

**TOWN OF WESTBROOK
WESTBROOK HIGH SCHOOL BOILER REPLACEMENT
PROJECT**

**156 McVEAGH RD.
WESTBROOK, CT 06498**

TABLE OF CONTENTS

INVITATION TO BID	3
CONTRACT.....	4
SECTION 1. WORK TO BE PERFORMED.....	4
SECTION 2. TIME OF BEGINNING AND COMPLETING WORK.....	4
SECTION 3. TOWN, CONTRACTOR, AND GENERAL SUPERVISOR DEFINED.....	5
SECTION 4. GENERAL SUPERVISOR TO DETERMINE.....	5
SECTION 5. ABSENCE OF CONTRACTOR.....	5
SECTION 6. DISCREPANCIES, ERRORS AND OMISSIONS.....	5
SECTION 7. ALTERATIONS.....	5
SECTION 8. OBLIGATIONS OF CONTRACTOR.....	5
SECTION 9. COMPETENT AND SUFFICIENT WORKERS.....	6
SECTION 10. EXAMINATION OF WORK.....	6
SECTION 11. REJECTED MATERIALS AND DEFECTIVE WORK.....	6
SECTION 12. INSURANCE.....	7
A. Comprehensive General Liability Insurance.....	7
B. Comprehensive Auto Liability Insurance.....	7
C. Excess Liability Insurance.....	8
D. Workers' Compensation Insurance and Employer's Liability.....	8
SECTION 13. DAMAGE, SUITS AND CLAIMS.....	8
SECTION 14. CLAIMS AND LIENS.....	8
SECTION 15. NOT TO SUBLET.....	8
SECTION 16. WORK MAY BE SUSPENDED.....	9
SECTION 17. TERMINATION WITHOUT CAUSE.....	9
SECTION 18. TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT FOR CAUSE.....	9
SECTION 19. RETAINAGE.....	9
SECTION 20. EXTRA WORK: INCREASED COMPENSATION.....	10
SECTION 21. MODIFICATION OF CONTRACT.....	10
SECTION 22. COMPLIANCE WITH LAWS.....	10
SECTION 23. FINAL ESTIMATE AND PAYMENT.....	11
SECTION 24. WAIVERS.....	11
SECTION 25. THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.....	11
SECTION 26. ORDER OF WORK.....	11
SECTION 27. LINES AND GRADES.....	12
SECTION 28. PERMITS.....	12
SECTION 29. LIQUIDATED DAMAGES.....	12
SECTION 30. PRICES.....	12
SECTION 31. BONDS FOR PROTECTION OF EMPLOYEES AND MATERIALMEN.....	12
SECTION 32. ASSIGNMENT OF ANTI-TRUST CLAIMS.....	12
SECTION 33. CONTRACT DOCUMENTS.....	12
SECTION 34. LEGAL ADDRESS OF CONTRACTOR.....	13
SECTION 35. ALL LEGAL PROVISIONS INCLUDED.....	13
SECTION 36. UNLAWFUL PROVISIONS DEEMED STRICKEN.....	13
SECTION 37. HEADINGS.....	13
SECTION 38. EMPLOYEE DISCRIMINATION AND AFFIRMATIVE ACTION.....	13
SECTION 39. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS.....	14
SECTION 40. GOVERNING LAW: SEVERABILITY, ASSIGNMENT.....	14
TECHNICAL SPECIFICATIONS - GENERAL.....	16
CODES AND STANDARDS.....	16
PERMITS AND FEES.....	16
CONTRACTOR QUALIFICATIONS.....	16
EXISTING CONDITIONS.....	16
SCOPE OF WORK.....	18
SUMMARY.....	18

CONDENSING BOILER(S)..... 19
CONSTRUCTION..... 19
MODULATING GAS VALVE AND VARIABLE SPEED FAN 19
EXHAUST AND VENTING 20
BOILER CONTROLS 20
INSTALLATION..... 20
WARRANTY 21
FACTORY AUTHORIZED AND TRAINED START-UP 21
 A. Submittals & Design Documentation 21
 B. Maintenance 21
 C. Warranty..... 21

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156 McVEAGH RD.
WESTBROOK, CT 06498

INVITATION TO BID

6/29/11

Sealed bids are invited and will be received in the Selectmen's Office, Town Hall, 866 Boston Post Road, Westbrook, CT 06498 for the following bid packages: High School Boiler Replacement Project. All bid packages must be submitted on the forms provided and marked with the name of the bid package that is being bid. All bids must meet the requirements of this request for proposal and be received no later than 12:00 PM, Friday July 15th, 2011. Questions please contact 617-399-6155.

All bidders to reference and reflect in pricing all sections of the attached contract, including section one (1): work to be performed.

Each bidder must submit with this bid form, local references showing (3) similar projects preferably of equal size and price.

