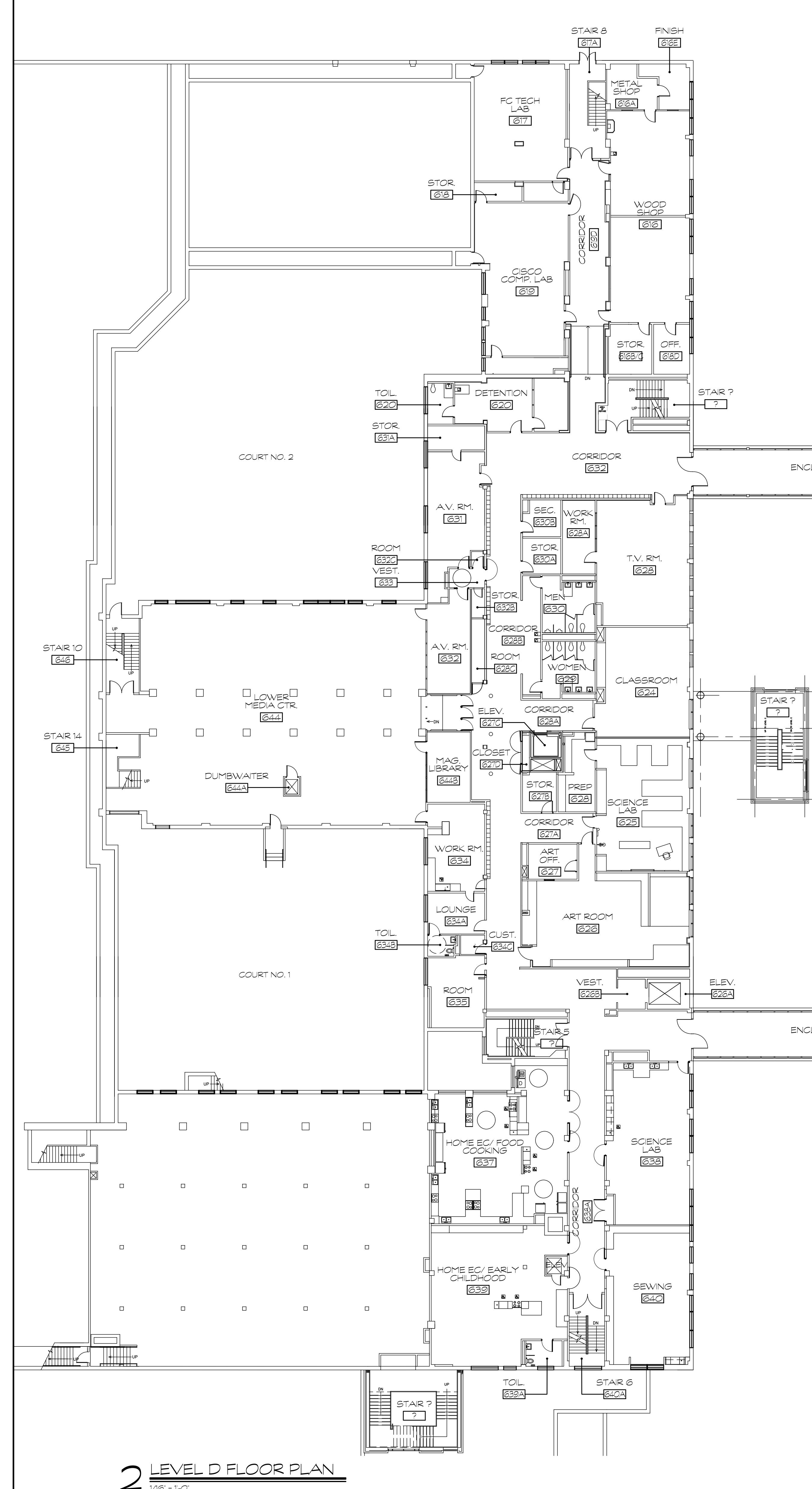
Drawing Title:
LEVEL 'C' FLOOR PLANS

Date: JUNE 9, 2011
Scale: AS NOTED
Drawn By: AMC
Project Number: 21033

A101

GENERAL NOTES

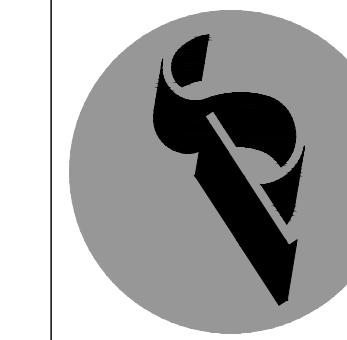
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1 LEVEL D FLOOR PLAN - 2003 ADDITION
1/16 = 1'-0"

NOTE: PLANS ARE FOR REFERENCE ONLY.

Project Title:
Wayfinding Signage for:
Stamford High School
55 Strawberry Hill Avenue
Stamford Connecticut 06902



SILVER / PETRUCCELLI + ASSOCIATES
Architects / Engineers / Interior Designers

3190 Whitney Avenue, Hamden, CT 06518-2340
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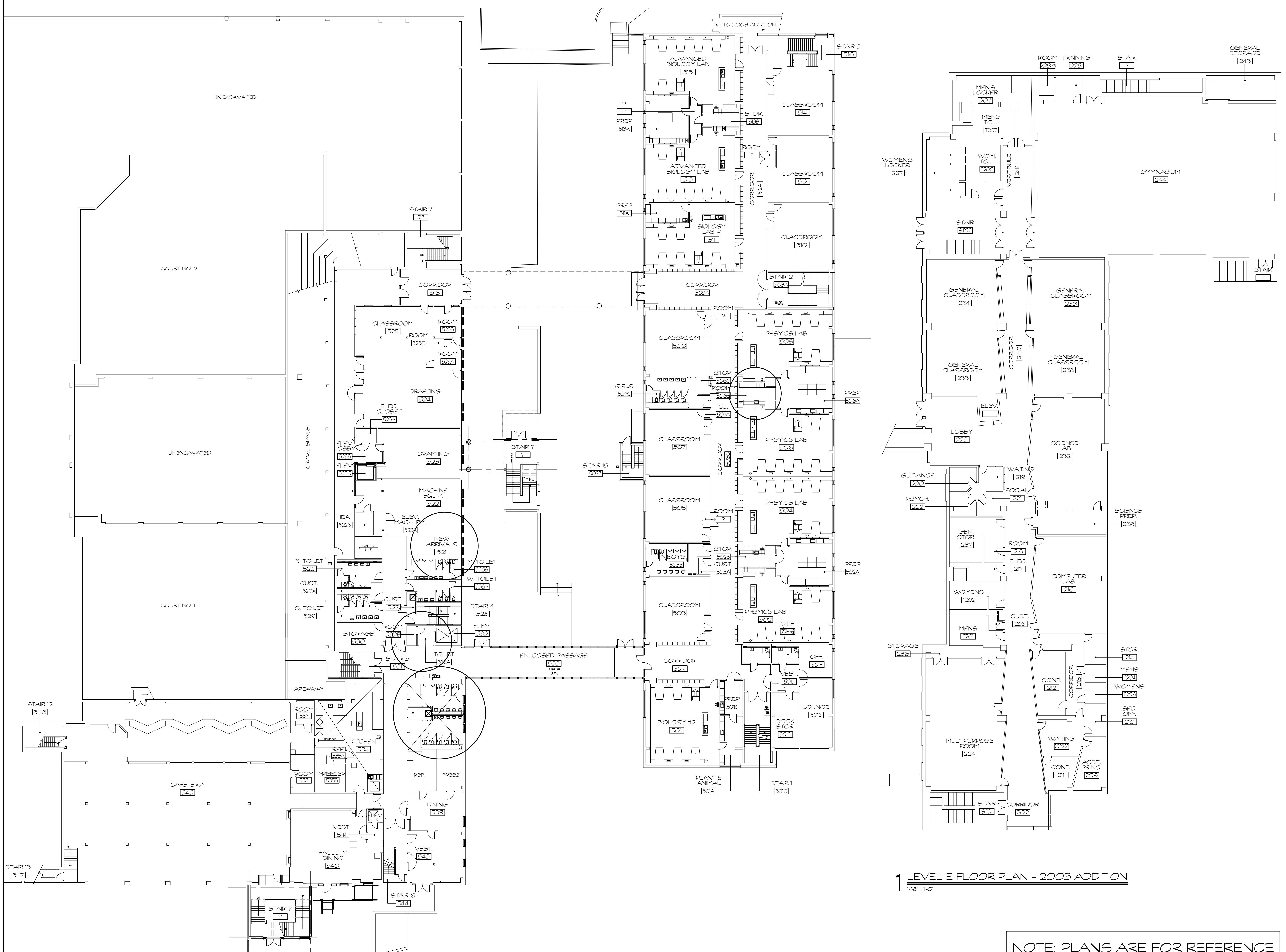
Drawing Title:
LEVEL 'D' FLOOR PLANS

