GREENWICH HIGH SCHOOL SECURE ENTRYWAY 10 HILLSIDE AVENUE GREENWICH, CT 06830

S/P+A PROJECT NO. 21.106

DATE: June 29, 2022

The following changes to the Drawings and Project Specifications shall become a part of the Drawings and Project Specifications; superseding previously issued Drawings and Project Specifications to the extent modified by Addendum No. 1.

General Information/Clarifications:

- <u>Clarification</u>: Remove ALL existing Concrete/Wood Benches in existing corridors during removals
 phase of work and return to Owner red-circled benches indicated in photo, attached as part of this
 Addendum. (1 page)
- Include ALL items indicated in Town of Greenwich Addendum No. 1, Bid Number 2379-22 and dated June 29, 2022, attached as part of this Addendum. (44 pages)
- A building permit has been secured.

New Specifications:

• Section 087113 "Power Door Operators", attached as part of this Addendum. (8 pages)

Changes to the Specifications:

• Section 011000 Summary of Work: Remove paragraph 1.2/A in its entirety. Revise Paragraph 1.2/B say "The Work of the Project is defined by the Contract Documents and generally includes, but is not to limited to, the following major elements:"

Sub-Paragraph numbers 1, 2, 3, 4 and 5 are to remain in their entirety.

Changes to the Drawings:

- <u>Delete:</u> Drawing M100 "Mechanical Floor/Roof Plans" dated April 04, 2022, in its entirety.
 <u>Add:</u> Revised Drawing M100 "Mechanical Floor/Roof Plans", dated 06/28/2022, attached as part of this Addendum.
- Drawing E201:
 - Provide three (3) interior floor-mounted pedestals for mounting power-operator paddle, as indicated in Section 087113 "Power Door Operators". Interface to Security Devices. Floor-mounted Pedestals to be located in field by Architect prior to installation.
- Drawing E201/FIRST FLOOR PLAN POWER: <u>Revise</u> Note indicating "Mounted to Pedestal Furnished by Intercom Manufacturer – Coordinate Exact Location with Arch/Civil Drawings" to indicate "MOUNTED TO PEDESTAL FURNISHED BY INTERCOM MANUFACTURER –

COORDINATE EXACT LOCATION IN FIELD WITH ARCHITECT PRIOR TO INSTALLATION."

The bid due date is unchanged by this Addendum.

The Addendum consists of forty-two (42) pages of $8\frac{1}{2}$ " x 11" text, one (1) page of photos, and one (1) page of 30" x 42" drawings.

Bid: Greenwich High School Secure Entryway

Opening Date: 7/12/22

Opening Time: 10:00 a.m.

Bid Number: 2379-22

This Addendum No. 1 is being issued to post the sign in sheet from the Mandatory Walk through that took place on 6/27/22 and other important information below and attached:

Page 19/section 1.2 Questions in Bid #2379-22 must be replaced by the following:

Questions:

Questions concerning this BID will be received by e-mail only directed to the Bid Department at: bid_department@greenwich.k12.ct.us In the subject line you must put Bid #2379-22 Greenwich High School Secure Entryway. All questions must be received no later than noon July 01, 2022. All answers will be posted as an addendum to our website, www.greenwicschools.org no later than noon on July 7, 2022. Failure to comply with these conditions will result in the proposer waving his/her right to dispute the Bid specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

All project requirements, except for those that are specifically added or modified by this Addendum shall remain in full effect.

Eugene H. Watts

Enque with the

Secure Entry Way @ GHS 6/27/22 Bid #2379-22 1:30 pm

MANDATORY PRE-BID Walk Through

SIGNATURE	N	Hour lass	N S S	Misson	M. M. M. M. B. G.	The Part of the Pa					Greenwich High School Secure Entryway	לבו # ווומסווטממע
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COMPANY	Sal Sabra Olector	,	Werney Congratua	Jetisn Constauction Inc.	14				The state of the s			
NAME (PRINT)	Frank Sabia	Lov Condan	Evan Brokell	Taxene Green	RICHBRO RAFAIL							

Background

The Town of Greenwich, CT is about 35 miles northeast of New York City and has a population of about 60,000 people. The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. Our fifteen public schools have a current enrollment of 9,000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), and one comprehensive high school (9-12). Our district also offers some pre-K and alternative high school programs.

Bid Evaluation Criteria:

The following criteria guidelines will be used in analyzing and evaluating this Bid.

Conformance to the requirements of this BID, i.e. conformance to Terms, Conditions and Scope of Work.

Proven skills and technical competence.

Questions:

Questions concerning this Bid will be received by e-mail only directed to the Bid Department at: (bid_department@greenwich.k12.ct.us) In the subject line you must put Bid #2379-22 Greenwich High School Secure Entryway.

