

The seal of the Town of Greenwich, Connecticut, is a circular emblem. It features a central figure of a Native American holding a bow and arrow, surrounded by a wreath. The words "TOWN OF GREENWICH" are inscribed along the top arc, and "CONN." along the bottom arc. The word "SEAL" is at the very bottom. Two stars are positioned on the left and right sides of the seal.

Greenwich Public Schools

Request for Bid

**Ceiling Tile Replacement at
Eastern Middle School
February 12, 2025**

Greenwich Public Schools
Purchasing Department
290 Greenwich Avenue
Greenwich, CT 06830

GREENWICH PUBLIC SCHOOLS
Purchasing Department
290 Greenwich Avenue
Greenwich, Connecticut 06830
(203) 625-7411
eugene_watts@greenwich.k12.ct.us

EUGENE H. WATTS
Manager of School Procurement

February 12, 2025

Dear Sir/Madam:

You are invited to submit a bid for Ceiling Tile Replacement at Eastern Middle School for the Greenwich Public School District. The attached bid specifications detail the requirements we are looking for.

Bidders are urged to read all documents carefully and fill out all information requested. Bids which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions.

Bids must be submitted on the schedule forms attached. All unit prices must be filled in and the cost sheet must be the first page of the submitted bid. Each bid must be submitted and clearly marked with (1) original and six (6) copies of your bid. Faxed emailed or late bids will not be accepted. The original bid and copies must be in a sealed envelope plainly marked with the Vendors name and address and the following information:

Ceiling Tile Replacement at Eastern Middle School

Bid Number: 2503-25
Opening Date: 3/11/25
Opening Time: 11:00 a.m.

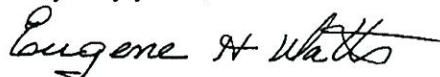
Mandatory Walk-through

Eastern Middle School, 51 Hendrie Avenue Greenwich, CT 06830
February 20, 2025 @ 3:30 pm

The meeting for the bid opening will be held remotely by telephone at 11:00 a.m. The details to join the meeting remotely are as follows:

Dial-In by phone: +1 470-285-0479 PIN: 699 665 828#

Very truly yours,



Eugene H. Watts

BACKGROUND

The Town of Greenwich, CT (Town), with a population of approximately 62,000, is located in the southwestern corner of Fairfield County. Greenwich, the nearest Connecticut town to New York City, is located on the mainline of the Metro North Railroad. The Town is served by the Connecticut Turnpike (Interstate 95), the Merritt Parkway (Route 15), and US Route 1.

The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. The Greenwich Public School (GPS) system has a current enrollment of 9,000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), one comprehensive high school (9-12), one administrative building and one ancillary facility.

The Greenwich Public School District is seeking bids from qualified contractors to remove and discard existing ceiling tiles **ONLY** and furnish and install new ceiling tiles as specified, at the Eastern Middle School. The building is located at 51 Hendrie Dr, Greenwich, CT 06810.

See attached drawing labeled EMS Ceilings for building layout.

The District is planning on replacing 2'x2' ceiling tiles at several corridor locations as highlighted in various colors on the bid documents. The base bid will include only the areas highlighted in **YELLOW** and *if funding is available*, the District will determine which, if any of the alternate areas **ORANGE** and/ **GREEN** will be included (see highlighted areas in attached plans). The District is seeking several prices for this project.

Normal business hours for the building during summer break is 6:30 am to 5 pm Monday through Friday.

SCOPE:

- Provide and install 2' x 2' ceiling tiles in existing grid. Tiles are to be **Armstrong CALLA Square Lay-in Tegular** or approved equal (to be determined by District)
- The contractor shall be responsible to;
 - Removal and proper disposal of all existing ceiling tiles
 - Remove and reinstall/reconnect any and all ceiling fixtures such as lights fixtures or HVAC grills that may need to be moved during ceiling tile installations.
 - Coordinate the removal and reinstallation of Safety and Security Components such as Fire Alarm fixtures, surveillance cameras, smoke detectors and exit signs
 - Provide a detailed schedule at least 3 weeks prior to starting work in order for the District to coordinate to schedule summer cleaning operations.
 - Include for all ladders, scaffolding, lifts and equipment to perform the Work.
 - Provide the proper amount of qualified personnel to manage the Work in order to properly complete the work within the contractual schedule.
 - Keep site clean from all garbage and debris caused by performing the Work and is to keep site clean from all garbage and debris caused by performing the Work

- Shall notify the district of any with the existing grid system and if approved, shall make repairs via the identified allowance (\$20,000)
- Take delivery of all manufactured materials in original containers bearing manufacturer's name and brand. Only one brand/model/color tile is to be used throughout job. Store materials within building in locations as directed by District.
- Order additional 5% of type of acoustical unit specified, for maintenance use, at no additional cost to the City. The additional "attic stock" will be turned over to the District in unmarked and undamaged packing as received from the vendor.
- Desks and classroom furniture will be left in classrooms, offices and work spaces throughout the project. The contractor will need to work around these larger items. The District will assist in moving smaller pieces of furniture as needed. District Staff will put away smaller items so there is clear floor space to work with.
- The contractor shall be responsible for dust control and project clean up at the end of each shift. As an example, desks, furniture and classroom electronics (desktops, SmartBoards etc..) shall be covered with plastic while working within the room and the contractor shall be responsible for vacuuming or cleaning up and dust and debris.
- Contractor shall be responsible for daily site clear of materials removed and packaging materials.
- Provide a one-year parts and labor warranty as well as any additional manufacturer warranties.
- A qualified representative from the Lead Contractor MUST be onsite daily. This representative will have thorough knowledge of the project including but limited to: Scope of Work to be performed, logistical plans, product delivery dates and schedule of work.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

Sealed bids for furnishing Ceiling Tile Replacement at Eastern Middle School for the Greenwich Public Schools, as specified on the attached bid specification sheets will be received at the time and date stated. All bidders and other interested persons are invited to be present at the opening of these bids, which will take place at the Board of Education.