Date: JUNE 9, 2021
Scale: AS NOTED
Drawn By: AMC
Project Number: 21033

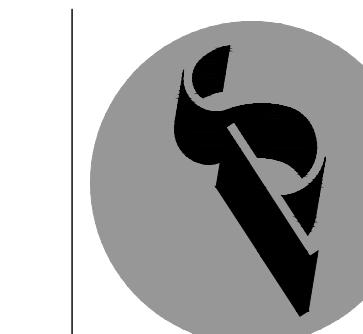
A102

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR READING ALL GENERAL NOTES ON THIS DRAWING AND SEEKING CLARIFICATION ON ANY DISCREPANCIES, CONFLICTS OR AMBIGUITIES.
2. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ORDERING AND FABRICATION OF MATERIALS.
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Project Title:
Wayfinding Signage for:
Stamford High School
55 Strawberry Hill Avenue
Stamford Connecticut 06902



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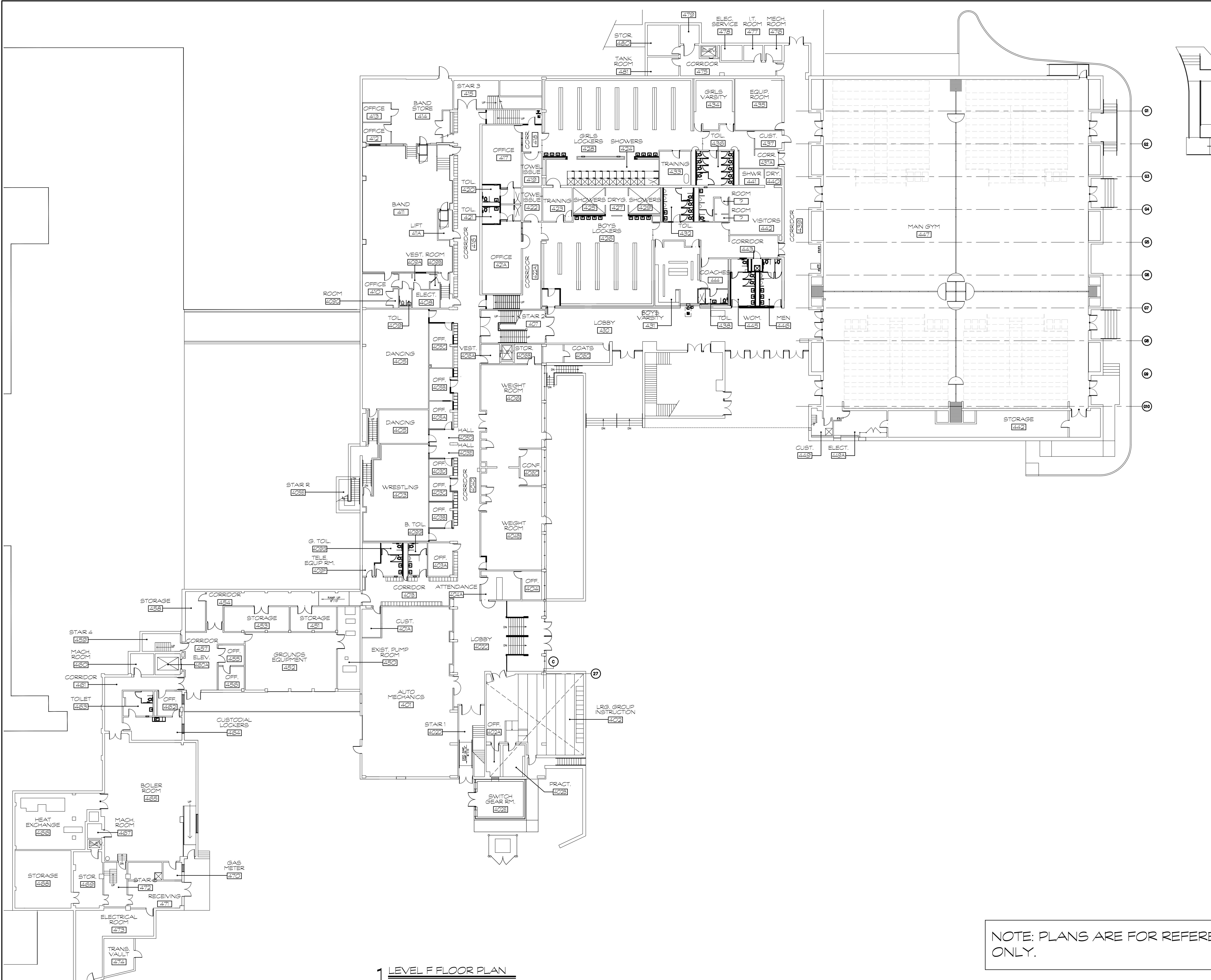
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LEVEL 'E' FLOOR PLANS

Date:
JUNE 9, 2021
Scale:
AS NOTED
Drawn By:
AMC
Project Number:
21033

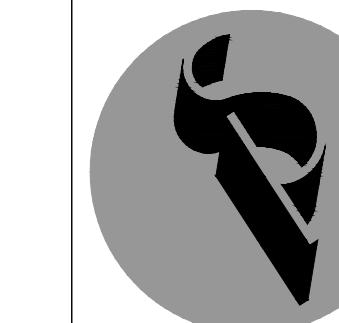
A103

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR READING ALL GENERAL NOTES ON DRAWINGS AND VERIFYING INFORMATION, CONCURRENCE, OR AMBIGUITIES.
2. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ORDERING AND FABRICATION OF MATERIALS.
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Project Title:
Wayfinding Signage for:
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55 Strawberry Hill Avenue
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Revision: _____ Description: _____ Date: _____ Revised By: _____