All questions must be received no later than noon July 1, 2022. All answers will be posted as an addendum to our website, www.greenwicschools.org no later than noon on July 7, 2022. Failure to comply with these conditions will result in the proposer waving his/her right to dispute the Bid specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

General Terms and Conditions:

- a. Sealed Bids for Greenwich High School Secure Entryway, as specified on the attached Bid specification sheets, will be received on or before 10:00 am on July 12, 2022. Late bids will not be accepted.
- b. The Board of Education reserves the right to waive any informality in the Bid or reject any or all Bids or to accept any Bid, which appears to be in the best interest of the Board. Any Bid may be withdrawn prior to the opening time and date. Any Bid received after the time and date as specified will not be considered.
- c. The Board of Education may consider proximity of vendor's service as a factor in determining lowest responsible Bid.

- d. If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of these Bids by notifying each proposer by telephone, mail or the issuing of an addendum.
- e. The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any Bid where, on investigation, the evidence or information submitted by such Bidders does not satisfy the Board of Education that the proposer is qualified to carry out properly the terms of the contract.
- f. Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all school buildings and on school grounds.
- g. Bidders are to respond to this request for bid by completing the attached Reply Sheets. Bidders shall indicate their pricing, and all other required information on the Reply Sheets. The pricing on the Reply Sheets shall be complete and shall include the costs of all shipping, delivery, insurance, certificates, permits, etc.
- h. The service agreement will have an initial term of five (5) months. In addition, there will be four (4) optional years that may be engaged through the mutual consent of both parties on an annual basis.
- i. Bidders shall also indicate if there may be changes in pricing for the optional years of the service agreement. If price changes are possible in the option years, bidders shall indicate the maximum percentage of the potential increases or decreases on the Reply Sheets. Pricing will be fixed for each annual contract term.
- j. The Bidder is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.

Tax:

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public School system is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the Bid price.

Collusion among Bidders:

- a. More than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more than one Bid for the work contemplated will cause rejection of all Bidders in which the proposer is interested. Any or all Bidders will be rejected if there is any reason for believing that collusion exists among the Bidders.
- b. Participants in such collusion may not be considered in future offers for the same work. Each proposer, by submitting a Bid, certifies that it is not a part to any collusive action.

Employment Discrimination by Contractor Prohibited:

- a. The successful proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful Proposer in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful Proposer is an Equal Opportunity Employer.
- b. Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulation shall, be deemed sufficient for the purpose of meeting the requirements of this section.

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

[x]	A. Gene			with minimum coverages for combined bodily injury and property damage liability of general aggregate, \$1,000,000 per occurrence including:
		[x]	1.	Commercial General Liability.
		[x]	2.	Town as additional insured.
		0	3.	Owners and Contractors Protective Liability (separate policy in the name of the Town).
[x]	В.	for be	odily i	nsive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit injury and property damage, including, where applicable, coverage for any vehicle, all icles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
[x]	C.			pility with minimum coverage of \$5,000,000 in umbrella form, or such other form as By Town Department Head and Risk Management Director.
[x]	D. Wor	kers' Co Statu		isation and Employer's Liability, with minimum coverages as provided by Connecticut State
()	ε.	cover	age of	al Liability (for design and other professionals for Errors and Omissions) with minimum f \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed d for three (3) years after work is completed under the Contract.
[]	F.	Other	r (Build	der's Risk etc.):
[x]	G. CERT		ATION	DER: TOWN OF GREENWICH, GREENWICH BOARD OF EDUCATION, ATTN: BOARD OF. N (also fill in on ACORD Certificate of Insurance) 290 Greenwich Avenue, Greenwich, CT

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office.

Company name and address must conform on all documents including insurance documentation. It is required that agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich and the Greenwich Board of Education is endorsed as additional insured by having the appropriate box checked off and/or stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich and Greenwich Public Schools have been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the board of Education and must be signed by the same individual authorized representative who signed the Acord form. (See page __ for sample "Endorsement" letter).

The Contractor shall be responsible for maintaining the above insurance coverage's in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A: VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current Connecticut White List of the State of Connecticut Insurance Department.

