



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: February 27, 2018

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, March 1, 2018,
5:30 p.m., Chase School, **Gymnasium**
Notice of Regular Meeting – Thursday, March 15, 2018,
6:30 p.m., **MALONEY MAGNET SCHOOL CAFÉ**

The Committees of the Board of Education will meet on Thursday, March 1, 2018, Chase School, Gymnasium, 40 Woodtick Road, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

- 1. Committee of the Whole/20 minutes ~ Principal’s Report – Matthew Calabrese.

PUBLIC SPEAKING

- 2. Committee on Finance/5 minutes ~ Request approval to apply for the CSDE 2018 Low-performing Schools Bond Funded Grant Applications – L. Allen Brown, D. Schwartz, W. Zhuta.
- 3. Committee on Finance/5 minutes: Monthly Expenditure Report for January 2018 – D. Biolo.
- 4. Committee of the Whole/10 minutes ~ Discussion: 2018/2019 and 2019/2020 school year calendars – W. Zhuta.
- 5. Committee of the Whole/5 minutes ~ School Safety Update (no backup) – Mr. Henry, et al.
- 6. Committee on School Personnel/10 minutes ~ Minority Teacher Recruitment & Retention (MTRR) Goals – J. Hayes.
- 7. Committee on Curriculum/15 minutes ~ State Department of Education Accountability Report – T. Battistoni, et al.
- 8. Committee on Finance/5 minutes ~ Request approval of an Agreement with Pediatric Services of America, Inc. d/b/a PSA Healthcare, to provide nursing services as required by students’ IEP – M. Baldwin.
- 9. Committee on Finance/5 minutes ~ Request approval of an Agreement with Trane U.S., Inc. for Chiller Service for Service Maintenance for District HVAC Chillers – R. Brenker.

10. Committee on School Facilities & Grounds/2 minutes ~ Use of school facilities by school organizations and/or City departments.
11. Committee on School Facilities & Grounds/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests.
12. Superintendent's Notification to the Board/5 minutes:
 - a. Athletic appointments:
 Camilleri, Daniel – Intramural Girls Basketball, Gilmartin, effective 02/08/18.
 Canu, Mark – Assistant Boys Swimming Coach, KHS, effective 02/23/18.
 Iverson, Cazzie – Freshmen Boys Basketball Coach, WHS, effective 01/24/18.
 O'Brien, Nicholas – Outdoor Track Coach, KHS, effective 03/17/18.
 Secondi, John – Intramural Boys Basketball Coach, Reed School, eff. 02/05/18.
 - b. Grant funded appointments effective immediately:
 Boisquert, John – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Chelsea Dubose – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Gaston, Shawn – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Munoz-Kinig, Tamika – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Rich, Lawrence Rich – Part-time Math Tutor, \$32 p/hour, non-union and without benefits, funded by WAMS Operating Grant.
 Williams, Wisdaeim – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Wilson, Rashawn – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 - c. Extended School Hours (ESH) Program appointments, salary according to individual's contract:
 Quiles, Christina – Substitute Teacher, Bucks Hill School.
 Sagendorf, Janet – Substitute Teacher/Administrator, Tinker School.
 - d. State Department of Education After-school Program appointments:

Kingsbury

Sean Morrissey – Site Administrator

Anna Gauvin – Teacher

Emily Philips- Teacher (Sub)

Suzanne Newman- Teacher (Sub)

Justin Froese – PE Teacher

Lee DiBella – Teacher

Christine Rinaldi- Teacher (Sub)

Kathleen Goggins- Teacher (Sub)

Wallace

Michael LoRusso – Site Administrator

Marissa Calabro – Teacher

Corrin Zareck - Teacher

Kathryn Iaiennaro - Teacher (Sub)

David Sidella – PE Teacher (Sub)

Timothy Terenzi- P.E. Teacher

Debra Gluz - Teacher

Robin Davitt-Wells – Teacher (Sub)

Linda Ligi - Teacher (Sub)

West Side Middle School

Kathleen Ferrucci – Site Administrator

Laurie Scurso- Teacher

Emily Wengertsman- Teacher (Sub)

Sarah Martin- Teacher (Sub)

Harley Gaafar- Teacher (Sub)

Mateo Acevedo- P.E. Teacher

Alberto Rodriquez- Teacher

Gustavavo Oliveira- Teacher (Sub)

Tanya Hudobenko- Teacher (Sub)

Gina Barbiuto- Teacher (Sub)
 - e. Teacher hires:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Leone	Holly	Sprague	Gr. 5	1/25/2018
Pontecorvo	Louis	WCA	Music	1/29/2018
Mulvehill	Michelle	Generali	Gr. 5	2/5/2018
Bonini	Michelle	Bucks Hill	Gr. 5	2/12/2018
Figuroa	Jessenia	Bunker Hill	Special Ed K/Co-taught	1/29/2018

f. Retirements:

Gravel, Suzanne – RMS Writing Teacher, effective 06/30/18.

McKeeman, Kathleen – Duggan Pre-kindergarten, effective 06/30/18.

Ortiz, Rita – CHS Bilingual/ESL, effective 06/30/18.

Ruffin, Mardelle – Driggs Kindergarten, effective 06/30/18.

Sidella, David W. – WMS Physical Education, effective 03/01/18.

White, Phyllis – Driggs Math Coach, effective 06/30/18.

g. Resignations:

Vernucci, Jennifer – WSMS Physical Education, effective 02/09/18.

EXECUTIVE SESSION

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education

MAINTENANCE SERVICES AGREEMENT
ITB No. 5954
for
Service Maintenance for District HVAC Chillers
between
City of Waterbury
and
Trane, U.S., Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City Of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Trane U.S., Inc., located at 3600 Pammel Creek Road, LaCrosse, WI 54601, a State of Delaware duly registered foreign corporation, with offices located at 716 Brook Street, Suite 130, Rocky Hill, CT 06067 (the "Contractor").

WHEREAS, Trane submitted a proposal to the City responding to **ITB No. 5954** for Service Maintenance for District Chillers; and

WHEREAS, the City accepted Trane's proposal for **ITB No. 5954**; and

WHEREAS, the City desires to obtain Trane's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Trane shall furnish all of the labor, services, parts, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1. The Project consists of, but not limited to, spring startup, routine operating inspection of the HVAC school district chillers as set forth in the attached ITB, a startup report and recommendations to the School Inspector's Office, annual maintenance of chillers and chiller parts, the furnishing and delivery of all the necessary parts, labor, material, tools, the testing of equipment required to provide service and maintenance of chillers listed on the Equipment List which is part of the Technical Specifications attached hereto as part of **Attachment A** and to perform all work as more particularly detailed and described in the Bid Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by Trane

as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. City of Waterbury Invitation to Bid No. 5954, consisting of 18 pages, attached hereto.
- ii. Bid Addenda #1 to City of Waterbury Invitation to Bid No. 5954, dated August 21, 2017, consisting of 8 pages, attached hereto.
- iii. Trane's Response to City of Waterbury Invitation to Bid No. 5954, dated August 22, 2017, consisting of 27 pages, attached hereto.
- iv. Technical specifications, attached hereto as part of City of Waterbury Invitation to Bid No. 5954, consisting of 5 pages
- v. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- vi. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate(incorporated by reference)
- vii. Certificates of Insurance (incorporated by reference)
- viii. Department of Environmental Protection Regulations (CWF-1 through CWF-32)(incorporated by reference)
- ix. All applicable Federal, State laws and local statutes, regulations charter and ordinances (incorporated by reference)
- x. All permits and licenses. (incorporated by reference)

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on Trane. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

- i. Bid Addenda #1 to City of Waterbury Invitation to Bid No. 5954, dated August 21, 2017, consisting of 8 pages
- ii. This Agreement
- iii. Trane's Response to City of Waterbury Invitation to Bid No. 5954, dated August 22, 2017, consisting of 27 pages
- iv. All applicable Federal, State laws and local statutes, regulations charter and ordinances
- v. Technical Specifications

2. Representations Regarding Qualification and Accreditation. Trane represents that its employees are licensed to perform the scope of work set forth in this Contract. Trane further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. Trane represents that it has, or will secure at its own expense, all personnel required to perform the services under this

Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by Trane or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. Trane hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Trane and/or its employees be licensed, certified, registered, or otherwise qualified, Trane and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, Trane shall provide to the City a copy of Trane's licenses, certifications, registrations, etc.