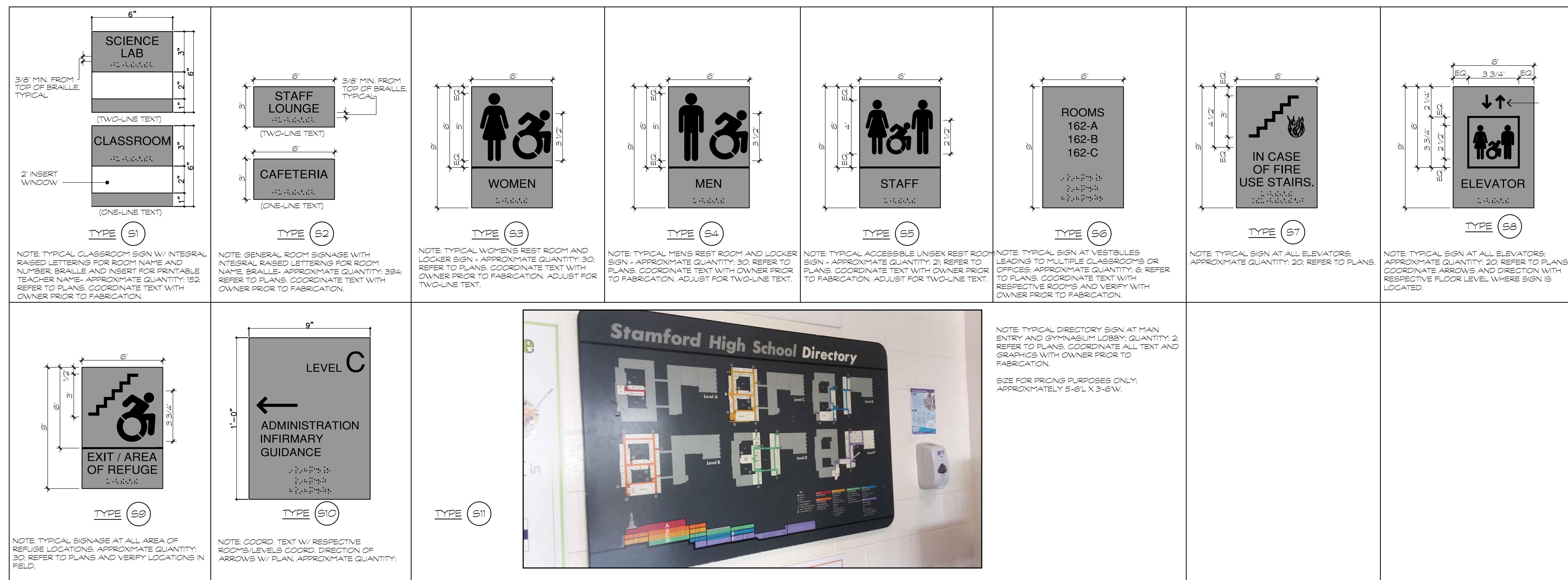
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Date: JUNE 9, 2021 Drawing Number: _____
Scale: AS NOTED _____
Drawn By: AHC _____
Project Number: 21033

A104

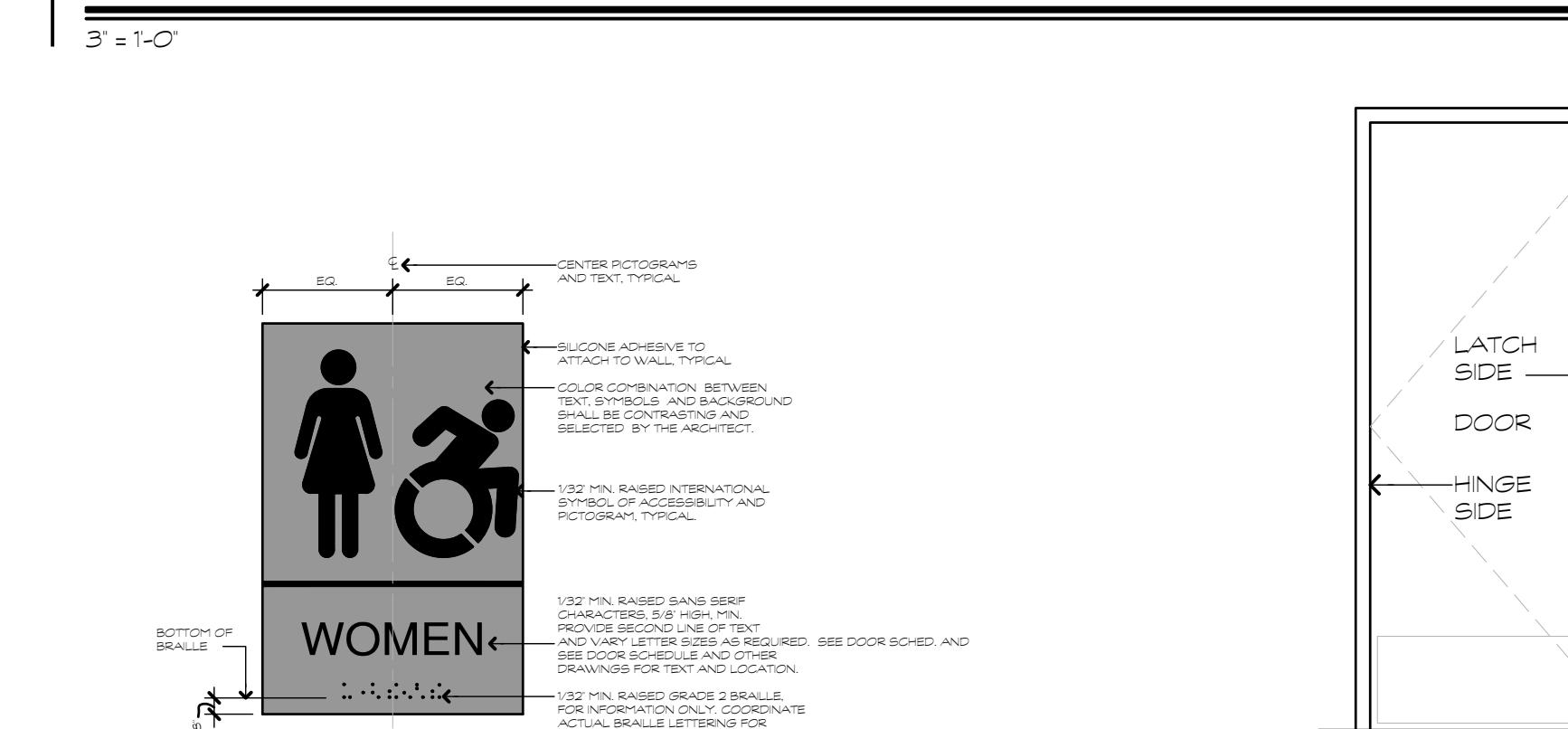
GENERAL NOTES

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NOTES:
1. SIGNS SHALL COMPLY WITH CURRENT BUILDING CODE, ANSI STANDARDS, ADA REGULATIONS & GUIDELINES, AND ALL OTHER APPLICABLE REGULATIONS.
2. TEXT ON SIGNS SHALL BE COORDINATED IN FIELD TO REFLECT ROOM USE, AND SHALL BE APPROVED BY ARCHITECT AND OWNER PRIOR TO FABRICATION.
3. SEE ALSO TYPICAL SIGN DETAIL AND TYPICAL SIGN MOUNTING DETAILS ON THIS DRAWING.
4. ALL RAISED LETTERS, BRAILLE, AND PICOTRAMS TO BE INTEGRAL TO THE SIGN REFER TO.