AGENT/BROKER (LETTERHEAD)

(Date)	
Eugene H.	Watts, Senior Buyer
Purchasin	g Department
Town of G	reenwich/Board of Education
290 Greer	nwich Avenue – Havemeyer Building
Greenwic	h, CT 06830
Re: Tow	n of Greenwich/Board of Education / <u>Contract #</u>
Project Na	ame:
Dear Mr. \	Watts:
The under	rsigned hereby certifies as follows:
(1)	I am a duly licensed insurance agent under the laws of the State of [insert State] and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
(2)	The Town of Greenwich and the Greenwich Board of Education have been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];
(3)	The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
(4)	The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
(5)	The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Authorized Representative for all companies listed in the Acord form

Sincerely,

			216111	INSURANC	E
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			INSURER E	3:	
			INSURER C	2:	11 11
			INSURER D	D:	***************************************
			INSURER E	<u>:</u>	
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M OF CONDITION OF ANY CONTRACT OR OT	THER DOCUMENT WITH RES	PECT TO WHI	CH THIS CERTI	FICATE MAY BE ISSUED (DICATED, NOTWITHSTANDING ANY REQUIREMENT OR MAY PERTAIN, THE INSURANCE AFFORDED BY SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIN
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COMMERCIAL GENERAL LIABILITY					FIRE DAMAGE (Any one fire)
☐ CLAIMS MADE ☑ OCCUR					MED EXP (Any one person)
					PERSONAL & ADV INJURY
					GENERAL AGGRREGATE
GENERAL AGGREGATE LIMIT APPLIES					PRODUCTS-COMP/OP AGG
□ POLICY □ PROJECT □ LOC					
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□ ANY AUTO					(Ea accident)
ALL OWNED AUTOS					BODILY INJURY
☐ SCHEDULED AUTOS					(Per person)
					BODILY INJURY
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDR	ED BY ENDORSEMENT/SPECIAL PROVISIONS Additional Insured: The
Town of Greenwich and the Greenwich Board of Education are nam	ed as additional insured for Contract # It is agreed by both
parties to Contract No that the Contractors insurance will be p	rimary and non-contributory
ADDITIONAL BIOLOGO INQUIDED FITTED	Lawery at a
CERTIFICATE HOLDER X ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Certificate Holder:	
Town of Greenwich	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
Board of Education	EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE R NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER.
101 Field Point Road	ITS AGENTS OF REPRESENTATIONS
Greenwich, CT 06830	

INSURANCE PROCEDURE

PLEASE NOTE:

THIS PAGE MUST BE RETURNED WITH YOUR BID/BID. FAILURE TO DO SO MAY RESULT IN YOUR BID/BID BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Bid. Any bids/Bids with deficient insurance requirements will be rejected. The firm who is awarded the Bid/Bid must return the contract, agent/broker and insurance form within two (2) weeks from the date on the award letter.

PLEASE CHECK THE APPROPRIATE BOX

YES NO

1. General Aggregate \$2,000,000.00

2. Per Occurrence \$1,000,000.00

3. Automobile Liability \$1,000,000.00

4. Excess Liability \$5,000,000.00

- 5. Professional Liability
- 6. Worker's Compensation and Employer's Liability
- 7. Town as Additional Insured
- 8. Ability to Return Contract and Insurance Documents Within Two (2) Weeks
- 9. Able to Provide the Town with Thirty (30) Days Prior Written Notice of Cancellation

STATEMENT OF VENDOR:

have read the insurance requirements for this work a gent/broker. The bid/Bid cost reflects any additional co	
	- Charles
Signature	Date
Contractor	

NON-COLLUSION AFFIDAVIT

GREENWICHPUBLIC SCHOOLS

290 GREENWICH AVE

State of	GREENWICH, CONNECTICUT
County of:	s.s.
I state that I am the	of
(TITLE)	(NAME OF MY FIRM)
	idavit on behalf of my firm, and its owners, responsible in my firm for the price(s) and the
I state that:	
* * *	have been arrived at independently and without ement with any other contractor, bidder/proposer
nor approximate amount of this bid	f this bid/BID, and neither the approximate price(s) d/BID, have been disclosed to any other firm or r potential bidder/proposer, and they will not be
from bidding/proposing on this conti	made to induce any firm or person to refrain ract, or to submit a bid/Bid higher than this ly high or noncompetitive bid/BID or other form of
(4) I fully understand that more than one	offer from an individual, firm partnership;

corporation or association under the same or different name will be rejected.

Reasonable grounds for believing that a bidder/proposer is interested in more than one bid/BID for the work contemplated may cause rejection of all bids/BIDs in which the bidder/proposer is interested. Any or all bidders/Bidders will be rejected if there is any reason for believing that collusion exists among the bidders/Bidders. Participants in such collusion may not be considered in the future offers for the same work. Each bidder/proposer by submitting a bid/Bid certifies that it is not a part to any collusive action. (5) The bid/BID of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/Bid. _its affiliates, subsidiaries, officers. directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows: I state that understands and acknowledges that (NAME OF MY FIRM) the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the bid/Bid for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of bids/Bids for this contract. (7) I agree to furnish and deliver all services on the date and time agreed on by and the Greenwich Board of Education at (NAME OF MY FIRM)

The time the purchase order is placed. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/proposer submits a bid/proposer on any item he/she will be responsible for delivering that item at the bid/Bid cost, in accordance

with the attached above specifications, which were submitted with this bid/Bid and upon which the bid/Bid was made.