3. Responsibilities of Trane. All data, information, etc. given by the City to Trane and/or created by Trane shall be treated by Trane as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this agreement. Trane agrees to forever hold in confidence all files, records, documents and other information which may come into Trane's possession during the term of this agreement, except where a disclosure is expressly stated as a requirement of this agreement. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, Trane shall provide prior advance written notice to the City of the need for such disclosure. Trane agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent Trane is required to be on City property to render its services hereunder, Trane shall have access to such areas of City property as the City and Trane agree are necessary for the performance of Trane's services under this agreement (the "Site" or the "Premises") and at such times as the City and Trane may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) days thereafter.

3.2. Working Hours. To the extent Trane is required to be on City property to render its services hereunder, Trane shall coordinate its schedule so that scheduled maintenance inspection and overhaul work on the Premises is performed, at the times and frequencies set forth in the City of Waterbury ITB No. 5954, as recommended by the equipment manufacturers. Trane agrees that these are minimum requirements under which Trane will perform preventative maintenance. All planned preventative maintenance shall be performed during normal working hours, Monday through Friday,

8:00 a.m. through 4:00 p.m. Excluding holidays, or as specified by the City and agreed to by Trane. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and Trane.

3.2.1 Emergency or unscheduled work hours. Trane must supply the City with a telephone number which is in active service twenty-four (24) hours per day seven (7) days per week, fifty-two weeks per year including holidays. This number will be used by City employees for emergency service or unscheduled repairs which Trane shall provide o immediately and on an emergency basis.

3.3. Cleaning Up. To the extent Trane is required to be on City property to render its services hereunder, Trane shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Trane.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., either at the Premises or intended for it, shall conform in all respects with the requirements of all this agreement, and shall be the best obtainable from the crafts and trades. In all cases, the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended.

3.5.1 The standard of care and skill for all services performed by Trane shall be that standard of care and skill ordinarily used by other members of Trane's profession practicing under the same or similar conditions at the same time and in the same locality. Trane's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. Trane shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned. Trane shall be responsible for the conduct of all its personnel, employees or subcontractors while on the premises. Trane agrees that the service provided by any personnel, employees or subcontractors, on this project, shall be both in the best interest of the City and the Public. If the City feels the conduct of any employee of Trane is detrimental to the City or the public the City shall have the right to request the removal of said employee for just cause.

3.6.1 Restitution.

Trane shall be solely responsible for and shall make prompt restitution to the City for any and all damage to the owner's property caused by Trane's personnel, employees or subcontractors.

3.7. Due Diligence Obligation. Trane acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. Trane hereby warrants and represents that prior to the submission of its proposal during the proposal process, it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this agreement and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of Trane to complete Due Diligence prior to submission of its proposal shall be borne by Trane. Furthermore Trane had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by Trane, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with Trane.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that Trane has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Trane shall deliver periodic, , written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by Trane and/or delivered by Trane during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** Trane's declaration as to whether the entirety of Trane's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by Contract Manager.

NOTE: Trane 's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Trane's written request, the City will provide Trane with documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by Trane hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by Trane for the purpose of carrying out the services under this Contract.

5. Contract Time. Trane shall complete all work and services required under this Contract will commence on the date executed by the Mayor and will terminate on June 30, 2020 ("Contract Time").

5.1. Time is and shall be of the essence for all services to be provide under this agreement for startup and emergency service to district chillers. Trane further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Trane and City, that the Contract Time is reasonable for the completion of the Project.

6. Compensation. The City shall compensate Trane for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to Trane prior to bidding. No claims for additional compensation will be considered on account of failure of Trane to completely inform itself as required herein above.

6.1. Fee Schedule. The fee payable to Trane shall not exceed ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED THREE DOLLARS (\$107, 403.00), for the entire term of this contract, and shall be in accordance with Trane's response to ITB No. 5954, dated August 22, 2017, which shall be comprised as follows:

- i. Year 1 - Upon execution- June 30, 2018- an amount not to exceed Thirty -Three Thousand Seven Hundred Twenty Three Dollars.....\$33,723.00
- ii. Year 2- July 1, 2018 - June 30, 2019- an amount not to exceed Thirty -One Thousand Five Hundred Sixty-Nine Dollars.....\$31,569.00
- iii. Year 3- July 1, 2019 - June 30, 2020- an amount not to exceed Forty-Two Thousand One Hundred Eleven Dollars.....\$42,111.00

At an hourly rate of

- i. Monday through Friday 8:00 a.m. - 4:00p.m.
One Hundred Fifty-Eight
Dollars/hr.....\$158.00/hr
- ii. After Hours weekends and Holidays
Two Hundred Thirty-Seven
Dollars/hr.....\$237.00/hr.

6.2. Limitation of Payment. Compensation to Contractor is limited to those fees set forth in Section 6.1. above and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of Trane's invoices for payment and review of Trane's work.

6.2.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.2.2 Trane and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to Trane, in an amount equaling the sum or sums of money Trane and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.2.3 All Service Tickets, Endorsed by the HVAC Foreman along with semi-annual billings, are to be submitted to the School Inspector's Office, 236 Grand Street, Waterbury, CT 06702. Attention Rosh Maghfour

6.3. Review of Work. Trane shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. Trane shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the agreement, settlement of claims or any other matter pertaining to Trane's demand for payment. The City shall not certify fees for payment to Trane until the City has determined that Trane has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of Trane in preparing its proposal for **ITB No. 5954** shall be solely borne by Trane and are not included in the compensation to be paid by the City to Trane under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. Trane shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. Trane shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, Trane shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until Trane, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as Trane has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Trane may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, Trane shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Warranty of Trane. Trane warrants to the City that all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished under this Contract shall be new, and that all work under this Contract shall be of good quality, free from faults and defects and in conformance with this Contract for a period of no less than One (1) Year after the date of the City's written acceptance of such work.

7.1 Trane further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The

Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to Trane's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from Trane to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, Trane shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

8.4. The City shall not accept nor assume responsibility for the security of Trane's equipment nor material, which is lost, stolen, and/or vandalized. Trane shall be solely responsible for all its equipment left or stored on City property.

9. Indemnification.

9.1. Trane shall indemnify, defend, and hold harmless the City, the City's agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services, provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of Trane, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In the event this Contract and/or Trane's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, Trane shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Trane, or its subcontractor, omission or commission.

9.3. In any and all claims against the City or any of its boards, agents, employees or officers by any employee of Trane, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraphs 9.1 and 9.2, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Trane or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.4. Trane expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Trane, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. Trane shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Trane's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Trane shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by Trane and as to any award made thereunder.