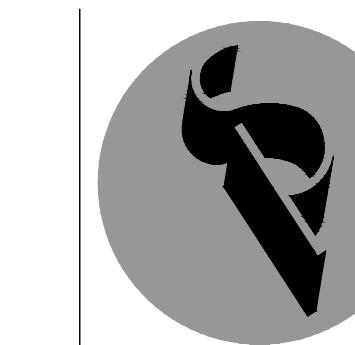
1 SIGNAGE TYPE DETAILS



2 TYPICAL SIGN DETAIL

3 TYPICAL SIGNS MOUNTING DETAILS

Project Title:
Wayfinding Signage for:
Stamford High School
55 Strawberry Hill Avenue
Stamford Connecticut 06902



SILVER / PETRUCCIELLI + ASSOCIATES
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Tel. 203 230 9007 Fax. 203 230 8247
silverpetruccielli.com

Revision:	Description:	Date:	Revised By:

SIGN DETAILS

Drawing Title: A105
Drawing Number: JUNE 9, 2021
Scale: AS NOTED
Drawn By: AMG
Project Number: 21033

EXHIBIT B

Name Locations - 8 Pages

?:	?:						X	
?:	?:						X	
?:	?:						X	
?:	?:						X	
450	EXISTING PUMP ROOM	-	PUMP RM		B-150	PUMP ROOM	X	
451	STORAGE	451	STORAGE		B-151	MECHANICAL	X	
452	GROUNDS EQUIPMENT	452	GARAGE		B-152	GARAGE	X	
453	STORAGE	453	STORAGE		B-153	STORAGE	X	
454	CORRIDOR	-	-		B-154	CORRIDOR	X	
455	OFFICE	455	CUSTODIAN OFFICE		B-155	OFFICE	X	
456	OFFICE	-	-	(NO SIGN - OFFICE)	B-156	OFFICE	X	
457	CORRIDOR	-	-		B-157	CORRIDOR	X	
458	STORAGE	458	STORAGE		B-158	STORAGE	X	
459	STAIR '4'	-	STAIR NO. 4		-	STAIR '4'	X	
460	MACH. ROOM	460	ELEVATOR MACHINE ROOM		B-160	ELEVATOR MACHINE ROOM	X	
460A	ELEVATOR	-	-		B-160A	ELEVATOR	X	
461	CORRIDOR	-	-	(NO SIGN)	B-161	CORRIDOR	X	
462	OFFICE	-	-	(NO SIGN)	B-162	OFFICE	X	
463	TOILET	-	-		B-163	TOILET	X	
464	CUSTODIAL LOCKERS	-	-	(NO SIGN)	B-164	CUSTODIAL LOCKERS	X	
465	BOILER ROOM	465	BOILER ROOM		B-165	BOILER ROOM	X	
466	HEAT EXCHANGE	466	STORAGE		B-166	STORAGE	X	
467	MACH. ROOM	-	-	(NO SIGN)	B-167	MACHINE ROOM	X	
468	STORAGE	469	BOILER RM		B-168	STORAGE	X	
469	STORAGE	468	STORAGE		B-169	PUMP ROOM	X	
470	GAS METER	470	GAS METER		B-170	GAS METER	X	
471	RECEIVING	-	RECEIVING		B-171	RECEIVING	X	
472	STAIR '6'	-	-		-	STAIR NO. 6	X	
473	ELECTRICAL ROOM	473	ELECTRICAL ROOM		B-173	ELECTRICAL ROOM	X	
474	TRANS. VAULT				B-174	TRANS. VAULT	X	

EXHIBIT C

General Conditions - 20 Pages

GENERAL CONDITIONS

1. BID:

- a) Bids, as stated in the "Bid Sheet", will be compared on the basis of the sum of the quantities multiplied by respective unit prices, added to lump-sum prices.
- b) In the event that there is a discrepancy in the bid sheet between the lump sum and unit prices written in words and figures, the prices written in words shall govern.
- c) Stamford Public Schools agrees to examine and consider each bid submitted in consideration of the Bidder's Agreements, as hereinabove set forth in the Bid Sheet.
- d) Bid Sheet is used for itemized unit price and quantifiable work. Bid Form, described elsewhere, is for Lump Sum Total Construction Cost work.

2. OBLIGATION OF BIDDERS:

- a) At the time of opening of bids, each bidder shall be presumed to have inspected the sites, and to have read and made themselves thoroughly familiar with the Plans and Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.
- b) Each bidder must fully inform themselves of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of their obligation to furnish all labor and materials necessary to carry out the provisions of the contract documents and to complete the contemplated work. In as much as possible, the contractor must, in carrying out work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.
- c) The successful bidder must furnish a field and office organization chart and equipment list to be used on the job to demonstrate that he has the capability to perform the work prescribed for this project and shall furnish Stamford Public Schools all other information and data requested on the form provided for this purpose; such submission to be made prior to construction startup.
- d) The Contractor shall supply a foreman full time on the job. Such foreman must be satisfactory to Stamford Public Schools. Failure to comply shall be cause for breach of contract.
- e) The Contractor's normal sequence of operation in performing the work under the terms of this contract shall be varied at the direction of Stamford Public Schools, so that priorities can be given in critical areas such as schedule, right-of-way, clearance, safety & security, and other Stamford Public Schools commitments, either present or future.
- f) The Contractor shall file an appeal to the Superintendent of Schools if the sequence of operation in performing the work is varied by Stamford Public Schools in a manner that is unacceptable to the Contractor.
- g) The Contractor shall have no claim against the City for damages or extra compensation on account of delays in execution of the work or delays in making the construction site available to the Contractor.

3. CONTRACT DOCUMENTS:

- a) Whenever the term "Contract Documents" is used herein, it shall include the Agreement, Information to Bidders, General Specifications, Bid Documents, Technical Specifications,

Special Notes, Addenda, Project Plans, *Drawings and Sketches that are supplied* including all modifications thereof incorporated in the documents before their execution.

4. STAMFORD PUBLIC SCHOOLS FACILITIES DEPARTMENT:

- a) The Stamford Public Schools Facilities Department will represent Stamford Public Schools, and shall have complete charge of all work involved final determination based on the recommendations made by the Architect, of all work involved.
- b) Hereinafter where the word "Facilities Department" appears it shall mean Stamford Public Schools Facilities Department or their duly authorized representatives performing their usual duties. i.e. Director of Facilities, Facilities Manager, etc.