Bidders are urged to read all documents carefully and fill out all information requested. Bids which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection. **You must use the spreadsheet provided when submitting your bid.** Please make sure you look at all the tabs at the bottom of the spreadsheet.

The Board of Education reserves the right to waive any informalities in the bid or reject any or all bids or to accept any bid which appears to be in the best interest of the Board. Any bid may be withdrawn prior to the opening time and date. Any bid received after the time and date as specified will not be considered.

The specifications indicate the kind of services the Board of Education/Greenwich Public Schools will accept bids on, and are not meant to be restricted.

The bidder's failure to deliver or pick on time and failure to completely fill all orders will place your company in breach of the herein contract and may result in the termination thereof. In such a

case, Greenwich Public Schools reserves the right to any legal and/or equitable remedies available.

Each company bidding on any this service must have been in business under the same name for at least five years unless purchased by a larger company.

Any misrepresentation of any Company in this bid may be cause for disqualification.

The successful bidder shall guarantee that all service will conform in every respect with accepted standards of workmanship, material and performance, as well as all provisions of Federal and State Laws and Regulations and these specifications.

The successful bidder shall guarantee that all equipment delivered will conform in every respect with accepted standards of workmanship, material and performance, as well as all provisions of Federal and State Laws and Regulations and these specifications.

The Board of Education shall have the right to take such steps, as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any bid where on investigation the evidence, or information submitted by such bidder, does not satisfy the Board of Education. The bidder must be qualified to carry out properly the terms of the contract.

No amount shall be added for the Connecticut Sales Tax or Federal Tax. The Greenwich Public Schools is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut.

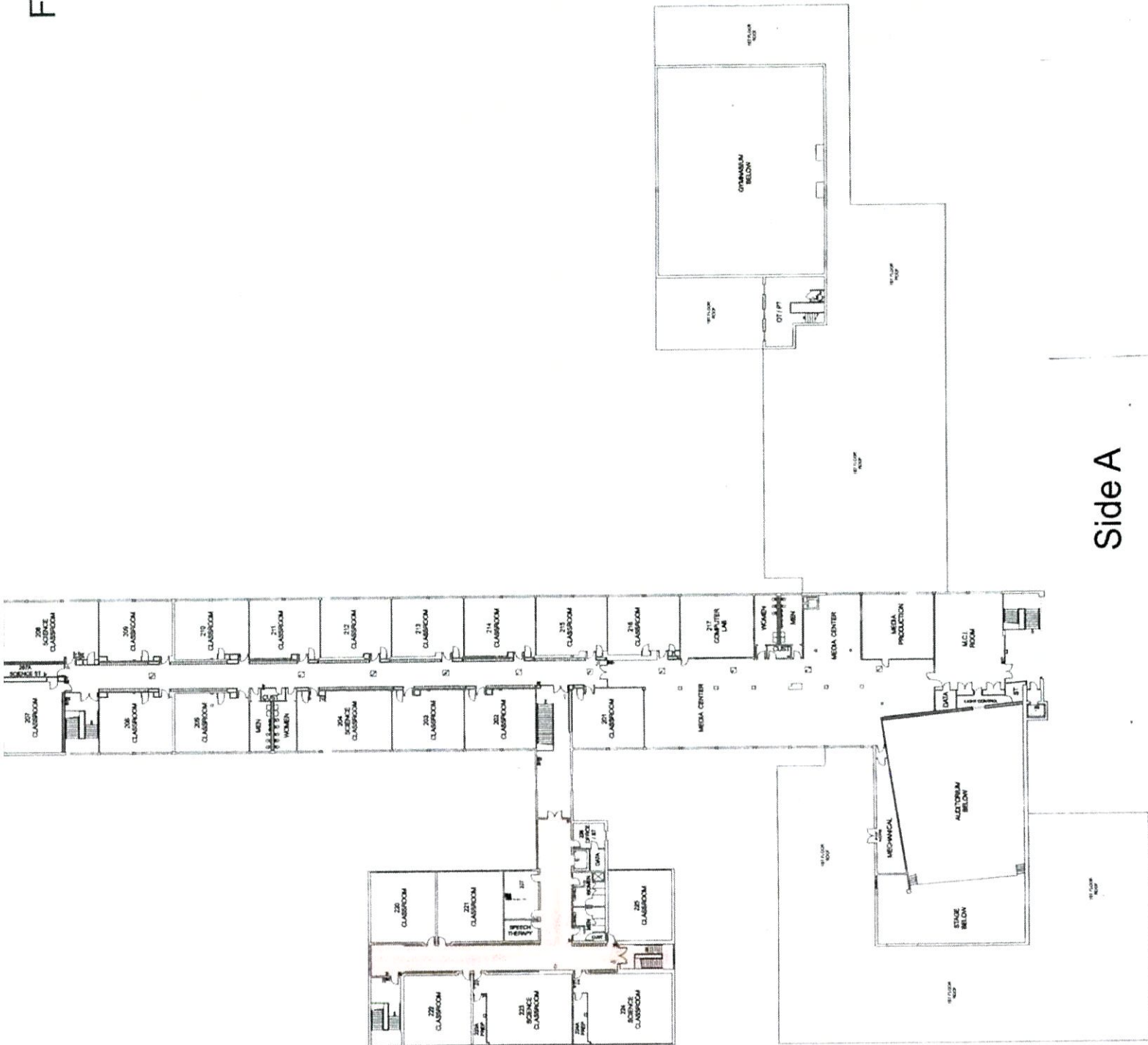
Bidders must comply with all Federal, State and Local Laws and Regulations and all applicable safety standards.