10. This Section Left intentionally blank.

11. Contractor's Insurance.

11.1. Trane shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by Trane and such insurance has been approved by the City. Trane shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, Trane shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from Trane's obligation under this Contract, whether such obligations are Trane's or subcontractor or person or entity directly or indirectly employed by said Trane or subcontractor, or by any person or entity for whose acts said Trane or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than

the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Trane:

11.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including all owned and hired autos.

11.4.3 Workers’ Compensation: Statutory Limits within the State of Connecticut: Employers’ Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers’ compensation.

11.4.4 Excess/Umbrella Liability Insurance:

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each Occurrence and **\$1,000,000.00** each Aggregate.

11.5. Failure to Maintain Insurance: In the event Trane fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset Trane’s invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from Trane at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: Trane’s General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City and its Board of Education are

additional insured and also provide a Waiver of Subrogation to all lines including Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Trane's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, Trane shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis all lines of coverage except Workers Compensation including waiver of subrogation to all lines of coverage."** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. Trane must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.8. No later than thirty (30) calendar days after Trane receipt, Trane shall deliver to the City a copy of Trane's insurance policies and endorsements and riders.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, Trane represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by Trane of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended, TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon Trane for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Trane remains liable, however, for any applicable tax obligations it incurs. Moreover, Trane represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. Trane and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 Trane is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. 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 welfare fund, as defined in Conn.Gen.Statute 31-53(i), 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.

12.2.2 Trane is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, Trane represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

13. Discriminatory Practices. In performing this Contract, Trane shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein

specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, Trane shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. Trane agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

14. This Section Left Intentionally Blank.

15. This Section Left Intentionally Blank.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, Trane shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Trane shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to Trane of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to Trane specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by Trane under this Contract shall, at the option of the City, become the City's property, and Trane shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, Trane shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Trane, and the City may withhold any payments to Trane for the purpose of setoff until such time as the exact amount of damages due the City from Trane is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to Trane. If this Contract is terminated by the City as provided herein, Trane will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Trane covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. Trane acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Trane therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, Trane hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Trane.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Trane for the agreed to level of the products, services and functions to be provided by Trane under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to Trane, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate Trane for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Trane shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights

in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Trane shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate Trane for such terminated products unless payment is otherwise approved by the City prior to such termination. Trane shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay Trane for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and Trane shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Trane shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and Trane may negotiate a mutually acceptable payment to Trane for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, (i) Trane shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay Trane for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

16.5. Ownership of Instruments of Service. The City acknowledges Trane's documents, reports, plans, specifications, drawings, deliverables, etc. created and to be created pursuant to this agreement, including electronic files, are Instruments of Service. Nevertheless, the final Instruments of Service, including, but not limited to architects, engineering, construction, and similar documents, reports, plans, specifications, drawings, deliverables, etc. prepared under this agreement shall become

the property of the City upon City payment for that Instrument of Service and the City reserves the right to use the Instruments of Service.

17. Force Majeure. Trane shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Trane shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. Trane shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of Trane's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Trane and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve Trane from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. Trane shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Trane.

18.2. Trane is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by Trane or subcontractor responsible for such failure or neglect.

18.3. Trane shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. Assignability. Trane shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Trane from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such

assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit Trane's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, Trane shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Risk of Damage and Loss. Trane shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by Trane, by someone under the care and/or control of Trane, by any subcontractor of Trane, or by any shipper or delivery service. Trane shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc, associated with the foregoing repair and replacement obligation. Further, Trane shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

22. Interest of Trane. Trane covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Trane further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and Trane, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and Trane is that of client and independent contractor. No agent, employee, or servant of Trane shall be deemed to be an employee, agent or servant of the City. Trane shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this agreement. It is the express intention of the parties hereto, and Trane hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Trane hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and Trane or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Trane hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Trane shall be solely

and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

27.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

27.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

27.1.3 The Final Completion Date has not been changed.

27.2. Notwithstanding the foregoing, a Change Order shall not include

27.2.1 an upward adjustment to a Contractor's payment claim, or

27.2.2 a payment increase under any escalation clause set forth in the original Contract, or any Change Order, or any amendment.

27.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be

signed by both Trane, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to Trane's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 27 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and Trane and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **ITB No. 5954** and (ii) Trane's proposal responding to the aforementioned **ITB No. 5954**.

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. Trane agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, Trane shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and Trane each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or Trane, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Trane U.S., Inc.
716 Brook Street, Suite 130
Rocky Hill, CT 06067

City: City of Waterbury
c/o Interim Chief Operating Officer and Chief of Staff
Chase Municipal Building
236 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City’s Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. Trane is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10. Trane hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

34.11. Trane is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. Trane hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to Trane set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

TRANE U.S. INC.

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. City of Waterbury Invitation to Bid No. 5954, consisting of 18 pages, attached hereto.
- ii. Bid Addenda #1 to City of Waterbury Invitation to Bid No. 5954, dated August 21, 2017, consisting of 8 pages, attached hereto.
- iii. Trane's Response to City of Waterbury Invitation to Bid No. 5954, dated August 22, 2017, consisting of 27 pages, attached hereto.

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THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
INVITATION TO BID#5954

Sealed Bids for **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 a.m. on August 29, 2017** and at that time and place will be publicly opened and read aloud. No bids will be received after **10:30 a.m.** on the day the bids are to be opened.

The Work or Item(s) to be procured) consist(s) of: **SERVICE MAINTENANCE FOR DISTRICT CHILLERS.**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** and shall contain the name and address of the Bidder on the envelope.

Complete Instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will be held at 10:00 AM on August 16, 2017 at West Side Middle School located at 483 Chase Parkway, and further information will be provided for visiting the other schools. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
TABLE OF CONTENTS

SECTION 00100 - INSTRUCTIONS TO BIDDERS

SECTION 00300 – ADDENDUM ACKNOWLEDGEMENT

SECTION 00400 – BID FORM

SECTION 00500 – TECHNICAL SPECIFICATIONS

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury ("the CITY") will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website by **08/18/2017 by 2:00 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **08/22/2017 by 2:00 p.m.** Only information issued by such City Written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

5.1 A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void.
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, **one (1) paper copy**, as well as a copy of the original Bid. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid, may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

ARTICLE 11: ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 13.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 13.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 13.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

13.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

13.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

13.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

13.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate.

13.4.5 NOT APPLICABLE

Builder's Risk Insurance: coverage equaling \$_____, the monetary value of the construction component of the Project.

"All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

13.4.6 NOT APPLICABLE

Contractors Pollution Liability Insurance: \$1,000,000.00 each claim, \$2,000,000.00 aggregate coverage.

The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

13.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

13.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

13.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and _

_____ as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and _____ are listed as additional insured on, all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

13.8. No later than thirty (30) calendar days after receipt by the Contractor, the Contractor shall deliver to the City a copy of the Contractor's insurance policies and

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.

ARTICLE 15. BID DOCUMENTS.

15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

16.1 Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

16.2 NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: _____
(Print or Type)

By Bidder's Authorized Representative:

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00400

BID ITEMS

The Waterbury Board of Education is seeking SERVICE MAINTENANCE FOR DISTRICT CHILLERS at various schools.

It is the intent of the City to enter into a one-year contract with two optional years with the Lowest Responsible Bidder.