- (8) In submitting this bid/Bid, the undersigned declares that this is made without any connection with any persons making another bid/Bid on the same contract; that the bid/Bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/Bid or in the supplies or work to which it relates, or in any portion of the profits thereof.
- (9) In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of such contract.
- (10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/Bid. If found to be false, the Town of Greenwich retains the right to reject said bid/Bid and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/Bid and contract or purchase order.
- (11) The Greenwich Code of Ethics can be found at <u>www.greenwichct.org</u>. Code of Ethics stated as follows:
 - (2) <u>DEFINITION</u>. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which as a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town Officer shall mean and include any official, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town Officer.
 - (3) <u>GIFTS AND FAVORS.</u> No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

(4)	any transaction with	JENCE. No Town Officer having a had the Town or in any action to be taken or to vote on such transaction or action	n by the Town shall use is office to
	VENDOR INFORM	<u>NATION.</u> (Please print the following	ng)
	VENDOR NAME		
	ADDRESS		
	TELEPHONE	•	FAX#
	E-MAIL	•	WEB SITE
	AUTHORIZED SIG	GNATURE	TITLE

agrees of Collusio	By signing this bid/Bid the bidder/proposer understands and o the attached terms, conditions, and specifications, including among Bidders/Bidders Employment Discrimination by the or Prohibited.
SIGNATURE	
	SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE AND THE STATE OF
	THIS
DAY OF	
NOTA	MY COMMISSION EXPIRES

State of Connecticut Town of Greenwich Contract

Town Department: Greenwich Public Schools Division: Facilities	Contract No.
Name and	Account Name:
Address	Account Code;
Of	Total Amount
Contractor	of Contract:
This Agreement made this day of 2022 beto thereafter called the Contractor. Witnessed as follows:	weeл Town of Greenwich hereafter called the Town and
 The contractor agrees to furnish materials and perform servi and consisting of numbered pages from 1 to 	rials and services upon certification by the proper agent of the Town. Counsel and countersigned by the Town Comptroller.
	TOWN OF GREENWICH
	By Its Chief Operating Officer Sean O'Keefe
	CONTRACTOR
	By Its
_ COR	PORATE ACKNOWLEDGEMENT
STATE OF CONNECTICUT	
COUNTY OF FAIRFIELD SS:	
Personally appearedName and title of Officer	of (Corporation)
Signer and sealer of the foregoing instrument, who being duly aut instrument to be his free act and deed and the free act and deed	thorized and appointed by the Board of Directors of said Corporation, acknowledged the foregoing of saidbefore me (Corporation)
	Notary Public (seal)
INDIVIDITAL	L OR PARTNERSHIP ACKNOWLEDGEMENT
(delete	e words in parenthesis if not a partnership)
STATE OF COUNTY OF ss:	, 2022
	, (one of the members of the
partnership of)	, signer and sealer of the act and deed of said partnership), before me
	Notary Public (seal)
Approved as to legal sufficiency	
Date	
	Town Counsel
I hereby certify that the estimated amount of this contract does not is chargeable as indicated hereon.	ot exceed the unencumbered balances of amounts duly appropriated and against which this contra
Date	Comptroller
	Comptioner

AGREEMENT CONTRACT NO.

THIS AGREEMENT, executed thisday of in the year Two Thousand
Twenty Two (herein referred to as the "AGREEMENT"), by and between the Town of
Greenwich, Connecticut, acting through Greenwich Public Schools hereunto duly
authorized, "OWNER" and, whose principal office is located at
,_acting herein by its,, duly authorized,
"CONTRACTOR".
WITNESSETH, that the parties to these presents, each in consideration of the undertaking, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed to do hereby undertake, promise and agree, the Owner for itself, its successors and assigns, and the Contractor for himself and his heirs, executors, administrators, successors and assigns, as follows:
1. <u>DEFINITIONS:</u>
Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning:
The word "Owner" shall mean the Town of Greenwich and shall include its authorized representative.
The word "Contractor" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.
The words "Contracting Officer or Agency" shall mean that official of the Town which awards the contract, executes the Agreement and is the Owner's authorized representative.
The Information for Bidders, the Contractor's Bid as accepted by the Owner, the Contract Conditions and Specifications and the General, Technical and Materials Specifications, the Drawings, and all addenda and amendments to any of the foregoing, collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".
2. <u>DESCRIPTION OF WORK:</u>
This project consists of
per Bid No bid and exhibits B and C. All work must be completed b

This date may be extended by contract supplement form if a potential change order is required due to unforeseen circumstances, related errors and omissions in bid specifications. Such extensions are limited to a total of one year.