5. ARCHITECT:

- a) The Architect of Record will be the entity governing the interpretation of the Contract Documents. The Architect shall have control over the quality of work and the conformance to the Contract Documents. Hereinafter where the word "Architect" appears it shall mean the Architect or his duly authorized representative performing their usual duties.

6. CONTRACTOR:

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

7 SUBCONTRACTOR:

- a) Any individual, firm, partnership or corporation to whom the Contractor sub-lets or assigns any part or parts of this project covered by this contract.
- b) Subcontractor lists shall be provided by Contractor, and approved by Facilities Department.

8. NOTICE:

- a) The term "notice" as used herein shall mean and include written notices.
- b) Written notice shall be deemed to have been served, when deposited in a United States Mail Box to or at last known business address of the person, firm or corporation for whom intended, or their or its duly authorized agent, representative or office, or enclosed in a postage prepaid wrapper or envelope addressed to such person or firm or corporation at his or their or its last known business address.

9. TIME IS OF THE ESSENCE:

- a) Time is of the essence for this contract and as execution of the work may inconvenience property owners, vehicular traffic, pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also the cost of Facilities Department and the Architect's administration and supervision of construction, will be increased as the time occupied in the work is lengthened, and the deprivation to the occupants of Stamford Public Schools of the needed improvement on herein contract may cause damages to Stamford Public Schools.
- b) In the event the Contractor fails to perform the work in a timely manner due to the Contractor's poor planning, financial status, errors in construction or any other reason directly attributed to the Contractor's circumstances, Stamford Public Schools may institute default proceedings against the Contractor to recover damages and losses. Any payments due the Contractor may be withheld pending final determinations, and the bonding company for the

performance of the work on this contract may be notified of impending actions that may be warranted.

- c) If any delay is imposed on the Contractor by specific orders of the Architect or Engineer, i.e.; to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the Contract Documents), material or labor strikes, acts of God, etc., such delay will entitle the Contractor to an equivalent extension of time.
- d) When extra or additional work is ordered by the Architect, the Contractor will be allowed an extension of time expressed in days as determined by the Architect. The Contractor shall submit a written request for an extenuation of time, along with reasons for the request. A written response will be transmitted to the Contractor with a determination by Stamford Public Schools as to whether or not an extension of time will be granted. This shall be done in accordance with the provisions of the Stamford Code, Article II, Purchasing, Section 23-18.4, Contracts.

10. COMMENCEMENT OF WORK:

- a) The Contractor shall commence work on the day specified in the order by the Architect, as the date of such commencement; and shall fully complete the work within the number of consecutive calendar days from said date as hereinafter specified as the period for completion of their contract, unless such period shall be extended as hereinafter provided by Stamford Public Schools.

11. BID FORM:

- a) Bid Form is used for Lump Sum Total Construction Cost work. All bids must be written or typed upon the Bid Form, and must state the proposed price of each item of the work, both in words and in figures, and must be signed by the bidder with his business address.
- b) All information is to be completed on the Bid Form. Incomplete form may be rejected as non-conforming. Exclusions or other extraneous notes are not to be written on the Bid Form and may be the basis for elimination.

12. WORKING HOURS AND HOLIDAYS:

- a) The Contractor shall perform no work during Facilities Department employees' holidays nor before or after the Stamford Public Schools' normal working hours, without specific approval of the Facilities Department.
- b) Overtime hours are to be pre-approved by the Facilities Department and compensated via a Change Order to the Contract Sum.
- c) The normal working hours of Stamford Public Schools are Monday through Friday, 7:00 a.m. to 3:00 p.m. Other hours must be arranged in advance.

13. GUARANTEE MAINTENANCE BOND:

- a) The Contractor shall secure a maintenance bond with a company which shall have been approved by the Corporation Counsel of the City of Stamford, guaranteeing his work in all phases of construction for a period of two (2) years from the date of acceptance by the City which shall also cover all damages due to trench settlement.
- b) Unless noted otherwise on the Bid Cover Sheet, the face value of the maintenance bond shall be 10% of the base bid of contracts. For contracts less than \$50,000, the face value shall be \$5,000.00.

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

14. ADDITIONAL OR SUBSTITUTE BOND:

- a) If at any time Stamford Public Schools becomes dissatisfied with the performance bond as issued by the present surety or sureties, or if for any other reason such bond shall cease to be adequate surety to Stamford Public Schools, the Contractor shall within five (5) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the City.
- b) The premium on such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until new sureties shall have qualified.

15. POWER OF ATTORNEY:

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

16. QUALIFICATIONS FOR EMPLOYMENT:

- a) No person under the age of sixteen (16) years and no person currently serving sentences in a penal or correctional institution shall be employed to perform any work on the project under this contract.
- b) No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract.
- c) Provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employed where such persons may be safely assigned to work which they can ably perform.
- d) There shall be no discrimination because of race, creed, color or political affiliation in employment of persons for work on the project under this contract.

17. PAYMENT OF EMPLOYEES:

- a) The Contractor and each of his subcontractors shall pay each of his employees engaged in the work on the project under this contract in full (less deductions made mandatory by law) in a timely and routine manner.
- b) The Contractor and each of his subcontractors shall pay prevailing wage as required on projects totaling amounts which trigger prevailing wages in accordance with Connecticut Department of Labor.

18. ACCIDENT PREVENTION:

- a) Precaution shall be exercised at all times for the protection of all persons (including employees) and property.
- b) The safety provisions of applicable laws, building and construction codes shall be observed.

- c) Reference is hereby made to Occupational Safety and Health Administration standards as described in OSHA Construction Standards found in 29 CFR 1926
- d) Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of "Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

19. INSPECTION:

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

20. PAYMENTS:

- a) Stamford Public Schools' terms of payment are Net 45 Days after approval of invoice by Facilities Department employee. No invoice will be paid until acceptance of goods ordered.
- b) Application for payment must be submitted by the Contractor to the Architect, for certification and approval of quantities and costs incurred during said pay period. Only upon approval by designated representative will application be forwarded to Stamford Public Schools for approval and processing.
- c) Stamford Public Schools shall retain five percent (5%) of each application until final completion and acceptance of all work covered by this contract.

21. TECHNICAL SPECIFICATIONS "OR EQUAL CLAUSES":

- a) Whenever in this contract or specifications, a particular brand or make of material, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard unless otherwise specified.
- b) If three or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the others.
- c) When in the opinion of the Architect, any other brand, make of material, device or equipment is recognized as equal to that specified, considering quality, workmanship and economy of operation, and suitable for the purpose intended, it will be accepted.
- d) In the opinion of the Architect, all material and workmanship shall in every respect be in accordance with what is in conformity with approved modern practice.
- e) Whenever the plans, drawings, specifications, other contract documents, or the quality of the work, admit of doubt as to what is permissible, the interpretation will be made by the Architect, as to which is in accordance with approved modern practice, in order to meet the particular requirements of the contract.
- f) In all cases, new material shall be used unless the Architect waives this provision with a special written notice.