The Bid Prices quoted on the Bid Form shall be all inclusive of any and all costs associated with the provision of the specified services by the Lowest Responsible Bidder.

All bidders must be licensed to do work in Connecticut, and must submit three (3) references.

YEAR 1 SERVICE MAINTENANCE
2017 thru June 30, 2018 \$ _____

YEAR 2 SERVICE MAINTENANCE (OPTIONAL)
July 1, 2018 thru June 30, 2019 \$ _____

YEAR 3 SERVICE MAINTENANCE (OPTIONAL)
July 1, 2019 thru June 30, 2020 \$ _____

Technicians' Labor Rates for Services Not Covered Under Service Maintenance

Labor Rate Per Hour –
8:00 A.M. TO 4:00 P: M.
Monday Thru Friday \$ _____

Labor Rate Per Hour- After Hours
/Weekend and Holidays \$ _____

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name:

Corporate Officer
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

(Name)

By: _____
(Title)

(Business Address)

(City, State, Zip Code)

Date: _____

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00500

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICE:

- A) Spring startup and routine operating inspection – Provide Start up Report to School Inspector's Office.
- B) Annual overhaul
- C) Annual overhaul parts

Furnish, deliver, and install all of the necessary labor, parts, materials, tools and test equipment to provide a service maintenance contract for the listed chillers.

SPRING START UP AND ROUTINE OPERATION – including but not limited to the following:

Follow manufacturers required start up procedures
Check dehydration/purge operation
Transfer charge if required. Add refrigerant as necessary
Start Machine
Check Lubrication system for correct temperatures and pressure
Check operation and set point of all safety controls. Adjust as necessary
Check operation of capacity controls. Calibrate as necessary.
Inspect operation of cooling tower, tower bypass valve and associated pumps and drives. Advise condition.
Observe operation of chilled water system.
Advise recommended machine improvements
Log machine performance and discuss operating procedures with Waterbury School personnel
Conduct oil analysis yearly or as manufacturer's recommendation.

ANNUAL OVERHAUL including, but not limited to, the following:

Note refrigerant and oil levels.
Check units thoroughly for refrigerant leaks.
Remove oil from compressor reservoir. Recharge with new oil.
Clean seal oil pot and float valve (if required).
Clean/purge dehydrator float chamber and float valve.
Clean oil cooler solenoid screen. Recharge with new oil and oil filter cartridge.
Check that valve operates freely through its full travel.
Replace purge float valve plunger and seat.
Clean/purge sight glasses.
Clean/purge dehydrator strainer and orifice. Test dehydrator operation.
Replace purge pump suction and exhaust valve reeds.
Clean purge strainer and orifice. Test purge operation.

Replace volute drain filter and refrigerant filter.
Clean motor cooling line strainer.
oil heater through inspection cover.
Through inspection cover, inspect transmission gears and oil heater, inspect and record clearances.
Leak test machine for CFC emissions and evacuate with purge pump.
Check condition of starter contacts
Inspect control center.
Check condition of safety controls
Meg test Compressor motor
Advise on recommended product/machine improvements. Log refrigerant CFC loss.
Remove heads and brush clean all condenser tubes annually
Inspect relief valves
Remove heads and brush clean all evaporator tubes every other year
Log CFC refrigerant loss and advise equipment's' conditions to customer.
Check and calibrate safety and operating controls
Check and tighten all electrical terminals and check contacts for wear
Change oil filters, check oil levels in compressors and add as required.
Tighten motor terminals and control panel terminals.
Check crankcase heater.
Check internal interlocks, flow switch, pumps and fans.
Check oil sample for acid and moisture
Drain down chilled water below roofline.
Shut off and open make up water line.
Any and all normal annual overhaul work which is normal and would be done in the course of prudent maintenance.

ANNUAL OVERHAUL PARTS

1. Oil
2. Oil Filters
3. Filter Dryers
4. Refrigerant Filters
5. Refrigerant Strainers
6. Dehydrator Overhaul Kit
7. Purge Overhaul Kit

EQUIPMENT LIST:

- 1 Carrier Centrifugal Chiller / Model 02XR-354MS64, SN 68970, at West Side Middle School
- 1 Carrier Centrifugal/ Model 19XRV5051383KEH64, SN 5114Q23994 at Wilby High School
- 1 Carrier Centrifugal/ Model 19XL535372CO. SN4994J47730 at Wilby High School
- 1 Carrier Centrifugal Chiller /Model #19EA7223DC at Crosby High School
- 1 Carrier Centrifugal Chiller /Model #19DG6156CM at Crosby High School
- 1 Carrier Model 38AH-064-600 DA, Serial No. 0399F93027 at Kennedy High School
- 1 Trane Air Cooled Chiller /Model RTAA - Size 270/ SN. U95L21143 at Maloney Magnet School
- 1 Mc Quay Air Cooled Chiller/ Model ALS265AS27-ER10, SN STNU990900006, at Rotella Magnet School
- 2 Trane Chiller/ Model CVHE500 Serial, #L02J17087, at Waterbury Arts Magnet School
- 1 York Chiller Air cooled/ Model YYAA0278EUV46BA, SN 2KYM17683 AT Carrington School
- 1 Trane Chiller Air Cooled/ model RTAC2254UVFNN1WYCDBNNOUA11CROEXN, SN U11G01101 at Reed School
- 1 Arctic Chill Heat Pump/ Model PWCCMV0300D4-MM at Waterbury Career Academy

The agreement shall be for a period of 1 year for the period beginning on the date of award, with option to extend for additional two 1 year periods of time, unless cancelled by the City.

PROVISIONS OF SERVICE:

The successful bidder will be responsible for performing all scheduled maintenance in accordance with the frequencies set forth herein and all maintenance inspections and overhauls as recommended by the equipment manufacturer. The frequencies indicated herein are to be considered minimum requirements under which the contractor will perform preventive maintenance. All planned preventive maintenance will be performed during normal working hours, 8:00 a.m. to 4:00 p.m., Monday through Friday excluding holidays, or as specified by City of Waterbury personnel and agreed to by the contractor.

ALL SERVICE TICKETS, ENDORSED BY THE BOARD OF EDUCATION HVAC FOREMAN ALONG WITH SEMI-ANNUAL BILLIINS, ARE TO BE SUMITTED TO

THE SCHOOL INSPECTOR'S OFFICE, 236 Grand St., Waterbury, Ct., 06702, attention Rosh Maghfour.

City of Waterbury will:

Move any stock, fixtures, walls or partitions needed to facilitate the work called for hereunder.

Permit access into the building and the use of existing shop facilities and building services for authorized work with prior approval.

Bidders must provide City of Waterbury personnel a telephone number which is in active service twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year including holidays. This number will allow City of Waterbury personnel to call to obtain emergency service or unscheduled repairs.

GUARRANTY:

The contractor shall guarantee, in writing, all services and materials furnished by him under his direct supervision to be free from defects in material and craftsmanship, for a period of one (1) year from the date of acceptance by City of Waterbury.

SECURITY:

City of Waterbury can neither accept nor assume responsibility for the security of the Contractor's equipment nor material, which is lost, stolen and/or vandalized. The contractor is advised to exert caution in the placement and storage of his material and equipment.

CRITICAL CHILLER PARTS:

Without critical parts, chillers will not function and therefore it is required that within 30 days of award, Contractor shall have on hand at contractor's facility the following critical repair parts for the Chillers. These parts must be stocked at the contractor's facility for the full contract term and be continually available for inspection. The parts must be physically inspected the City of Waterbury, School Inspector's Office on a quarterly basis to insure fitness for service. Contractors who are not able to display all of the listed parts at the time of inspection will be found in default of the contract and the award rescinded.