3. PAYMENT:

The Contractor shall be paid on a monthly basis after presentation of vouchers, and subject to acceptance and approval by the Town of Greenwich and by Dan Watson, Director of Facilities.

Such payments will be made by the Town of Greenwich monthly for all services actually rendered, and the acceptance by the Contractor of any such monthly payment shall be a release to the Town of all claims and all liability to the Contractor in connection with the contract, arising during the period for which payment is made. No payment, however, shall operate to release the Contractor or its sureties or insurers from any obligation under the Contract to be entered into or the Performance Bond or any insurance policies issued in connection with said contract.

4. PERFORMANCE MAINTENANCE AND PAYMENT BOND:

The Contractor shall, simultaneously with the signing of the Contract, furnish the Town the executed Performance, Maintenance and Payment Bond of a surety company authorized to do business in the State of Connecticut, and acceptable to the Town, in the sum of the full amount of the Contract obligation in the form provided by the Town. See Exhibit B.

THE ABOVE IS ONLY REQUIRED FOR CONTRACTS EXCEEDING \$100,000.00.

5. GUARANTEE:

The Contractor guarantees that the Work and services to be performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, if any, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Contract during such one-year period, and also shall repair, correct, or replace all damage to the Work resulting from such failure.

6. **DEFECTIVE WORK:**

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment,

apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Town; if any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is condemned by the Town as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Town which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

7. COMPLIANCE WITH LAWS:

The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, if any, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

8. INDEMNITY:

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Town any of his respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings; and provided that the Contractor shall not be required to indemnify the Town, its officers, agents, servants or employees against any such damages occasioned solely by acts or omissions of the Town other than supervisory acts or omissions of the Town in connection with the Work.

INDEMNITY AGAINST SUBCONTRACTORS' CLAIMS:

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Town from and against any and all claims by such other contractors or subcontractors, alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses including attorneys' fees, arising out of, relating to or resulting from such claims.

9. PATENTS:

The Contractor shall indemnify and save harmless the Town and all persons acting for or on behalf of the Town from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorneys' fees, arising from or occasioned by an infringement or alleged infringement of any patents or patent rights on any invention, process, materials, equipment, article, or apparatus, or any part hereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Town.

10. CHANGES:

The Town, through its designated Agent, may make changes in the Work and in the Drawings, if any, and Specifications therefore by making alterations therein, additions, thereto or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore. For eliminated or decreased work the Contractor shall allow the Town a reasonable credit as determined by the Parties. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Town authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

11. CLAIMS FOR DAMAGES:

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained whichever date is the earlier, file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such

statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Town, one copy of the statement, and shall file with the Town and the Contractor his determination thereon. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Town or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

12. ABANDONMENT OF THE WORK OR OTHER DEFAULT:

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Town may designate; and the Town may, upon giving such notice, by Contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the work. The Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town out of any moneys due and payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with

all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

13. LIENS:

If at any time any notices of lien or other legal process are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

14. CLAIMS:

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

15. LIABILITY OF TOWN:

No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

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

17. PERMITS:

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, Town, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

18. NOT TO SUBLET OR ASSIGN:

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Town, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Town and the surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

19. EMPLOY COMPETENT PEOPLE:

The Contractor shall employ only competent people on the Work and shall not employ people or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Town, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

20. EMPLOY SUFFICIENT LABOR AND EQUIPMENT:

If in the sole judgment of the Contracting Officer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Contracting Officer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Contracting Officer deems necessary to enable the Work to progress properly.

21. INTOXICATING LIQUORS:

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

22. ACCESS TO WORK:

The Town, the Contracting Officer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

23. EXAMINATION OF WORK:

The Contracting Officer shall be furnished by the Contractor with every reason able facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

24. EXTRA WORK:

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Contracting Officer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Contracting Officer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Contracting Officer, plus a percentage of such cost, as may be agreed upon by Contract and Contracting Officer.

25. CHANGES NOT TO AFFECT BONDS:

It is distinctly agreed and understood that any changes made in the work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Town to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the surety on said bonds continue and remain in full force and effect.

26. PRICES FOR WORK:

The Town shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

27. MONEYS MAY BE RETAINED:

The Town may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Town may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

28. USE OR PARTIAL PAYMENT NOT ACCEPTANCE:

It is agreed that this is an entire contract for one whole and complete Work or result and that neither the Town's entrance upon or use of the Work or any part thereof nor any partial payments by the Town shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

29. NON-CONNECTICUT CONTRACTORS:

Pursuant to Connecticut General Statutes §12-430(7), as amended by Connecticut Public Act #11-61, Section 66, a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

30. PAYMENT TO SUBCONTRACTORS:

As required by Section 49-41a of the Connecticut General Statutes, within thirty days after payment to the Contractor by the Town for work under this Contract, he shall pay any amounts due any subcontractor, whether for labor performed or materials furnished when such labor or materials has been included in a requisition submitted by such Contractor and paid by the Town.