22. INSPECTION AND TESTS:

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

- b) Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and material necessary to make tests so required, safe and convenient.
- c) Special full size and performance tests shall be conducted as described in the specifications.
- d) If at any time before final acceptance of the entire work, the Architect considers necessary or advisable any examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials.
- e) If such work is found to be defective in any material respect, due to material or faulty construction by the Contractor, or any subcontractor, or if any work shall be covered over without approval of the Architect (whether or not the same shall be defective) the Contractor shall be liable for the expense of such examination and of satisfactory reconstruction.
- f) If, however, such approval and consent shall have been given and if such work is found to meet the requirements of this contract, the Contractor shall be compensated for the extent of such examination and reconstruction in the manner herein provided for the payment of the cost of "EXTRA WORK."

23. COSTS AND TESTS:

- a) The selection of Bureau Laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the direction of the Architect.
- b) If inspection, tests, analysis of the materials or equipment, should disclose that said material or equipment requires rejection, then the cost of said inspection, test analysis shall be borne by the Contractor and said cost shall be deducted from the Contractor's current estimate by the Engineer. If supplies, material or equipment shall be found acceptable, the cost of said inspection, tests or analysis shall be borne by Stamford Public Schools.

24. PROTECTION OF WORK AND PROPERTY:

- a) The Contractor shall at all times safely guard Stamford Public Schools' property from injury or loss, in connection with this contract.
- b) The Contractor shall at all times safely guard and protect their own work and that of adjacent property from damage.
- c) The Contractor shall replace and make good any such damage, loss or injury. All passageways, guard fences, lights and other facilities required for protection by local conditions must be provided and maintained.

25. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY:

- a) In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act without previous instructions from the Architect or Facilities Department, as they see fit.
- b) The Contractor shall notify the Architect immediately thereafter of any compensation claimed by the Contractor due to such extra work, and shall submit same to the Architect for approval. When the Contractor has not taken action, but has notified the Architect or Facilities Department of an emergency threatening injury to persons or damage to the work, or any adjoining property, the Contractor shall act as instructed or authorized by the Architect or Facilities Department to prevent such threatened injury or damage.

26. CERTIFICATE OF COMPLETION:

- a) Upon completion of all work whatsoever required, the Architect shall file a written certificate with the Facilities Department and the Contractor, for the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof.

27. FINAL PAYMENT:

- a) Within forty five (45) days of filing a Certificate of Completion, Stamford Public Schools shall pay to the Contractor the amount therein stated, less all prior payments and advances whatsoever to or for the account of the Contractor.
- b) All prior estimates and payments, including those relating to extra work, shall be subject to correction by this present payment, which throughout this contract is called the FINAL PAYMENT.

28. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

- a) The acceptance by the Contractor of the final payment, shall be and shall operate as a release to Stamford Public Schools of all claims and of all liability to the contract or for all things done or furnished in connection with this work, and for every act and neglect of Stamford Public Schools and others relating to or arising out of this work, accepting the Contractor's claim for interest upon the final payment, if the payment is improperly delayed.
- b) No payment, however, final or otherwise, shall release the Contractor or his sureties from any obligation under this contract or of the performance bond.

29. SUB-SURFACE STRUCTURES:

- a) All sub-surface structures and public utility lines have been located as far as possible, as indicated on the plans and information obtained from the respective utilities.
- b) Stamford Public Schools does not assume the responsibility for the accuracy of this information.

30. SUB-SURFACE CONDITIONS:

- a) Bidders are notified that it is obligatory for them to obtain all the information they require as to the existing physical conditions relative to the work and in particular to sub-surface conditions
- b) The Contractor shall be held liable for any additional cost to the construction which may result due to these conditions, and each bidder in bidding must rely exclusively upon their own investigation and that they make this bid with the full knowledge of the kind, quality and quantity of work required.
- c) The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as those shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by their own examination of the site, as a basis of or ground for any claim against Stamford Public Schools, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by them and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or

subsurface) actually encountered during the construction work, and they have made due allowance therefor in this bid.

31. CONTRACTOR'S TITLE TO MATERIALS:

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

32. SUPERINTENDENCE BY CONTRACTOR:

- a) The Contractor shall employ a project superintendent who shall be present full time at the site of the work and who shall have full authority to act for the Contractor.
- b) The Contractor shall employ a project foreman who shall be in attendance at the worksite during working hours.
- c) It is understood that such representative shall be acceptable to Stamford Public Schools and shall be one whose experience and length of service in this particular kind of work warrants their ability to perform the duties entailed to the satisfaction of the Facilities Department, and who can continue in that capacity for the particular job involved unless they cease to be employed by the Contractor.
- d) The Facilities Department reserves the right of investigation to satisfy Stamford Public Schools that the appointed superintendent is properly qualified to carry out the obligations entailed to perform the work herein contemplated in the plans and specifications and directions.

33. REPRESENTATIONS OF CONTRACTORS:

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

34. PATENT RIGHT:

- a) As part of their obligation hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties required in respect to the work or any part thereof, and will fully indemnify Stamford Public Schools for any loss on account of infringement of any patent rights.

35. PERMITS AND REGULATIONS:

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

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

36. CORRECTION OF WORK:

- a) All work, all material, whether incorporated in the work or not, all processes of manufacture and all methods of construction, shall be at all time and places subject to the inspection of the Architect, who shall be the final judge of the quality and suitability of the work and materials, processes of manufacture and methods of construction for the purpose for which they are used.
- b) Should items fail to meet the approval of the Architect items shall be forthwith reconstructed, made good, replaced and corrected, as the case may be, by the Contractor, at their own expense.
- c) Rejected material shall immediately be removed from the site.
- d) Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Architect.
- e) If, in the opinion of the Architect, it is undesirable to replace any defective or damaged material, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract, the compensation to be paid to the Contractor hereunder, shall be reduced by such amount which the Architect deems equitable.
- f) The Contractor expressly warrants that his work shall be free from any defects in material or workmanship, and agrees to correct any such defects, which may appear within the maintenance period, following final completion of work.
- g) Neither acceptance of the completed work, nor payment thereof, shall operate to release the Contractor or his sureties from any obligation under or upon this contract or the performance bond.

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

- a) With each application for payment under this contract, the Contractor and every subcontractor shall deliver to Stamford Public Schools a written verified statement in a form satisfactory to Stamford Public Schools, showing in detail the amounts then due and unpaid by such Contractor or subcontractor, to all laborers for daily or weekly wages, men employed by Contractor under the contract for performance of work at the site thereof, or to other persons for material and equipment delivered at the site of the work.
- b) The term "laborers" as used herein, shall include workmen and mechanics.

38. RIGHT TO WITHHOLD PAYMENTS:

- a) Stamford Public Schools may withhold from the Contractor as much of any approved payment due him, as Stamford Public Schools deems necessary.
 - a. 1st. To assure the payment of just claims due and unpaid of any person supplying labor or materials for the work.
 - b. 2nd. To protect Stamford Public Schools from loss due to defective work not remedied.
 - or

- c. 3rd. To protect Stamford Public Schools from loss due to injury to persons or damage to work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.
- b) Stamford Public Schools shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as Stamford Public Schools may deem proper, to satisfy such claims or to secure such protection.
- c) Distribution of such money shall be considered as payments for the amount of the Contractor.