QTY.	DESCRIPTION	MFR. PART NO.
1	Local Interface Device	19XB04004001
1	PSIO Module	19XB04002601
1	Relay Module	32SM400694
1	Amplifier Module	32SM500704

QUALIFICATIONS OF BIDDER:

Bidders shall submit, with their bid, at least two (2) locations where they have rendered services on Centrifugal chillers listed in attachment A. These services must be the same as those detailed herein and rendered within the previous twelve (12) months. City of Waterbury reserves the right to verify with the locations referenced that the services performed are fully adequate to properly fulfill all phases of the work and services as required. All personnel used to provide the required services should be regularly employed by the bidder. The contractor hired shall employ only competent technicians in performing these contractual requirements. Only trained, qualified technicians who have received factory training in the maintenance, service and repair of the concerned centrifugal chillers will be utilized in the performance of this agreement. Bidders shall supply a list of two (2) such qualified technicians, with at least three (3) years of experience. All bidders shall fill-out and submit Attachment A.

GENERAL CONDITIONS

CONTRACTOR'S PERSONNEL:

The contractor shall be responsible for the proper personal conduct of all his personnel while on the premises. The contractor agrees to the service of any employee for this project whose conduct the City of Waterbury feels is detrimental to its best interest, the best interest to the public.

City of Waterbury shall have the right to request the removal of any employee for just cause.

RESTITUTION:

The contractor shall make prompt restitution to City of Waterbury for any damage to owner's property caused by contractor's employees.

ATTACHMENT A (To Waterbury Schools Service Specification)

**INFORMATION SHEET FOR SERVICE MAINTENANCE FOR CENTRAL CHILLERS
AT WATERBURY SCHOOLS**

List two (2) locations where your company has rendered services on a Carrier Centrifugal machine as detailed herein, and within the previous twelve (12) months.

<u>Account Name</u>	<u>Name of Contact</u>	<u>Phone #</u>	<u>Chiller S/N</u>
1. _____			
2. _____			

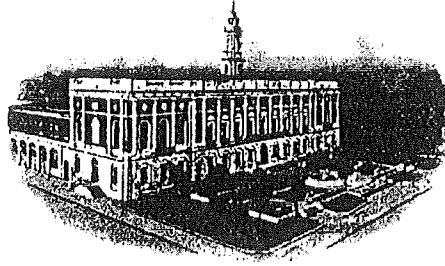
List two (2) technicians with at least three (3) years of centrifugal chiller experience:

<u>Name</u>	<u># of Years Experience</u>	<u>Phone #</u>	<u>Location of Residence</u>
1. _____			
2. _____			

ATTACHMENT A

Bid Addenda #1 to City of Waterbury Invitation to Bid No. 5954, dated August 21, 2017, consisting of 8 pages, attached hereto.

ROCCO ORSO
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

August 21, 2017

Bid: 5954

Project: Service Maintenance for District Chillers

The following questions have been received about this project.

Q: During spring startup, it mentions to "add refrigerant" as necessary. This should not be allowed as it can be illegal. If the chiller is low on refrigerant it needs to be leak checked. It is illegal to add more than 15% of the refrigerant charge to a chiller without performing leak repairs. We are already leak checking the chillers during the annual inspection so can you please remove this line item?

A: Please disregard adding refrigerant.

Q: During spring startup, the scope of work mentions, "Inspect the cooling tower, tower bypass valve and associated pumps and drives." This was removed in the previous bid as the in-house facilities crew for Waterbury Schools provides this service. This equipment is also not listed in the equipment to be serviced so no details are given. Can this be removed? It is Item #8 under the spring startup and routine operation.

A: Please disregard. This is done in-house .

Q: In the annual overhaul, it states to remove heads to evaporator and brush tubes in evaporator every other year. Can you please clarify that you want this service performed in year 1, then again in year 3, if the City decides to extend the contract to the winning bidder? That way all bidders know to brush the evaporator tubes in years 1 and 3 of their pricing.

A: We would like the service done on year 1 and year 3 if the City decides to extend the contract for 2 additional years.

Q: In the annual overhaul, it states the bidder is to "drain down the chilled water below the roof line." This is normally done in-house by your facilities people and it's typically done to reduce the risk of freezing to cooling towers. Again the

cooling towers are not listed in the bid, just the chillers. Can this line please be removed?

A: Please disregard. This is done in-house.

Q: **Removal of oil and recharging/ new. Can oil sample be taken and lab tested. Change oil if needed on a time and material basis.**

A: Oil samples can be taken and lab tested. If it has to be changed, it will be done on a time and material basis.

Q: **Replacement of purge pump suction and exhaust reeds. Can this this be done every 2 years?**

A: it has be done on year 1 and 3.

Q: **Through the inspection cover, inspect transmission gears and oil heater, inspect and record clearances. Can this be omitted? Oil sample lab testing will show any metal in system.**

A: Both inspection and oil samples have to be done.

Q: **Annual Overhaul Parts - Oil Can oil samples be taken and sent to a lab instead of changing oil**

A: Oil samples can be taken and lab tested. If it has to be changed, it will be done on a time and material basis

Q: **Waterbury Career academy. Can we get a correct number of heating and cooling modules with a clarification on the required PM maintenance scope**

A: There are 7 heating and cooling modules. Please follow the manufacture PM.

Thanks

Kevin McCaffery

Buyer – City of Waterbury

Special Additions and Exceptions

1. All work to be performed during normal business hours.
2. Evaporator tubes to be brush cleaned year 1 and year 3 only.
3. The Trane chillers at Waterbury Arts Magnet School purge exhaust pump suction and exhaust reeds to be replaced year 1 and year 3 only.
4. The only chillers that have an inspection cover able to be removed for transmission gears and oil heaters inspection are the two Carrier chillers located at Crosby High School. These covers will be removed once annually to inspect the gears and oil heaters, clearances shall be checked and recorded.
5. There are no purge float valves in any of these chillers, but to comply with the Bid they are included.
6. All chilled and condenser water piping must be completely filled with water or glycol and completely purged of air before we arrive for the spring start up for all chillers, this work is the responsibility of the school.
7. All chilled water and condenser water pumps must be in operation with clean strainers at the time of spring startup of all chillers, this is the responsibility of the school.
8. All cooling towers must be full of water with clean screens and fully functional upon our arrival for the spring startup of all water cooled chillers.
9. It is the responsibility of the schools to perform water treatment on the open and closed loop systems and to ensure that the water is safe at the time of tube cleaning.
10. All other items and requirements listed in the Bid#5954 are included in this proposal.

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00500

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICE:

- A) Spring startup and routine operating inspection – Provide Start up Report to School Inspector's Office.
- B) Annual overhaul
- C) Annual overhaul parts

Furnish, deliver, and install all of the necessary labor, parts, materials, tools and test equipment to provide a service maintenance contract for the listed chillers.

SPRING START UP AND ROUTINE OPERATION – including but not limited to the following:

Follow manufacturers required start up procedures
Check dehydration/purge operation
Transfer charge if required. Add refrigerant as necessary
Start Machine
Check Lubrication system for correct temperatures and pressure
Check operation and set point of all safety controls. Adjust as necessary
Check operation of capacity controls. Calibrate as necessary.
Inspect operation of cooling tower, tower bypass valve and associated pumps and drives. Advise condition.
Observe operation of chilled water system.
Advise recommended machine improvements
Log machine performance and discuss operating procedures with Waterbury School personnel
Conduct oil analysis yearly or as manufacturer's recommendation.