31. INSURANCE:

Insurance coverage required as noted in "Exhibit A" attached.

32. PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE:

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee or welfare fund, as defined in subsection (h) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

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

Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's web site. The annual adjustments will be posted on the Departments of Labor web page: www.ctdol.state.ct.us. For those without Internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

The provisions of this section (32) shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.

33. GOVERNING LAW:

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

WICH, CONNECTICUT	TOWN OF GREENV
Sean O'Keefe	BY
Chief Operating Officer	
	THE CONTRACTOR

IN WITNESS, WHEREOF, the parties of the AGREEMENT have hereunto set their hand and seals the day first above written.

Insurance Requirement Sheet

<u>Insurance Requirements</u>: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

	A.	General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:			
	\boxtimes	1. Commercial General Liability.			
	\boxtimes	2. Town as additional insured.			
		3. Owners and Contractors Protective Liability (separate policy in the name of the Town).			
\boxtimes	В.	Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.			
\boxtimes	C.	Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approve by Town Department Head and Risk Management Director.			
\boxtimes	D.	Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticu State Statutes.			
	E.	Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed extended for three (3) years after work is completed under the Contract.			
	F.	Other (Builder's Risk, etc.):			
\boxtimes	G.	CERTIFICATE HOLDER: TOWN OF GREENWICH And GREENWICH BOARD OF EDUCATION. (Also fill in on ACORD Certificate of Insurance) 290 Greenwich Avenue, Greenwich, CT 06830.			

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich and The Greenwich Board of Education are endorsed as additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation. The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

(SAMPLE ENDORSEMENT LETTER)

AGENT/BROKER (LETTERHEAD)

(Date)

Eugene H. Watts, Senior Buyer Purchasing Department Town of Greenwich/Board of Education 290 Greenwich Avenue – Havemeyer Building Greenwich, CT 06830

Re:	Town of Greenwich/Greenwich Board of Education / Contract #					
	Project Name:					

Dear Mr. Watts:

The undersigned hereby certifies as follows:

- (6) I am a duly licensed insurance agent under the laws of the State of [insert State] and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (7) The Town of Greenwich, Greenwich Board of Education, and ______have been endorsed as an additional insured under the general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];
- (8) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (9) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above-referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (10) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days' notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD CERTIFICATE OF LIABILITY INSURANCE									
PRODUCER		NO RIGHT	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
	*		INSUREERS AFFORDING COVERAGE						
INSURED			INSURER A:						
			INSURER B: INSURER C:						
		INSURER	INSURER: D:						
LINSURER : F:									
COVERAGES									
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INS TYPE OF INSURANCE	POLICY NUMBER POLICE	CY EFFECTIVE	POLICY EXPIRATION	LIMITS					
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY				FACH OCCURENCE FIRE DAMAGE (Any one fire)					
I CI AIMS MADE IN OCCUR				MED EXP (Any one person)					
				PERSONAL & ADV INJURY GENERAL AGGREGATE					
GENERAL AGGREGATE LIMIT APPLIES				PRODUCTS-COMP/OP AGG					
☐ POLICY ☐ PROJECT ☐ LOC									
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ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)					
HIRFO AUTOS NON-OWNED AUTOS				RODII Y IN.IURY (Per accident)					
				PROPERTY DAMAGE (Per accident)					
GARAGE I IABII ITY ANY AUTO				ALITO ONLY-FA ACCIDENT OTHER THAN EA ACC					
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EXCESS LIABILITY				EACH OCCURRENCE					
OCCUR CLAIMS MADE				AGGREGATE					
☐ DEDUCTIBLE ☐ RETENTION \$				CONTRACTOR CONTRACTOR					
WORKERS COMPENSATIO NAND				WC I I OIH-					
WORKERS SOME ENGATIONARIE				E FACH ACCIDENT					
				EL DISEASE - POLICY LIMIT					
Professional Liability		-							
DESCRIPTION OF OPERATIONS/LOCATIONS/VE									
Greenwich, Greenwich Board of Edi	ucation and		are named as a	additional insured for Contract # It					
Greenwich, Greenwich Board of Education and are named as additional insured for Contract # It is agreed by both parties to Contract No that the Contractors insurance will be primary and non-contributory									
CERTIFICATE HOLDER X ADDITIONAL	. INSURED; INSURER LETTER:	CANCELLA	ATION	Lover gallery Swithing					
Certificate Holder: Town of Greenwich and Greenwich	reenwich	EXPIRATION DAYS WRI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS						
101 Field Point Road Greenwich, CT 06830		AUTHORIZ	AUTHORIZED REPRESETNATIVE						



SECTION 087113 - POWER DOOR OPERATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Power door operators for swinging doors.
- B. Related Requirements:
 - 1. Section 087100 "Door Hardware" for Door Hardware sets to receive Power Assist Operators.