Questions concerning this bid will be received by email only directed to: Bid Department, (bid_department@greenwich.k12.ct.us). In the "Subject" line you must put Bid #2503-25 Ceiling Tile Replacement at Eastern Middle School. All questions must be received no later than noon on February 26, 2025. Failure to comply with these conditions will result in the bidder waiving his right to dispute the bid specifications and conditions. All answers will be posted as an addendum on our website (www.greenwickschools.org) by noon on March 4, 2025. It is the responsibility of all bidders to verify that they are current with all Addendums prior to bid submission. Questions received verbally will not be answered. Questions received verbally or by fax will not be answered.

The Board of Education shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform the work and the proposer shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any proposal where, on investigation, the evidence or information submitted by such proposers does not satisfy the Board of Education that the proposer is qualified to carry out properly the terms of the contract.

Consumption or use of alcohol and/or drugs is prohibited on school property. Any individual with alcohol or drugs will be removed from said property. Smoking is prohibited in all school buildings and on school grounds.

The Bidder is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.



Hazardous Substances: All hazardous substances delivered to the Greenwich Public Schools must conform to all Federal and State regulations pertaining to labeling of hazardous substances, etc. A fully completed Material Safety Data Sheet (MSDS) OSHA form 20 must be submitted with bid for all products in the latest edition of the Hazardous Materials Handbook of the National Fire Protection Association before an order is considered complete.

All equipment is to meet specifications, if any, set by the Consumer Product Safety Commission under the "Consumer Products Safety Act" (Public Law 92-575) of October 27, 1972, and all amendments thereto.

Bidder agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder. Bidder certifies that all items furnished and all work performed hereunder will comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless Buyer for any loss, damages, fine, penalty, and/or expense whatsoever as a result of Bidder's failure to comply with the Act and any such standards or regulations issued thereunder.

Should the bidder find, during examination of specifications, any discrepancies, omissions, ambiguities, or conflicts in the specifications or be in doubt as to the meaning of any portion of them, he/she shall bring the question to the attention of the Purchasing Department at once or no later than ten (10) days before the bid due date. The Purchasing Department will review questions and, where information sought is not clearly indicated or specified, the Purchasing Department will then instruct all bidders in writing regarding the points in question, by issuing a clarifying addendum, which will become a part of the specifications. No alleged "verbal interpretation" shall be held valid. All Addenda issued during the proposed period supersedes previous information and automatically becomes part of the specifications.

If the Board of Education deems it necessary, it may postpone the opening date of bids by notifying each bidder by telephone, mail or the issuing of an addendum.

Failure to comply with all the above stipulations shall be considered sufficient reason for rejection of delivery.

The Board of Education shall have the right to take such steps, as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Board of Education with information and data for this purpose as the Board of Education may request. The right is reserved to reject any bid where on investigation of the evidence, or information submitted by such bidder does not satisfy the Board of Education. The bidder is qualified to carry out properly the terms of the contract.

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

Bidders must comply with all Federal, State and Local Laws and Regulations and all applicable safety standards.

Should the bidder find, during examination of specifications, any discrepancies, omissions, ambiguities, or conflicts in the specifications or be in doubt as to the meaning of any portion of them, he/she shall bring the question to the attention of the Purchasing Department at the Board of Education at once and no later than ten (10) days before the bid due date. The Purchasing Department will review questions and where information sought is not clearly indicated or specified, the Purchasing Department will then instruct all bidders in writing regarding the points in question, by issuing a clarifying addendum which will become a part of the specifications. No

alleged "verbal interpretation" shall be held valid. All addenda issued during this period supersedes previous information and automatically becomes part of the specifications.

If the Board of Education deems it necessary, it may postpone the opening date of bids by notifying each bidder by telephone, mail or the issuing of an addendum.

The Greenwich Board of Education reserves the right to accept the bid or bids of the lowest qualified bidder, kind, quality and material being equal, to select a single item from the bidder, or to accept the bid as a whole; to reject any and all bids, and to waive any omission or informalities in any bid.

The Greenwich Board of Education reserves the right to accept the bid or bids of the lowest qualified bidder, kind, quality and material being equal, to select a single item from the bidder, or to accept the bid as a whole; to reject any and all bids, and to waive any omission or informalities in any bid.

OPTION TO EXTEND

The service and work contemplated under this Contract shall be completed in full on or before September 1, 2025 with the option to extend the contract if agreeable by both parties for one school year. If GPS intends to extend the contract period, the vendor will be notified in writing by the Purchasing Department.

Bidders are urged to read all documents carefully. Bids which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection.

The Board of Education reserves the right to waive any informality in the bid or reject any or all bids or to accept any bid which appears to be in the best interest of the Board. The Board also reserves the right to award by group items and to reserve the full-unquestioned right to award this bid. Any bid may be withdrawn prior to the opening time and date. Any bid received after the time and date as specified will not be considered. The Greenwich Board of Education reserves the right to award like items by group at our discretion.

The bid will be awarded to one (1) bidder as a total bid.

TAX

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

REFERENCES:

Please list at least three (3) school districts of similar size to Greenwich Public Schools and the Town of Greenwich where you or your company has performed these services.

1. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

2. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

3. _____
NAME AND ADDRESS

TELEPHONE # FAX # EMAIL

CONTACT PERSON AND TELEPHONE NUMBER

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

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

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

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

(SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)

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

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

Dear Mr. Watts:

The undersigned hereby certifies as follows:

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

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD					CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)	
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
				INSUREERS AFFORDING COVERAGE				
INSURED				INSURER A:				
				INSURER B:				
				INSURER C:				
				INSURER D:				
				INSURER E:				
COVERAGES								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INS R LT R	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS		
	GENERAL LIABILITY COMMERCIAL GENERAL ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GENERAL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC					EACH OCCURENCE FIRE DAMAGE (Any one MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG		
	AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS ☐ _____ ☐ _____					COMBINED SINGLE LIMIT (Ea. accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)		
	GARAGE LIABILITY ☐ ANY AUTO ☐ _____					AUTO ONLY-EA OTHER THAN EA AUTO ONLY: AGG		
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$					EACH OCCURRENCE AGGREGATE WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		
	Professional Liability							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Additional Insured: The Town of Greenwich and Greenwich Board of Education are named as additional insured for Contract # ____ It is agreed by both parties to Contract No ____ that the Contractors insurance will be primary and non-contributory Town of Greenwich and Greenwich Board of Education for Contract # ____								
CERTIFICATE HOLDER		x	ADDITIONAL INSURED; INSURER LETTER: __		CANCELLATION			
Certificate Holder: Town of Greenwich & Board of Education 101 Field Point Road Greenwich, CT 06830					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESENTATIVE			

INSURANCE PROCEDURE

PLEASE NOTE:

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

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

PLEASE CHECK THE APPROPRIATE BOX

YES

NO

- | | |
|---|----------------|
| 1. General Liability | \$2,000,000.00 |
| 2. General Aggregate | \$1,000,000.00 |
| 3. Automobile Liability | \$1,000,000.00 |
| 4. Excess Liability | \$5,000,000.00 |
| 5. Professional Liability | \$1,000,000.00 |
| 6. Worker's Compensation and Employer's Liability | |
| 7. Town as Additional Insured | |
| 8. Ability to Return Contract and Insurance Documents
Within Two (2) Weeks | |
| 9. Able to Provide the Town with Thirty (30) Days Prior
Written Notice of Cancellation | |

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

Signature

Date

Contractor

CONFIDENTIALITY/DISCLOSURE

"Contractor" refers to all Bidders/Respondents submitting a bid/proposal.

The Town will afford due regard to the Contractor's request for the protection of proprietary or confidential information received. However, all materials associated with the Bid/Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not state generally that the materials are proprietary or confidential in nature and therefore not subject to release to third parties. The specific sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. An explanation and rationale to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to FOIA.

If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Town will endeavor to keep said information confidential to the extent permitted by law. The Town, however, shall have no obligation to initiate, prosecute or defend any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Town, or any representative of the Town, be liable for the disclosure of any documents or information in its possession which the Town believes are required to be disclosed pursuant to FOIA or other requirements as mandated by policy/law.

Additionally, as per Section 1-210(b) of FOIA – Nothing in the Freedom of Information Act shall be construed to require the disclosure of:

(24) Responses to any request for proposals or bid solicitation issued by a public agency, responses by a public agency to any request for proposals or bid solicitation issued by a private entity, or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file.

GREENWICH PUBLIC SCHOOLS

REQUEST FOR BID #2503-25 DEADLINE: 3/4/25 AT 11:00 AM

Ceiling Tile Replacement for Eastern Middle School REPLY SHEET (Page 1 of 2)

STATEMENT OF NON-COLLUSION

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud, or mental reservation; and that no elected or appointed official of the Town, or any person or entity in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof, except as permitted under the Town of Greenwich Code of Ethics.

CODE OF ETHICS

In submitting this bid, the undersigned further declares and certifies that a) it has not, and will not induce or attempt to induce any Town of Greenwich employee or officer to violate the Town of Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract, and b) if an elected or appointed official or any person in the employ of the Town has a direct or indirect interest in Vendor or any supplier or Subcontractor expected to be involved with the contract, such person or entity is in compliance with the safe harbor procedures established by the Town of Greenwich Board of Ethics or has received an advisory from the Town's Board of Ethics with respect to such involvement.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

The Town of Greenwich Code of Ethics can be found at www.greenwichct.gov. Relevant provisions of the Town's Code of Ethics state:

Section 2. DEFINITIONS. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm, or partnership which has a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal, and which is not common to the interest of other citizens of the Town. (3) Town officer shall mean and include any official, employee, agent, consultant, or member, elected or appointed, of any board, department, commission, committee, legislative body, or other agency of the Town. (4) Transaction shall mean and include the offer, sale, or furnishing of any real or personal property, material, supplies, or services by any person, directly or indirectly, as Vendor, prime contractor, subcontractor, or otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town officer.

Section 3. GIFTS AND FAVORS. No Town officer or his immediate family shall accept any valuable gift, thing, favor, loan, or promise that might influence the performance or nonperformance of his official duties.

Section 4. IMPROPER INFLUENCE. No Town officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned acknowledges reviewing and understanding the Non-Collusion and Code of Ethics statements contained herein and confirms compliance with the contents:

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

BIDDER'S COMPANY NAME: _____

GREENWICH PUBLIC SCHOOLS

REQUEST FOR BID #2503-25 DEADLINE: 3/4/25 AT 11:00 A.M

Ceiling Tile Replacement for Eastern Middle School **REPLY SHEET (Page 2 of 2)**

BIDDER INFORMATION:

BIDDER'S COMPANY NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** ☐ Yes ☐ No

AWARD/CONTRACT SIGNATURE

The Bidder shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., **officer of the company**) who will sign the contract (if applicable) for this procurement:

CONSENT OF SURETY

The undersigned surety, being the surety company, which issued Bond No. _____ for the Town of Greenwich Contract No. _____ hereby consents to release of final payment and all retainages to the contractor – principal.