ANNUAL OVERHAUL including, but not limited to, the following:

Note refrigerant and oil levels.
Check units thoroughly for refrigerant leaks.
Remove oil from compressor reservoir. Recharge with new oil.
Clean seal oil pot and float valve (if required).
Clean/purge dehydrator float chamber and float valve.
Clean oil cooler solenoid screen. Recharge with new oil and oil filter cartridge.
Check that valve operates freely through its full travel.
Replace purge float valve plunger and seat.
Clean/purge sight glasses.
Clean/purge dehydrator strainer and orifice. Test dehydrator operation.
Replace purge pump suction and exhaust valve reeds.
Clean purge strainer and orifice. Test purge operation.

Replace volute drain filter and refrigerant filter.
Clean motor cooling line strainer.
oil heater through inspection cover.
Through inspection cover, inspect transmission gears and oil heater, inspect and record clearances.
Leak test machine for CFC emissions and evacuate with purge pump.
Check condition of starter contacts
Inspect control center.
Check condition of safety controls
Meg test Compressor motor
Advise on recommended product/machine improvements. Log refrigerant CFC loss.
Remove heads and brush clean all condenser tubes annually
Inspect relief valves
Remove heads and brush clean all evaporator tubes every other year
Log CFC refrigerant loss and advise equipment's' conditions to customer.
Check and calibrate safety and operating controls
Check and tighten all electrical terminals and check contacts for wear
Change oil filters, check oil levels in compressors and add as required.
Tighten motor terminals and control panel terminals.
Check crankcase heater.
Check internal interlocks, flow switch, pumps and fans.
Check oil sample for acid and moisture
Drain down chilled water below roofline.
Shut off and open make up water line.
Any and all normal annual overhaul work which is normal and would be done in the course of prudent maintenance.

ANNUAL OVERHAUL PARTS

1. Oil
2. Oil Filters
3. Filter Dryers
4. Refrigerant Filters
5. Refrigerant Strainers
6. Dehydrator Overhaul Kit
7. Purge Overhaul Kit

EQUIPMENT LIST:

1 Carrier Centrifugal Chiller / Model 02XR-354MS64, SN 68970, at West Side Middle School

1 Carrier Centrifugal/ Model 19XRV5051383KEH64, SN 5114Q23994 at Wilby High School

1 Carrier Centrifugal/ Model 19XL535372CO. SN4994J47730 at Wilby High School

1 Carrier Centrifugal Chiller /Model #19EA7223DC at Crosby High School

1 Carrier Centrifugal Chiller /Model #19DG6156CM at Crosby High School

1 Carrier Model 38AH-064-600 DA, Serial No. 0399F93027 at Kennedy High School

1Trane Air Cooled Chiller /Model RTAA - Size 270/ SN. U95L21143 at Maloney Magnet School

1 Mc Quay Air Cooled Chiller/ Model ALS265AS27-ER10, SN STNU990900006, at Rotella Magnet School

2 Trane Chiller/ Model CVHE500 Serial, #L02J17087, at Waterbury Arts Magnet School

1 York Chiller Air cooled/ Model YYAA0278EUV46BA, SN 2KYM17683 AT Carrington School

1 Trane Chiller Air Cooled/ model RTAC2254UVFNNI WYCDBNNOUA11CROEXN, SN U11G01101 at Reed School

1 Arctic Chill Heat Pump/ Model PWCCMV0300D4-MM at Waterbury Career Academy

The agreement shall be for a period of 1 year for the period beginning on the date of award, with option to extend for additional two 1 year periods of time, unless cancelled by the City.

PROVISIONS OF SERVICE:

The successful bidder will be responsible for performing all scheduled maintenance in accordance with the frequencies set forth herein and all maintenance inspections and overhauls as recommended by the equipment manufacturer. The frequencies indicated herein are to be considered minimum requirements under which the contractor will perform preventive maintenance. All planned preventive maintenance will be performed during normal working hours, 8:00 a.m. to 4:00 p.m., Monday through Friday excluding holidays, or as specified by City of Waterbury personnel and agreed to by the contractor.

ALL SERVICE TICKETS, ENDORSED BY THE BOARD OF EDUCATION HVAC FOREMAN ALONG WITH SEMI-ANNUAL BILLIINS, ARE TO BE SUMITTED TO

THE SCHOOL INSPECTOR'S OFFICE, 236 Grand St., Waterbury, Ct., 06702, attention Rosh Maghfour.

City of Waterbury will:

Move any stock, fixtures, walls or partitions needed to facilitate the work called for hereunder.

Permit access into the building and the use of existing shop facilities and building services for authorized work with prior approval.

Bidders must provide City of Waterbury personnel a telephone number which is in active service twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year including holidays. This number will allow City of Waterbury personnel to call to obtain emergency service or unscheduled repairs.

GUARRANTY:

The contractor shall guarantee, in writing, all services and materials furnished by him under his direct supervision to be free from defects in material and craftsmanship, for a period of one (1) year from the date of acceptance by City of Waterbury.

SECURITY:

City of Waterbury can neither accept nor assume responsibility for the security of the Contractor's equipment nor material, which is lost, stolen and/or vandalized. The contractor is advised to exert caution in the placement and storage of his material and equipment.

CRITICAL CHILLER PARTS:

Without critical parts, chillers will not function and therefore it is required that within 30 days of award, Contractor shall have on hand at contractor's facility the following critical repair parts for the Chillers. These parts must be stocked at the contractor's facility for the full contract term and be continually available for inspection. The parts must be physically inspected the City of Waterbury, School Inspector's Office on a quarterly basis to insure fitness for service. Contractors who are not able to display all of the listed parts at the time of inspection will be found in default of the contract and the award rescinded.

QTY.	DESCRIPTION	MFR. PART NO.
1	Local Interface Device	19XB04004001
1	PSIO Module	19XB04002601
1	Relay Module	32SM400694
1	Amplifier Module	32SM500704

QUALIFICATIONS OF BIDDER:

Bidders shall submit, with their bid, at least two (2) locations where they have rendered services on Centrifugal chillers listed in attachment A. These services must be the same as those detailed herein and rendered within the previous twelve (12) months. City of Waterbury reserves the right to verify with the locations referenced that the services performed are fully adequate to properly fulfill all phases of the work and services as required. All personnel used to provide the required services should be regularly employed by the bidder. The contractor hired shall employ only competent technicians in performing these contractual requirements. Only trained, qualified technicians who have received factory training in the maintenance, service and repair of the concerned centrifugal chillers will be utilized in the performance of this agreement. Bidders shall supply a list of two (2) such qualified technicians, with at least three (3) years of experience. All bidders shall fill-out and submit Attachment A.

GENERAL CONDITIONS

CONTRACTOR'S PERSONNEL:

The contractor shall be responsible for the proper personal conduct of all his personnel while on the premises. The contractor agrees to the service of any employee for this project whose conduct the City of Waterbury feels is detrimental to its best interest, the best interest to the public.

City of Waterbury shall have the right to request the removal of any employee for just cause.

RESTITUTION:

The contractor shall make prompt restitution to City of Waterbury for any damage to owner's property caused by contractor's employees.