1.2 DEFINITIONS

- A. AAADM: American Association of Automatic Door Manufacturers.
- B. Activation Device: A control that, when actuated, sends an electrical signal to the door operator to open the door.
- C. Double-Egress (Doors): A pair of doors that simultaneously swing, with the two doors moving in opposite directions with no mullion between them.
- D. Double-Swing (Doors): A pair of doors that swing, with the two doors moving in opposite directions with a mullion between them; each door functioning as a single-swing door.
- E. Safety Device: A control that, to avoid injury, prevents a door from opening or closing.
- F. For automatic door terminology, see BHMA A156.19 for definitions of terms.

1.3 COORDINATION

- A. Templates: Distribute for doors, frames, and other work specified to be factory prepared and reinforced for installing power door operators.
- B. Coordinate hardware for doors with operators to ensure proper size, thickness, hand, function, and finish.
- C. Electrical System Roughing-in: Coordinate layout and installation of power door operators with connections to the following:
 - 1. Power supplies.
 - 2. Access-control system.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for power door operators.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For power door operators.
 - 1. Include plans, elevations, sections, hardware mounting heights, and attachment details.
 - 2. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Indicate locations of activation and safety devices.
 - 4. Include diagrams for power, signal, and control wiring.
- C. Samples: For each exposed product and for each color and texture specified, manufacturer's standard size.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of power door operator.
- C. Field quality-control reports.
- D. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For power door operators, safety devices, and control systems, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer for installation and maintenance of units required for this Project and who employs a Certified Inspector.
 - 1. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.

B. Certified Inspector Qualifications: Certified by AAADM.

1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of power door operators that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Faulty or sporadic operation of power door operator, including controls.
 - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering or use.
 - 2. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design: ASSA ABLOY Entrance Systems.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Horton Automatics: Overhead Door Corp.
 - 2. LCN: Allegion plc.
 - 3. Sargent Manufacturing Company: an ASSA ABLOY company.
- C. Source Limitations: Obtain power door operators, including activation and safety devices, from single source from single manufacturer.

2.2 POWER DOOR OPERATORS, GENERAL

- A. General: Provide operators of size recommended by manufacturer for door size, weight, and movement; for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for occupancy type indicated; and in accordance with UL 325. Coordinate operator mechanisms with door operation, hinges, and activation and safety devices.
 - 1. Wind Load: Provide door operators on exterior doors that will open and close doors and maintain them in fully closed position when subjected to wind load as indicated on Drawings.
- B. Electromechanical Operating System: Self-contained unit powered by permanent-magnet dc motor; with closing speed controlled mechanically by gear train and dynamically by braking action of electric motor, connections for power and activation- and safety-device wiring, and manual operation, including spring closing when power is off.
- C. Hinges: See Section 087100 "Door Hardware" for hinge type for each door that door operator shall accommodate.

- D. Cover for Surface-Mounted Operators: Fabricated from 0.125-inch- (3.2-mm-) thick, extruded or formed aluminum; continuous over full width of operator-controlled door opening; with enclosed end caps, provision for maintenance access, and fasteners concealed when door is in closed position.
- E. Brackets and Reinforcements: Fabricated from aluminum with nonstaining, nonferrous shims for aligning system components.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.3 POWER DOOR OPERATORS FOR SWINGING DOORS

- A. Standard: BHMA A156.10.
- B. Performance Requirements:
 - 1. Opening Force:
 - a. Power-Operated Doors: Not more than 50 lbf (222 N) required to manually set door in motion if power fails; not more than 15 lbf (67 N) required to open door to minimum required width.
 - b. Power-Operated Swinging Doors: Not more than 30 lbf (133 N) required to manually open door if power fails.
 - 2. Entrapment-Prevention Force: Not more than 40 lbf (178 N) required to prevent stopped door in the last 10 degrees of opening from moving in the direction of opening; not more than 30 lbf (133 N) required to prevent stopped door from moving in direction of closing.
- C. Configuration: Operator to control pair of swinging doors.
 - 1. Traffic Pattern: Two way.
 - 2. Operator Mounting: Surface.
- D. Operation: Power opening and power-assisted spring closing. Provide time delay for door to remain open before initiating closing cycle as required by BHMA A156.10.
- E. Operating System: Electromechanical.
- F. Microprocessor Control Unit: Solid-state controller.
- G. Features:
 - 1. Adjustable opening and closing speed.
 - 2. Adjustable opening and closing force.
 - 3. Adjustable backcheck.
 - 4. Adjustable hold-open time from zero to 30 seconds.
 - 5. Adjustable time delay.
 - 6. Adjustable acceleration.
 - 7. Adjustable limit switch.
 - 8. Obstruction recycle.