(Name of Surety)

By _____
Its

ACKNOWLEDGMENT

STATE OF

ss:

COUNTY OF

This is to certify that the above-named signatory who executed this instrument was either known to me or satisfactorily proven to me to be the person whom he purports to be.

Notary Public

AFFIDAVIT FOR FINAL PAYMENT

The undersigned, being duly sworn, deposes and says:

1. That he is the _____ of the contractor in
(Title)
the project hereinafter referred to and is authorized to execute this affidavit on behalf of the contractor;

2. In connection with Contract # _____ for _____
(Project Title)

it is represented that all payrolls, bills for services, materials, supplies, equipment, and other indebtedness have been paid or otherwise satisfied and that there are no outstanding claims against the undersigned by any sub-contractor or material supplier, or no outstanding claims or intent to file a claim against the Town of Greenwich.

This Affidavit is made at the request of the Town of Greenwich for the purpose of inducing final payment and knowing that it will rely upon the truth of the representation herein made.

(Authorized signature)

(Type or print name of authorized person)

Subscribed and sworn to before me, a Notary

Public, in and for the County of _____

and State of _____, this _____ day

of _____, 2025

Notary Public

Department of Revenue Services
 Discovery Unit
 25 Sigourney Street
 Hartford CT 06106-5032
 (Rev. 03/06)

Form AU-764 **Deposit by a Person Doing Business** **With a Nonresident Contractor**

For Period Ending
Due Date
Total Amount Remitted
For Department Use Only

Purpose: A person doing business with a nonresident contractor files Form AU-764 with the Department of Revenue Services (DRS) to deposit 5% of all payment(s) made to a nonresident contractor during the calendar quarter for each project in the state.

If you need help, call **860-541-3280**, Monday through Friday, 8:30 a.m. to 4:30 p.m., and choose Option 7.

Person Doing Business With a Nonresident Contractor			
Name			Connecticut Tax Registration Number
Address (Street or PO Box, City, State, and ZIP Code)			Federal Employer Identification Number
Project Information			
Physical Location of Project #1 (Street, City or Town)			Name of Project
Nonresident Contractor(s) Information			
Name of Nonresident Contractor #1			Connecticut Tax Registration Number
Address (Street or PO Box, City, State, and ZIP Code)			Federal Employer Identification Number
Commencement Date for Nonresident Contractor	Completion Date for Nonresident Contractor	Total Contract Price or Amount of Change Order ☐ Check the box if this deposit is for a change order	Total Payments This Quarter
			Amount of Deposit This Quarter
Name of Nonresident Contractor #2			Connecticut Tax Registration Number
Address (Street or PO Box, City, State, and ZIP Code)			Federal Employer Identification Number
Commencement Date for Nonresident Contractor	Completion Date for Nonresident Contractor	Total Contract Price or Amount of Change Order ☐ Check the box if this deposit is for a change order	Total Payments This Quarter
			Amount of Deposit This Quarter
Name of Nonresident Contractor #3			Connecticut Tax Registration Number
Address (Street or PO Box, City, State, and ZIP Code)			Federal Employer Identification Number
Commencement Date for Nonresident Contractor	Completion Date for Nonresident Contractor	Total Contract Price or Amount of Change Order ☐ Check the box if this deposit is for a change order	Total Payments This Quarter
			Amount of Deposit This Quarter

Project Information			
Physical Location of Project #2 (Street, City or Town)			Name of Project
Nonresident Contractor(s) Information			
Name of Nonresident Contractor #1			Connecticut Tax Registration Number
Address (Street or PO Box, City, State, and ZIP Code)			Federal Employer Identification Number
Commencement Date for Nonresident Contractor	Completion Date for Nonresident Contractor	Total Contract Price or Amount of Change Order ☐ Check the box if this deposit is for a change order	Total Payments This Quarter
			Amount of Deposit This Quarter
Name of Nonresident Contractor #2			Connecticut Tax Registration Number
Address (Street or PO Box, City, State, and ZIP Code)			Federal Employer Identification Number
Commencement Date for Nonresident Contractor	Completion Date for Nonresident Contractor	Total Contract Price or Amount of Change Order ☐ Check the box if this deposit is for a change order	Total Payments This Quarter
			Amount of Deposit This Quarter
Name of Nonresident Contractor #3			Connecticut Tax Registration Number
Address (Street or PO Box, City, State, and ZIP Code)			Federal Employer Identification Number
Commencement Date for Nonresident Contractor	Completion Date for Nonresident Contractor	Total Contract Price or Amount of Change Order ☐ Check the box if this deposit is for a change order	Total Payments This Quarter
			Amount of Deposit This Quarter

Conditions of the deposit for the project(s) detailed above:

- The nonresident contractor has entered into a contract related to real property at a Connecticut location.
- The person doing business with the nonresident contractor deposits 5% of the payments to the nonresident contractor during the calendar quarter with DRS.
- The deposit will be returned to the nonresident contractor upon written request by the contractor after DRS has examined its records and determined all taxes, interest, and penalties due during the term of the contract have been paid.
- The person doing business with the nonresident contractor must attach a copy of the final periodic billing to **Form AU-764** if this deposit is the final payment to the nonresident contractor for this project.

Declaration: I, an authorized agent of the person doing business with the nonresident contractor named above, declare under penalty of law that I have examined **Form AU-764** and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.