ATTACHMENT A (To Waterbury Schools Service Specification)

ATTACHMENT A

Trane's Response to City of Waterbury Invitation to Bid No. 5954, dated August 22, 2017, consisting of 27 pages, attached hereto.

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THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
INVITATION TO BID#5954

Sealed Bids for **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 a.m. on August 29, 2017** and at that time and place will be publicly opened and read aloud. No bids will be received after **10:30 a.m.** on the day the bids are to be opened.

The Work or Item(s) to be procured) consist(s) of: **SERVICE MAINTENANCE FOR DISTRICT CHILLERS.**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** and shall contain the name and address of the Bidder on the envelope.

Complete instructions for filling Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will be held at 10:00 AM on August 16, 2017 at West Side Middle School located at 483 Chase Parkway, and further information will be provided for visiting the other schools. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
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SECTION 00100 - INSTRUCTIONS TO BIDDERS

SECTION 00300 – ADDENDUM ACKNOWLEDGEMENT

SECTION 00400 – BID FORM

SECTION 00500 – TECHNICAL SPECIFICATIONS

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury ("the CITY") will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website by **08/18/2017 by 2:00 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **08/22/2017 by 2:00 p.m.** Only information issued by such City Written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

5.1 A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, **one (1) paper copy**, as well as a copy of the original Bid. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid, may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 13.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 13.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 13.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:
- 13.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate**
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

13.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

13.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

13.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

13.4.5 NOT APPLICABLE

Builder's Risk Insurance: coverage equaling \$_____, the monetary value of the construction component of the Project.

"All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

13.4.6 NOT APPLICABLE

Contractors Pollution Liability Insurance: **\$1,000,000.00** each claim, **\$2,000,000.00** aggregate coverage.

The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

13.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

13.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

13.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and __

_____ as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and _____ are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

13.8. No later than thirty (30) calendar days after receipt by the Contractor, the Contractor shall deliver to the City a copy of the Contractor's insurance policies and

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.

ARTICLE 15. BID DOCUMENTS.

15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

16.1 Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

16.2 NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
INVITATION TO BID#5954

Sealed Bids for **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 a.m. on August 29, 2017** and at that time and place will be publicly opened and read aloud. No bids will be received after **10:30 a.m.** on the day the bids are to be opened.

The Work or Item(s) to be procured) consist(s) of: **SERVICE MAINTENANCE FOR DISTRICT CHILLERS.**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** and shall contain the name and address of the Bidder on the envelope.

Complete instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will be held at 10:00 AM on August 16, 2017 at West Side Middle School located at 483 Chase Parkway, and further information will be provided for visiting the other schools. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
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SECTION 00100 - INSTRUCTIONS TO BIDDERS
SECTION 00300 – ADDENDUM ACKNOWLEDGEMENT
SECTION 00400 – BID FORM
SECTION 00500 – TECHNICAL SPECIFICATIONS

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury ("the CITY") will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website by **08/18/2017 by 2:00 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **08/22/2017 by 2:00 p.m.** Only information issued by such City Written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

5.1 A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, **one (1) paper copy**, as well as a copy of the original Bid. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid, may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 13.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 13.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 13.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

13.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

13.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

13.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

13.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella Insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation Insurances. \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate.

13.4.5 NOT APPLICABLE

Builder's Risk Insurance: coverage equaling \$_____, the monetary value of the construction component of the Project.

"All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

13.4.6 NOT APPLICABLE

Contractors Pollution Liability Insurance: \$1,000,000.00 each claim, \$2,000,000.00 aggregate coverage.

The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

13.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

13.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

13.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and _

_____ as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and _____ are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

13.8. No later than thirty (30) calendar days after receipt by the Contractor, the Contractor shall deliver to the City a copy of the Contractor's insurance policies and

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.

ARTICLE 15. BID DOCUMENTS.

15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

16.1 Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

16.2 NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

END OF SECTION

THE CITY OF WATERBURY

SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

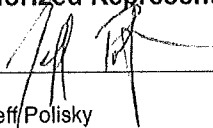
NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # <u>1</u>	Dated Issued <u>August 21, 2017</u>
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: Trane U.S. Inc.
(Print or Type)

By Bidder's Authorized Representative:

Signature: 
Name: Jeff Polisky
(Print or Type)
Title: Account Manager, LEED AP
(Print or Type)
Date: August 22, 2017
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00400

BID ITEMS

The Waterbury Board of Education is seeking SERVICE MAINTENANCE FOR DISTRICT CHILLERS at various schools.

It is the intent of the City to enter into a one-year contract with two optional years with the Lowest Responsible Bidder.

The Bid Prices quoted on the Bid Form shall be all inclusive of any and all costs associated with the provision of the specified services by the Lowest Responsible Bidder.

All bidders must be licensed to do work in Connecticut, and must submit three (3) references.

YEAR 1 SERVICE MAINTENANCE 2017 thru June 30, 2018	\$ <u>\$33,723.00</u>
YEAR 2 SERVICE MAINTENANCE (OPTIONAL) July 1, 2018 thru June 30, 2019	\$ <u>\$31,569.00</u>
YEAR 3 SERVICE MAINTENANCE (OPTIONAL) July 1, 2019 thru June 30, 2020	\$ <u>\$42,111.00</u>

Technicians' Labor Rates for Services Not Covered Under Service Maintenance

Labor Rate Per Hour – 8:00 A.M. TO 4:00 P: M. Monday Thru Friday	\$ <u>\$158.00</u>
Labor Rate Per Hour- After Hours /Weekend and Holidays	\$ <u>\$237.00 per hour</u>

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

25-0900465

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name:

Trane U.S. Inc.

Corporate Officer
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

[Signature]

(Name)

By: Area Manager

(Title)

716 Brook Street

(Business Address)

Rocky Hill, CT 06067

(City, State, Zip Code)

Date: August 22, 2017

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00500

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICE:

- A) Spring startup and routine operating inspection – Provide Start up Report to School Inspector's Office.
- B) Annual overhaul
- C) Annual overhaul parts

Furnish, deliver, and install all of the necessary labor, parts, materials, tools and test equipment to provide a service maintenance contract for the listed chillers.

SPRING START UP AND ROUTINE OPERATION – including but not limited to the following:

Follow manufacturers required start up procedures
Check dehydration/purge operation
Transfer charge if required. Add refrigerant as necessary
Start Machine
Check Lubrication system for correct temperatures and pressure
Check operation and set point of all safety controls. Adjust as necessary
Check operation of capacity controls. Calibrate as necessary.
Inspect operation of cooling tower, tower bypass valve and associated pumps and drives. Advise condition.
Observe operation of chilled water system.
Advise recommended machine improvements
Log machine performance and discuss operating procedures with Waterbury School personnel
Conduct oil analysis yearly or as manufacturer's recommendation.

ANNUAL OVERHAUL including, but not limited to, the following:

Note refrigerant and oil levels.
Check units thoroughly for refrigerant leaks.
Remove oil from compressor reservoir. Recharge with new oil.
Clean seal oil pot and float valve (if required).
Clean/purge dehydrator float chamber and float valve.
Clean oil cooler solenoid screen. Recharge with new oil and oil filter cartridge.
Check that valve operates freely through its full travel.
Replace purge float valve plunger and seat.
Clean/purge sight glasses.
Clean/purge dehydrator strainer and orifice. Test dehydrator operation.
Replace purge pump suction and exhaust valve reeds.
Clean purge strainer and orifice. Test purge operation.