39. RIGHT TO STOP WORK OR TERMINATE CONTRACT:

- a) If the Contractor shall be adjudged bankrupt, an assignment shall be made for the benefit of creditors. A receiver or liquidator shall be appointed for the Contractor and for any of his property. The Contractor shall be dismissed within twenty (20) days after such appointment. The proceedings in connection therewith shall not be stayed within the said twenty (20) days. If the Contractor shall refuse or fail after notice or warning from the Facilities Department, to supply enough properly skilled workmen or proper materials, or if the Contractor shall fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or duly authorized extension thereof) or shall fail to complete the work within said period, or if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or if the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Facilities Department or otherwise be guilty of a substantial violation of any provision of this contract, then in any such event, Stamford Public Schools without prejudice to any other right or remedy, may give seven (7) days notice to the Contractor, to terminate the employment of the Contractor.
- b) The Contractor shall lose the right to proceed either for the entire work or (at the option of Stamford Public Schools) for any portion thereof on which delays shall have occurred. Stamford Public Schools may as it deems expedient take possession of the work and complete it by contract or otherwise.
- c) In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.
- d) If the unpaid balance of the compensation to be paid the Contractor hereunder, shall exceed the expense of so completing the work (including compensation for additional managerial administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.
- e) If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the City for such excess.
- f) If the right of the Contractor to proceed with the work is so terminated, Stamford Public Schools may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work, and necessary therefor.
- g) If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months, without act or fault of the Contractor or any of his agents, servants, employees, or subcontractors, the Contractor may upon ten (10) days notice to Stamford Public Schools, discontinue their performance of the work and/or terminate the contract.

40. USES OF PREMISES AND REMOVAL OF DEBRIS:

- a) The Contractor undertakes at his own expense:
 - a. To take every precaution against injuries to persons or damage to property.

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

41. ALL WORK SUBJECT TO CONTROL OF THE ARCHITECT:

- a) In the performance of the work, the Contractor shall abide by all orders, directions recommendations and requirements of the Architect and shall perform all duties to the satisfaction of the Architect, and at such time and places and , by such methods and in such manner and sequence as the Architect may require.
- b) The Architect shall determine the amount, quantity, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract and any extra work orders, and shall decide all other questions in connection with the work.
- c) The Contractor shall employ no plant, equipment, materials, methods or workmen to which the Architect objects, and shall remove no plant materials, equipment or other facilities from the site of the work, without the Architect's permission. Upon request, the Architect shall confirm in writing any oral order, direction requirement or determination.

42. ARCHITECT, CONTROL NOT LIMITED:

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

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

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

44. SUBLETTING, SUCCESSOR AND ASSIGNS:

- a) The Contractor shall not sublet any part of the work under this contract, nor assign any moneys due him hereunder without first obtaining the written consent of Stamford Public Schools.

45. ALLOWANCES:

- a) The Contractor shall include all Allowances stated in the Specifications and Contract Documents. Items covered by Allowances shall be supplied in adequate, but not excessive quantities, as outlined by the specifications. Materials and equipment covered under an Allowance shall be selected and ordered insufficient time so as not to delay other related or dependent work.
- b) Allowances shall cover the actual costs of materials and equipment plus delivery, installation, labor, overhead & profit.
- c) Whenever costs are more or less than the specified Allowance, the Contract Sum will be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference in actual material, equipment labor and associated overhead and profit versus the specified amount of Allowance.

46. HANDLING AND DISTRIBUTION:

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

47. MATERIALS:

- a) Samples - Inspection - Approval, unless otherwise expressly provided on the Drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Architect. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Architect.
- b) As soon as possible after execution of the Agreement, the Contractor shall submit to the Architect the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Architect to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Architect to identify and evaluate the particular product and to determine whether it confirms to the Contract Requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.
- c) The Contractor shall furnish facilities and labor for the storage, handling and inspection of all materials and equipment. Defective materials and equipment shall be removed immediately from the site of the work.

- d) If the Architect so requires, either prior to or after commencement of the work, the Contractor shall submit additional samples of materials for such special tests as the Architect deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, placed and shopped by the approved molds for making concrete test cylinders. Except as otherwise expressly specified, with technical specifications, Stamford Public Schools shall make arrangements and pay for the tests.
- e) All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended and the name of the contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Architect by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples. Facilities Department shall be copied on all letters and transmittals
- f) The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation in the work. The consequence of his failure to do so shall be the Contractor's sole responsibility.
- g) When required, the Contractor shall furnish to the Architect triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent test laboratories) relative to materials, equipment, performance rating and concrete data.

48. WATCHMAN:

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

49. MAINTENANCE OF TRAFFIC:

- a) The Contractor shall conduct operations in such a manner so that work does not impose unnecessary hardship upon the residents along the route of the work.
- b) Streets may be closed to traffic only upon written order of the City of Stamford Traffic Engineer. Traffic shall be maintained within the project area except where it is found impracticable, or seriously interferes with the Contractor's operations. If permanent repairs are not completed immediately, the pavement surface along the line of work shall be maintained in a condition comparable to the adjacent road surface.
- c) People living or having business within the barricaded zone shall be permitted to use the highway for auto traffic if possible.
- d) The Contractor shall protect all phases of the work from damage due to traffic, etc., and provide necessary watchmen, signalmen and (if so ordered by the Facilities Department) police officers.
- e) No direct payment for maintenance of traffic will be made, but shall be considered as included in the base bid submitted.

50. DRIVEWAYS AND PROPERTY ENTRANCES:

- a) Excavated materials and equipment shall be placed in such position as not to unnecessarily impede travel on the streets, or access to driveways. A sufficiently clear space for pedestrian travel shall be maintained on the sidewalks, and all property entrances and driveways shall be kept clear, where possible.
- b) Where necessary, bridges shall be constructed and maintained for residents. Before closing any driveway or entrance, the Contractor shall give the owner or resident of the property involved, due notice of such temporary closing. When this is not practicable and an emergency arises, the Contractor shall, on the order of the Facilities Department, provide a satisfactory place to house temporarily, any motor vehicle, which may be prevented from being housed at night.
- c) No direct payment will be allowed for this work or condition, but shall be considered as included in the base bid submitted.

51. DUST:

- a) The Contractor shall at all times during the execution of this contract, control the nuisance of flying dust, by water sprinkling or by application of oil, or a method satisfactory to the Facilities Department.