Print Name

Title

Authorized Signature

Date

General Instructions

A person doing business with a nonresident contractor working in Connecticut must submit **Form AU-764, *Deposit by a Person Doing Business With a Nonresident Contractor***, with a deposit of 5% of any payment of the total contract price, including change orders and add-ons, by the last day of the month following the calendar quarter that follows the calendar quarter in which the first payment to the nonresident contractor was made and every calendar quarter thereafter. This applies to all contracts with nonresident contractors, regardless of the nature of the real property affected or the tax-exempt status of the property owner. For more information, see **Special Notice 2005(12), *Nonresident Contractors Bonds and Deposits***.

The person doing business with a nonresident contractor is not required to withhold 5% of any payment made to the contractor if the contractor provides a Certificate of Compliance issued by the Department of Revenue Services (DRS) stating that the contractor has filed a guarantee bond or a cash bond for 5% of the total contract price.

Use Form AU-764 each quarterly period to report payments made to nonresident contractors for:

- One project with one or more nonresident contractor(s); **or**
- More than one project with one or more nonresident contractor(s) on each project.

If you need additional space, attach as many **Forms AU-764a, *Form AU-764 Continuation Schedule***, as necessary.

A **nonresident contractor** is a contractor who does not maintain a regular place of business in this state. A **regular place of business** means any bona fide office, factory, warehouse, or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner, and which place is continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on the contractor's business in the contractor's own name. A regular place of business does not include a place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction. A regular place of business also does not include locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours. An office maintained, occupied and used by a person affiliated with a contractor is not a regular place of business of the contractor.

Specific Instructions

Enter the period ending date for the calendar quarter in which the payment to a nonresident contractor was made. Enter the due date of the deposit. The deposit is due the last day of the month following the calendar quarter that follows the calendar quarter in which the payment to the nonresident contractor was made.

Person Doing Business With a Nonresident Contractor

Enter the name and complete address of the person doing business with the nonresident contractor. If the nonresident contractor is the general contractor, enter the name and address of the owner of the property. If the nonresident contractor is a subcontractor, enter the name and address of the general contractor.

Enter the Federal Employer Identification Number (FEIN) of the person doing business with the nonresident contractor. If the person doing business with the nonresident contractor does not have an FEIN, enter that person's Social Security Number.

Project Information

Enter the complete address, including the street address and the city or town where the project is physically located, and the name of the project. If you use Form AU-764a to report payments to more than three nonresident contractors working on a specific project during the period, identify the project by location and enter the same project number as was entered on Form AU-764.

Enter the name and complete address of the nonresident contractor(s) on whose behalf the deposit is being made. Include the nonresident contractor's Connecticut tax registration number and FEIN.

Nonresident Contractor Information

Enter the commencement date of this project for the nonresident contractor. The commencement date is the date the contract is signed or the date the nonresident contractor begins work on the project, but it is never later than the date the nonresident contractor begins work.

Enter the date on which each nonresident contractor's work on this project is expected to be completed, which is the date the final periodic billing for the contract will be made by the nonresident contractor. Note the final periodic billing may be due before payment of any retainage becomes due. The person making the deposit must attach a copy of the final periodic billing to Form AU-764.

If this is a deposit for a change order occurring after the deposit for the initial contract has been remitted to DRS, enter the additional amount being deposited for the change order and check the box. For a change order made after the final periodic billing for the original contract, the change order is deemed complete when it is billed by the nonresident contractor. Attach a copy of the final billing for the change order.

Enter, in words and figures, the total amount paid to the nonresident contractor under the contract or for the change order. Check the box if the deposit is for a change order.

Enter the total of all payments made to the nonresident contractor during the calendar quarter.

Multiply the total payments to the nonresident contractor during the calendar quarter by 5% (.05) and enter the result on this line.

If you are reporting payments to a nonresident contractor for more than one project, separately list the payments to that nonresident contractor for each project.

Declaration: An authorized representative of the person doing business with a nonresident contractor must sign and date the declaration. Return Form AU-764, with the copy of the final periodic billing, to:

Department of Revenue Services
Discovery Unit
25 Sigourney Street
Hartford CT 06106

Minimum Rates and Classifications
for Building Construction

ID#: 25-1318

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 2503-25

Project Town: Greenwich

State#:

FAP#:

Project: Eastern Middle School: Ceiling Tile Replacement

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	47.06	33.30
2) Boilermaker	48.21	30.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	42.61	35.92 + a
3b) Tile Setter	38.81	32.20
3c) Tile and Stone Finishers	32.0	26.69
3d) Marble & Terrazzo Finishers	33.0	25.69
3e) Plasterer	44.52	29.63

-----LABORERS-----

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	34.5	27.26
4) Group 1a: Acetylene Burners (Hours worked with a torch)	35.5	27.26
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	34.75	27.26
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	35.0	27.26
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	35.5	27.26
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	35.25	27.26
4e) Group 6: Blasters, nuclear and toxic waste removal.	37.5	27.26
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	37.5	27.26
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	35.0	27.26
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	34.5	27.26
4i) Group 10: Traffic Control Signalman	20.7	27.26
4j) Group 11: Toxic Waste Removers A or B With PPE	37.5	27.26

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	39.54	28.68
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5a) Millwrights	43.25	29.13
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	44.0	42.745
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	66.72	40.035+a+b
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-----LINE CONSTRUCTION-----

Groundman	26.5	6.5% + 9.00
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Linemen/Cable Splicer	48.19	6.5% + 22.00
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8) Glazier (Trade License required: FG-1,2)	41.63	25.80+ a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	41.27 + a
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-----OPERATORS-----

Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	55.42	28.80 + a
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Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	50.79	28.80 + a
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Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	55.03	28.80 + a
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Group 2a: Cranes (under 100 ton rated capacity).	54.09	28.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	50.4	28.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	49.45	28.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	48.97	28.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	48.22	28.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	48.22	28.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	47.83	28.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	47.4	28.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	46.9	28.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	46.35	28.80 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	43.77	28.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	43.77	28.80 + a
Group 12: Wellpoint Operator.	43.69	28.80 + a
Group 13: Compressor Battery Operator.	42.97	28.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	41.52	28.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	41.01	28.80 + a
Group 16: Maintenance Engineer.	40.19	28.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	45.63	28.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	42.57	28.80 + a
Surveyor: Chief of Party	45.87	28.80 + a
Surveyor: Assistant Chief of Party	42.3	28.80 + a
Surveyor: Instrument Man	40.7	28.80 + a
Surveyor: Rodman or Chainman	35.03	28.80 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	38.07	25.80
10b) Taping Only/Drywall Finishing	38.82	25.80
10c) Paperhanger and Red Label	38.57	25.80
10e) Blast and Spray	41.07	25.80
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	49.58	36.15
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	45.0	24.85 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	43.5	24.85 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	53.22	46.19
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	49.58	36.15
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	33.16	32.36 + a
17b) 3 Axle, 2 Axle Ready Mix	33.27	32.36 + a

17c) 3 Axle Ready Mix	33.33	32.36 + a
17d) 4 Axle	33.39	32.36 + a
17e) 4 Axle Ready Mix	33.44	32.36 + a
17f) Heavy Duty Trailer (40 Tons and Over)	35.66	32.36 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	33.44	32.36 + a
17h) Heavy Duty Trailer up to 40 tons	34.39	32.36 + a
17i) Snorkle Truck	33.54	32.36 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	49.98	32.85 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

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

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: February 6, 2025

BID FORM

THE PROJECT AND THE PARTIES

Bids must be submitted to the Greenwich Public School District, **Ceiling Tile Replacement at Eastern Middle School, Bid Number: 2503-25, Opening Date: 3/11/25 Opening Time: 11:00 a.m.** 290 Greenwich Avenue, Greenwich, CT 06830, Purchasing Department on the following form signed by an authorized company officer. Bids will be opened on February 25, 2025 at 11:00 a.m.

FOR:

Eastern Middle School Ceiling Tile Replacement

Greenwich Public Schools Bid #2503-25

BID OPENING DATE: March 11, 2025

SUBMITTED BY:

Bidder's Full Name _____
Address _____
City, State, Zip _____
Phone # : _____ Contact Name: _____

1.1 OFFER

A. Having examined the Place of The Work and all matters referred to in the Bidding Requirements for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform GHS Ceiling Tile Replacement and Related work for the Sums of:

BASE BID. Price is to include all Work associated with and required for the removal / disposal and replacement of Ceiling Tiles at Eastern Middle School at hallways and stairwells highlighted in ORANGE which is to include, but not limited to:

First floor academic wing from fire doors to end of hallway, first and second floor hallways of addition from fire doors to end of hallways. Stairwell is included

_____ (\$ _____) DOLLARS

ALLOWANCE: Identification and repairs to existing ceiling grid and or fascia , only. Non-horizontal (vertical or angular) ceilings that are currently made up of ceiling tiles set into grid are to be replaced with drywall construction.
Add this amount to be within the Base Bid figure above.

Allowance is as follows;

Twenty Thousand _____ (\$20,000.00) DOLLARS

ALTERNATE #1 – Price is to include all Work associated with and required for the removal / disposal and replacement of Ceiling Tiles at Eastern Middle School First Floor cafeteria hallway areas (indicated in GREEN) which is to include, but not limited to:

The corridor area past the fire doors up to and including the gym lobby vestibule

Alt 1 _____
_____ (\$ _____) DOLLARS

1. ALTERNATE #2 –is for all work associated with and required for the removal / disposal and replacement of Ceiling Tiles at Eastern Middle School – first floor (indicated in **YELLOW**) which is to include, but not limited to:

- a. The MAIN LOBBY extending to fire doors to academic wing and fire doors to cafeteria hall as well as perimeter hallway around the auditorium. No classrooms, offices or restrooms are to be included

- b. NOTE: I No classrooms, offices or restrooms are to be included

Alt 2 _____
_____ (\$ _____) DOLLARS

THE FOLLOWING PAGES ARE A SAMPLE COPY OF THE TOWN OF GREENWICH CONTRACT FOR YOUR REVIEW. YOU MUST BE ABLE TO SIGN THIS CONTRACT AND MEET THE NECESSARY INSURANCE AS REQUIRED BY THE TOWN OF GREENWICH IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED.

**State of Connecticut
Town of Greenwich
Contract**

Town Department: Greenwich Public Schools
Division:

Contract No. _____

Name and
Address
Of
Contractor

Account Name:

Account Code:
Total Amount
of Contract:

This Agreement made this _____ day of _____ 2025 between Town of Greenwich hereafter called the Town and _____ hereafter called the Contractor.

Witnessed as follows:

1. The contractor agrees to furnish materials and perform services as shown in specifications and contract documents hereto attached and made a part hereof, and consisting of numbered pages from 1 to _____.
2. The Town agrees to pay the price designated for such materials and services upon certification by the proper agent of the Town.
3. This contract shall not be valid until approved by the Town Counsel and countersigned by the Town Comptroller.

TOWN OF GREENWICH

By _____
Its Chief Operating Officer

CONTRACTOR

By _____
Its

Approved as to legal sufficiency

Date _____

Assistant Town Counsel

I hereby certify that the estimated amount of this contract does not exceed the unencumbered balances of amounts duly appropriated and against which this contract is chargeable as indicated hereon.