Replace volute drain filter and refrigerant filter.
Clean motor cooling line strainer.
oil heater through inspection cover.
Through inspection cover, inspect transmission gears and oil heater, inspect and record clearances.
Leak test machine for CFC emissions and evacuate with purge pump.
Check condition of starter contacts
Inspect control center.
Check condition of safety controls
Meg test Compressor motor
Advise on recommended product/machine improvements. Log refrigerant CFC loss.
Remove heads and brush clean all condenser tubes annually
Inspect relief valves
Remove heads and brush clean all evaporator tubes every other year
Log CFC refrigerant loss and advise equipment's' conditions to customer.
Check and calibrate safety and operating controls
Check and tighten all electrical terminals and check contacts for wear
Change oil filters, check oil levels in compressors and add as required.
Tighten motor terminals and control panel terminals.
Check crankcase heater.
Check internal interlocks, flow switch, pumps and fans.
Check oil sample for acid and moisture
Drain down chilled water below roofline.
Shut off and open make up water line.
Any and all normal annual overhaul work which is normal and would be done in the course of prudent maintenance.

ANNUAL OVERHAUL PARTS

1. Oil
2. Oil Filters
3. Filter Dryers
4. Refrigerant Filters
5. Refrigerant Strainers
6. Dehydrator Overhaul Kit
7. Purge Overhaul Kit

EQUIPMENT LIST:

1 Carrier Centrifugal Chiller / Model 02XR-354MS64, SN 68970, at West Side Middle School

1 Carrier Centrifugal/ Model 19XRV5051383KEH64, SN 5114Q23994 at Wilby High School

1 Carrier Centrifugal/ Model 19XL535372CO, SN4994J47730 at Wilby High School

1 Carrier Centrifugal Chiller /Model #19EA7223DC at Crosby High School

1 Carrier Centrifugal Chiller /Model #19DG6156CM at Crosby High School

1 Carrier Model 38AH-064-600 DA, Serial No. 0399F93027 at Kennedy High School

1Trane Air Cooled Chiller /Model RTAA - Size 270/ SN. U95L21143 at Maloney Magnet School

1 Mc Quay Air Cooled Chiller/ Model ALS265AS27-ER10, SN STNU990900006, at Rotella Magnet School

2 Trane Chiller/ Model CVHE500 Serial, #L02J17087, at Waterbury Arts Magnet School

1 York Chiller Air cooled/ Model YYAA0278EUV46BA, SN 2KYM17683 AT Carrington School

1 Trane Chiller Air Cooled/ model RTAC2254UVFNN1WYCDBNNOUA11CROEXN, SN UI1G01101 at Reed School

1 Arctic Chill Heat Pump/ Model PWCCMV0300D4-MM at Waterbury Career Academy

The agreement shall be for a period of 1 year for the period beginning on the date of award, with option to extend for additional two 1 year periods of time, unless cancelled by the City.

PROVISIONS OF SERVICE:

The successful bidder will be responsible for performing all scheduled maintenance in accordance with the frequencies set forth herein and all maintenance inspections and overhauls as recommended by the equipment manufacturer. The frequencies indicated herein are to be considered minimum requirements under which the contractor will perform preventive maintenance. All planned preventive maintenance will be performed during normal working hours, 8:00 a.m. to 4:00 p.m., Monday through Friday excluding holidays, or as specified by City of Waterbury personnel and agreed to by the contractor.

ALL SERVICE TICKETS, ENDORSED BY THE BOARD OF EDUCATION HVAC FOREMAN ALONG WITH SEMI-ANNUAL BILLIINS, ARE TO BE SUMITTED TO

THE SCHOOL INSPECTOR'S OFFICE, 236 Grand St., Waterbury, Ct., 06702, attention Rosh Maghfour.

City of Waterbury will:

Move any stock, fixtures, walls or partitions needed to facilitate the work called for hereunder.

Permit access into the building and the use of existing shop facilities and building services for authorized work with prior approval.

Bidders must provide City of Waterbury personnel a telephone number which is in active service twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year including holidays. This number will allow City of Waterbury personnel to call to obtain emergency service or unscheduled repairs.

GUARRANTY:

The contractor shall guarantee, in writing, all services and materials furnished by him under his direct supervision to be free from defects in material and craftsmanship, for a period of one (1) year from the date of acceptance by City of Waterbury.

SECURITY:

City of Waterbury can neither accept nor assume responsibility for the security of the Contractor's equipment nor material, which is lost, stolen and/or vandalized. The contractor is advised to exert caution in the placement and storage of his material and equipment.

CRITICAL CHILLER PARTS:

Without critical parts, chillers will not function and therefore it is required that within 30 days of award, Contractor shall have on hand at contractor's facility the following critical repair parts for the Chillers. These parts must be stocked at the contractor's facility for the full contract term and be continually available for inspection. The parts must be physically inspected the City of Waterbury, School Inspector's Office on a quarterly basis to insure fitness for service. Contractors who are not able to display all of the listed parts at the time of inspection will be found in default of the contract and the award rescinded.

QTY.	DESCRIPTION	MFR. PART NO.
1	Local Interface Device	19XB04004001
1	PSIO Module	19XB04002601
1	Relay Module	32SM400694
1	Amplifier Module	32SM500704

QUALIFICATIONS OF BIDDER:

Bidders shall submit, with their bid, at least two (2) locations where they have rendered services on Centrifugal chillers listed in attachment A. These services must be the same as those detailed herein and rendered within the previous twelve (12) months. City of Waterbury reserves the right to verify with the locations referenced that the services performed are fully adequate to properly fulfill all phases of the work and services as required. All personnel used to provide the required services should be regularly employed by the bidder. The contractor hired shall employ only competent technicians in performing these contractual requirements. Only trained, qualified technicians who have received factory training in the maintenance, service and repair of the concerned centrifugal chillers will be utilized in the performance of this agreement. Bidders shall supply a list of two (2) such qualified technicians, with at least three (3) years of experience. All bidders shall fill-out and submit Attachment A.

GENERAL CONDITIONS

CONTRACTOR'S PERSONNEL:

The contractor shall be responsible for the proper personal conduct of all his personnel while on the premises. The contractor agrees to the service of any employee for this project whose conduct the City of Waterbury feels is detrimental to its best interest, the best interest to the public.

City of Waterbury shall have the right to request the removal of any employee for just cause.

RESTITUTION:

The contractor shall make prompt restitution to City of Waterbury for any damage to owner's property caused by contractor's employees.

ATTACHMENT A (To Waterbury Schools Service Specification)

**INFORMATION SHEET FOR SERVICE MAINTENANCE FOR CENTRAL CHILLERS
AT WATERBURY SCHOOLS**

List two (2) locations where your company has rendered services on a Carrier Centrifugal machine as detailed herein, and within the previous twelve (12) months.

<u>Account Name</u>	<u>Name of Contact</u>	<u>Phone #</u>	<u>Chiller S/N</u>
1. Entegris, Inc.	Devin Gleason,	203-207-9322	3497J56470
2. Kimberly Clark Coastal Technologies, CDECCA,	John Wilbur, Mile Baier,	860-355-6625 chiller s/n: 784728105 & 64519495 860-293-1990 chiller s/n: 40034	

List two (2) technicians with at least three (3) years of centrifugal chiller experience:

<u>Name</u>	<u># of Years Experience</u>	<u>Phone #</u>	<u>Location of Residence</u>
1. George O'Day	30+ years	203-395-4005	Hamden, CT
2. Steve Palmer	25+ years	860-883-4128	East Hampton, CT