52. PRESERVATION OF TREES:

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

53. INSPECTION OF WORK AWAY FROM THE SITE:

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

54. CONTRACTOR'S SHOP AND WORKING DRAWINGS:

- a) The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated for the contract and materials and equipment for which such drawings are specifically requested.
- b) Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.
- c) When so specified or if considered by the Architect to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case, requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

- d) The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.
- e) No material or equipment shall be purchased or fabricated for the contract until the required shop and working drawings have been submitted as hereinabove provided and approved as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.
- f) Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work such as the construction of foundations, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.
- g) All shop and working drawings shall be submitted to the Architect by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of Stamford Public Schools, Contractor, and building, equipment or structure to which the drawing applies, and shall be accompanied by a letter of transmittal giving a list of the drawing number and the names mentioned above. The Architect shall be copied on all letters and transmittals.
- h) Only drawings, which have been checked and corrected by the fabricator, should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Architect, the Contractor shall check thoroughly all such drawings to satisfy him that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings, which are correct, shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Architect. Other drawings shall be returned for correction.
- i) The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required in the contract and for achieving the result and performance specified hereunder.
- j) Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., detailed on the drawings, he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the City, shall do all work necessary to make such modifications.
- k) The marked-up reproducible of the shop and working drawings or one mark-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish one copy of all "Approved" and "Approved as Noted" shop drawings, submittals, catalog cuts, manufacturer's data or test results to the Architect/Engineer. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

55. OCCUPYING PRIVATE LAND:

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

56. INTERFERENCE WITH AND PROTECTION OF STREETS:

- a) The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Facilities Department and to the proper authorities.
- b) Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.
- c) The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments in writing, with a copy to the Architect and Facilities Department, if the closure of a street or road is necessary. The Contractor shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

57. STORAGE OF MATERIALS AND EQUIPMENT:

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

58. INSUFFICIENCY OF SAFETY PRECAUTIONS:

- a) If at any time, in the sole judgment of the Architect, the work is not properly lighted, barricaded, or in any other respect safe in regard to public travel, persons on or about the work, or public or private property, the Architect shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and so that the work and conditions are OSHA compliant. The Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Architect may hire the services of outside Contractors to put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Architect or Stamford Public Schools in so doing. Such action of the Architect, or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Architect acting under authority of this article or for failure to comply with the provisions of any State or Federal Occupational Safety and Health Laws, Rules or Regulations.

59. SANITARY REGULATIONS:

- a) When deemed necessary by the Facilities Department, the Contractor shall provide suitable sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded

from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

- b) The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. The Contractor shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of Stamford Public Schools, or on adjacent property.
- c) Stamford Public Schools shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

60. DIMENSIONS OF EXISTING STRUCTURES:

- a) Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment, which is dependent on the correctness of such information. The Contractor will be solely responsible for the accuracy of these dimensions and measurements.

61. WORK TO CONFORM:

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

62. COMPUTATION OF QUANTITIES:

- a) For estimating quantities in which the computation of areas by Geometric methods would be comparatively laborious, it is agreed that the Planimeter shall be considered an instrument adapted to the measurement of such areas.
- b) It is further agreed that the computation of the Volume Prismoids shall be by the method of average end areas.

63. PLANNING AND PROGRESS SCHEDULES:

- a) Before starting the work and from time to time during its progress, as the Architect may request, the Contractor shall submit to the Architect a written description of the methods he plans to use in doing the work and the various steps he intends to take.
- b) Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Architect a written schedule fixing the respective dates for the start and completion of various parts of the work.
- c) The Contractor shall update the schedule on a monthly basis and submit each schedule to the Architect for review, approval and change where necessary during the progress of the work.

64. PRECAUTIONS DURING ADVERSE WEATHER:

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

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

65. AS-BUILT DRAWINGS:

- a) The Contractor shall be responsible for maintaining a set of as-built drawings during the course of the work for examination by the Architect.
- b) The Contractor shall submit to the Architect/Engineer a reproducible set of as-built drawings at the completion of the work and in any case prior to or along with his request for final payment. As built information required shall be in accordance with, but not necessarily limited to, the provisions of City of Stamford Technical Specification for Survey, Line and Grade. As-builts will be submitted in both reproducible and CAD format.-
- c) This is separate from the Building Department's requirement of an Archive Disk of As-Built Documents and Permit Drawings, which is to be submitted prior to issuance of a Certificate of Occupancy or Approval.

66 SCOPE OF WORK CHANGES:

- a) The intent of the contract is to complete the work or improvements in full compliance with the plans, specifications, technical specifications, special notes, etc.
 - a. Quantities:
 - i. The unit bid prices shall be applied to the applicable quantities actually used and accepted in the performance of this project. Quantities have been established using the best information available for accuracy. In some instances, however, quantities may have been provided for some items in order to establish a unit price in the eventuality that the item of work may occur during the construction of the project.
 - ii. Should the actual quantities constructed vary from those estimated, whether higher or lower, the Contractor is made aware that the applicable item will be paid for based upon his unit bid price bid for that item. Exceptions to this article are noted below in Section 2 Change in Project Scope.
 - iii. Increases in the estimated quantities shall be documented and paid for through the Change Order to the contract price. Extras and Credits may be consolidated during the project via change order.
 - b. Cost Plus Items:
 - i. If the City orders the performance of any work not covered by the drawings or specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus percentage basis of payment as follows:
 - 1 Direct Labor And Foreman Costs - For all labor including equipment operators, and foremen in direct charge of the specific operation, the Contractor shall receive the rate of wage actually paid as shown by his certified payroll, which shall be at least the current local minimum prevailing wage rate, including benefits, per hour, per position, in accordance with the current State of Connecticut, Labor Department Minimum Rates & Classifications for Construction. Compensation shall be for each hour that said labor and foreman are actually

engaged in such work, including such overtime as provided by existing laws and regulations. All personnel above the grade of foreman are excluded from receiving compensation under this section.

- c. Overhead and Profit: An amount equal to ten (10) percent of the total sums as specified above (1.0) will also be paid the contractor as Overhead and Profit. This OH&P is not to be added again to materials', equipment, subcontractors' or superintendence costs.
 - d. Materials - For all materials used, the Contractor shall receive the actual cost of such materials, including freight and delivery charges, as shown by original receipted bills to which shall be added a sum equal to ten (10) percent for Overhead and Profit.
 - e. Equipment Rental - For machinery, trucks, or equipment, exclusive of operator's hire, and except small tools and equipment for which no rental is allowed, which it may be deemed necessary to use, the City will allow the Contractor the cost of renting such machinery, trucks, or equipment, which shall include fuel and lubricants, as are actually used in the performance of the work, but to which no percentage shall be added. Equipment rental costs must be approved by the City prior to any work being performed.
 - f. Sub-Contracts - Cost-Plus work may be performed by a subcontractor only when (a) the Contractor has obtained approval of the subcontractor by the City and (b) the work has been performed by the subcontractor in strict compliance with the terms of the contract. In such event, the Contractor shall receive the cost of any such subcontract to which shall be added a sum equal to ten (10) percent for Overhead and Profit.
 - g. Superintendence - The foregoing payments shall be received by the Contractor as payment in full for all work done on a Cost Plus basis, and shall be accepted to cover all general superintendence, use of small tools and equipment for which no rental is allowed, job and general overhead, bonding, expenses, and anticipated profit.
 - i. 2.0 Daily Work Submission - The cost of the work done each day shall be submitted to the Engineer in a satisfactory form, on the succeeding day and shall be approved by him or adjusted accordingly.
 - ii. 3.0 Monthly Payments - Monthly payments of all charges for extra work, whether priced on the Cost Plus basis or an agreed-upon basis, shall upon completion, and approval, be requested with the subsequent monthly progress billing.
- b) Change of Project Scope

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

example of such a change may be the addition to or deletion of the originally stated project items.

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

67. COORDINATION of PLANS and SPECIFICATIONS

- a) Any requirement on the Drawings/Plans or in the Specifications, Special Notes or Provisions shall be equally binding on the Contractor.
- b) In case of conflict, the Plans/Drawings shall take precedence over the Specifications. Special Notes or Provisions shall take precedence over Plans and Specifications.

68. NO PAYMENT

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

69. NOISE

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