Date _____

Comptroller

AGREEMENT CONTRACT NO. _ _

THIS AGREEMENT, executed this _____ day of _____ in the year Two Thousand Twenty Five (herein referred to as the "AGREEMENT"), by and between the Town of Greenwich, Connecticut, acting through Greenwich Public Schools hereunto duly authorized, "OWNER" and _____, whose principal office is located at _____, _____ acting herein by its, _____, duly authorized, "CONTRACTOR".

WITNESSETH, that the parties to these presents, each in consideration of the undertaking, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed to do hereby undertake, promise and agree, the Owner for itself, its successors and assigns, and the Contractor for himself and his heirs, executors, administrators, successors and assigns, as follows:

1. DEFINITIONS:

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning:

The word "Owner" shall mean the Town of Greenwich and shall include its authorized representative.

The word "Contractor" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.

The words "Contracting Officer or Agency" shall mean that official of the Town which awards the contract, executes the Agreement and is the Owner's authorized representative.

The Information for Bidders, the Contractor's Bid as accepted by the Owner, the Contract Conditions and Specifications and the General, Technical and Materials Specifications, the Drawings, and all addenda and amendments to any of the foregoing, collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".

2. DESCRIPTION OF WORK:

This project consists of _ceiling tile removal and replacement per Bid No. _____ bid and exhibits B and C. All work must be completed by Sept 1 2025.

This date may be extended by contract supplement form if a potential change order

is required due to unforeseen circumstances, related errors and omissions in bid specifications. Such extensions are limited to a total of one year.

3. PAYMENT:

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

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

4. PERFORMANCE MAINTENANCE AND PAYMENT BOND:

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

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

5. GUARANTEE:

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

6. DEFECTIVE WORK:

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner

satisfactory to the Town; if any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is condemned by the Town as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Town which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

7. COMPLIANCE WITH LAWS:

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

8. INDEMNITY:

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or

indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Town any of his respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings; and provided that the Contractor shall not be required to indemnify the Town, its officers, agents, servants or employees against any such damages occasioned solely by acts or omissions of the Town other than supervisory acts or omissions of the Town in connection with the Work.

INDEMNITY AGAINST SUBCONTRACTORS' CLAIMS:

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

9. PATENTS:

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

10. CHANGES:

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

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

11. CLAIMS FOR DAMAGES:

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

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

12. ABANDONMENT OF THE WORK OR OTHER DEFAULT:

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

machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

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

13. LIENS:

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

14. CLAIMS:

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

15. LIABILITY OF TOWN:

No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The

acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

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

17. PERMITS:

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

18. NOT TO SUBLET OR ASSIGN:

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

19. EMPLOY COMPETENT PEOPLE:

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

20. EMPLOY SUFFICIENT LABOR AND EQUIPMENT:

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

21. INTOXICATING LIQUORS:

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

22. ACCESS TO WORK:

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

23. EXAMINATION OF WORK:

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

24. EXTRA WORK:

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

25. CHANGES NOT TO AFFECT BONDS:

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

changes the liability of the surety on said bonds continue and remain in full force and effect.

26. PRICES FOR WORK:

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

27. MONEYS MAY BE RETAINED:

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

28. USE OR PARTIAL PAYMENT NOT ACCEPTANCE:

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

29. NON-CONNECTICUT CONTRACTORS:

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

30. PAYMENT TO SUBCONTRACTORS:

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

31. INSURANCE:

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

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

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

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

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

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

Each Contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor. It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's web site. The annual adjustments will be posted

on the Departments of Labor web page: www.ctdol.state.ct.us. For those without Internet access, contact the division listed below.

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

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

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

33. GOVERNING LAW:

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

34. The Contractor is required to perform and submit to Greenwich Public Schools, Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.

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

TOWN OF GREENWICH, CONNECTICUT

BY _____

Date: _____

THE CONTRACTOR

BY _____

Date: _____

Insurance Requirement Sheet

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

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

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

(SAMPLE ENDORSEMENT LETTER)

**AGENT/BROKER
(LETTERHEAD)**

(Date)

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

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

Dear Mr. Watts:

The undersigned hereby certifies as follows:

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

Sincerely,

Authorized Representative for all companies listed in the Acord form

ACORD		CERTIFICATE OF LIABILITY INSURANCE			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE			
INSURER A:		INSURER B:			
INSURER C:		INSURER D:			
INSURER E:					
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ GENERAL AGGREGATE LIMIT APPLIES --- ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE
	FIRE DAMAGE (Any one fire)				
	MED EXP (Any one person)				
	PERSONAL & ADV INJURY				
	GENERAL AGGREGATE				
					PRODUCTS-COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRER AUTOS NON-OWNED AUTOS ☐ ☐				COMBINED SINGLE LIMIT (Per accident)
	BODILY INJURY (Per person)				
	BODILY INJURY (Per accident)				
	PROPERTY DAMAGE (Per accident)				
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY-FA ACCIDENT
	OTHER THAN EA ACC				
	AUTO ONLY- AGG				
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE
	AGGREGATE				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC OTH-
	EL EACH ACCIDENT				
	EL DISEASE-FA EMPLOYEE				
	Professional Liability				EL DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Additional Insured: The Town of Greenwich, Greenwich Board of Education and _____ are named as additional insured for Contract # ____ It is agreed by both parties to Contract No ____ that the Contractors insurance will be primary and non-contributory					
CERTIFICATE HOLDER		☒ ADDITIONAL INSURED; INSURER LETTER: __		CANCELLATION	
Certificate Holder: Town of Greenwich and Greenwich Board of Education 101 Field Point Road Greenwich, CT 06830		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS			
		AUTHORIZED REPRESENTATIVE			