- 9. Power door re-open if stopped while closing.
- 10. On-off/hold-open switch to control electric power to operator; key operated.
- H. Controls: Activation and safety devices as indicated on Drawings and in accordance with BHMA standards.
- I. Exposed Finish: Finish matching door and frame.
 - 1. Color: As selected by Architect from full range of industry colors and color densities.

2.4 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - 1. Extrusions: ASTM B221 (ASTM B221M).
 - 2. Sheet: ASTM B209 (ASTM B209M).
- B. Fasteners and Accessories: Corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

2.5 CONTROLS

- A. General: Provide controls, including activation and safety devices, in accordance with BHMA standards; for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for occupancy type indicated. Coordinate activation and safety devices with door operation and door operator mechanisms.
- B. Push-Plate Switch: Momentary-contact door control switch with flat push-plate actuator with contrasting-colored, engraved message.
 - 1. Configuration:
 - a. Square push plate with 4-by-4-inch (100-by-100-mm) junction box.
 - 1) Mounting: Surface mounted on Pedestal.
 - 2. Push-Plate Material: Stainless steel as selected by Architect from manufacturer's full range.
 - 3. Message: International symbol of accessibility and "Push to Open."
- C. Electrical Interlocks: Unless units are equipped with self-protecting devices or circuits, provide electrical interlocks to prevent activation of operator when door is locked, latched, or bolted.

2.6 ACCESSORIES

- A. Signage: As required by cited BHMA standard for type of door and its operation.
 - 1. Application Process: Operator manufacturer's standard process.

2.7 FABRICATION

- A. Factory fabricate power door operators to comply with indicated standards.
- B. Form aluminum shapes before finishing.
- C. Fabricate exterior components to drain condensation and water-passing joints within operator enclosure to the exterior.
- D. Use concealed fasteners to greatest extent possible. Where exposed fasteners are required, use countersunk Phillips flat-head machine screws, finished to match operator.
- E. Provide metal cladding, completely covering visible surfaces before shipment to Project site. Fabricate cladding with concealed fasteners and connection devices, with accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion, and with allowance for thermal expansion at exterior doors.

2.8 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary, protective covering before shipping.
- B. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

2.9 ALUMINUM FINISHES

A. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances, door and frame preparation and reinforcements, and other conditions affecting performance of power door operators.
- B. Examine roughing-in for electrical systems to verify actual locations of power connections before power door operator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install power door operators in accordance with manufacturer's written instructions and cited BHMA standard for type of door operation and direction of pedestrian travel, including signage, controls, wiring, remote power units if any, and connection to building's power supply.
 - 1. Do not install damaged components. Fit joints to produce hairline joints free of burrs and distortion.
 - 2. Install operators true in alignment with established lines and door geometry without warp or rack. Anchor securely in place.
- B. Controls: Install activation and safety devices in accordance with manufacturer's written instructions and cited BHMA standard for operator type and direction of pedestrian travel. Connect control wiring in accordance with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Access-Control System: Connect operators to access-control system as specified on Technology Drawings T001, T010 and T102.
- D. Signage: Apply on both sides of each door as required by cited BHMA standard for type of door operator and direction of pedestrian travel.

3.3 FIELD QUALITY CONTROL

- A. Certified Inspector: Owner will engage a Certified Inspector to test and inspect components, assemblies, and installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Test and inspect each power door operator installation, using AAADM inspection forms, to determine compliance of installed systems with applicable BHMA standards.
- C. Power door operators will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

3.4 ADJUSTING

- A. Adjust power door operators to function smoothly, and lubricate as recommended by manufacturer; comply with requirements of applicable BHMA standards.
 - 1. Adjust operators on exterior doors for tight closure.
- B. After completing installation of power door operators, inspect exposed finishes on doors and operators. Repair damaged finish to match original finish.
- C. Readjust power door operators and controls after repeated operation of completed installation equivalent to three days' use by normal traffic (100 to 300 cycles).

D. Occupancy Adjustment: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.5 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of power door operator Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 - 1. Engage a Certified Inspector to perform safety inspection after each adjustment or repair and at end of maintenance period. Furnish completed inspection reports to Owner.
 - 2. Perform maintenance, including emergency callback service, during normal working hours.
 - 3. Include 24-hour-per-day, seven-day-per-week, emergency callback service.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain power door operators.

END OF SECTION 087113