- All bid questions are to be submitted by July 11th.

A mandatory pre-bid site visit will be held at the High School at 156 McVEAGH RD. Westbrook, CT 06498 on Wednesday July 6th, 2011.

Qualifying bids will meet all requirements of the attached contract. Qualifying bid pricing will reflect the attached contract requirements. Equipment to be purchased and installed will meet all the requirements of the attached contract including Attachment A. Wages to be used will meet all requirements of the attached contract including Attachment B. This project will be funded fully or in part by Town funds. Bids not meeting the requirements in the attached contract will be immediately disqualified.

- 2 hard copies and 1 PDF electronic copy must be submitted.

All bids over \$50,000 must be accompanied by a 5% bid bond or Certified Check of the base bid and must be submitted with the bid package and made payable to the Town of Westbrook. The successful bidder will be required to provide a 100% Performance Bond prior to signing any contracts. The contractor shall include a 10% contingency fee for unforeseen work that may be performed throughout the duration of the project. If this contingency is not used then it will be credited to the Town of Westbrook. All work performed under this contingency will be line itemed and submitted to the town for review.

The Town of Westbrook reserves the right to accept or reject any or all bids; to waive any informalities, or; to accept any bid deemed in the best interests of the Town of Westbrook.

No bid shall be withdrawn for a period of ninety (90) days.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, in the year Two Thousand and eleven by and between the Town of Westbrook, CT, hereinafter designated the "Town", and _____ hereinafter designated the "Contractor",

WITNESSETH: That the Contractor has agreed and by these presents does agree with the said Town for the considerations herein mentioned and contained at his own cost and expense to provide all materials, labor, tools, equipment, and other means of construction to complete the proposed work in the manner and under the requirements further specified in this agreement.

Section 1. WORK TO BE PERFORMED.

Design-Build services for the removal and replacement of the existing Boiler System at the Town of Westbrook, CT High School.

Existing Conditions:

- *Two existing oil-fired boilers supply heating hot water to the school for space heating.*
- *Existing units are an H.B. Smith model # M450L Mills boiler and a Weil McLain model #1888 boiler.*

Contractor shall meet all requirements and descriptions in the specification section of this bid document. Reference the technical specification of this bid document for contractor instructions, work scope and project requirements.

Alternate Demolition Pricing: Contractor shall provide a line item alternate price, as applicable, for demolishing only one boiler at the beginning of the implementation of construction. This will ensure the school's tandem domestic hot water system can provide domestic hot water to the school by August 30th 2011. The new boilers will be tied into the existing system; the remaining boiler will be demolished at the end of the construction effort as part of this alternate delayed demolition price.

Section 2. TIME OF BEGINNING AND COMPLETING WORK. The Contractor shall begin operations under this contract upon a date to be specified in a written order from the General Supervisor and the Contractor shall fully complete all work hereunder within the time limits stated in the Contractor's Proposal. Should the Contractor be delayed in the execution of the contract by any valid causes beyond his control, such as Acts of God, fire, flood or other causes deemed valid by the General Supervisor, the Contractor may submit a claim for an extension of the prescribed time limit. To receive consideration, such claim or claims shall be filed in writing, with a full statement of the reasons therefore, within seven (7) days of the occurrence of the delay. The decision of the General Supervisor regarding extension of time will be final.

Contractor will provide a schedule to including construction milestones, task durations, and lead times for equipment. The schedule will be detailed by using number of days after contract award for each construction milestones, task durations, and lead times for equipment.

Section 3. TOWN, CONTRACTOR, AND GENERAL SUPERVISOR DEFINED. Whenever the words defined in this section occur in this contract and in the specifications, they shall have the meaning given below:

TOWN: The word "Town" shall mean the Town of Westbrook, CT.

CONTRACTOR: The word "Contractor" shall mean the party above designated.

GENERAL SUPERVISOR: The word "General Supervisor" shall mean the Town of Westbrook, CT, acting either directly or through his personally authorized agent.

Section 4. GENERAL SUPERVISOR TO DETERMINE. It is agreed by the parties to this contract that the General Supervisor for the Town shall in all cases determine the amount and character of the work to be done and to be paid for under this agreement, the quality and acceptability of the materials to be used therein, and shall decide all questions that may arise relative to the intent and fulfillment of this contract. His estimate and decisions shall be final and conclusive and shall be a condition precedent to the right of the Contractor to receive any payments under this agreement.

Section 5. ABSENCE OF CONTRACTOR. Whenever the Contractor is not present at the work when it may be desired to give instructions, orders may be given by the General Supervisor, or his agent, to the superintendent or foreman who may have charge of the work at the time, and he shall receive and obey such orders forthwith.

Section 6. DISCREPANCIES, ERRORS AND OMISSIONS. The plans and specifications are intended to be explanatory of the work to be done and of each other, but should any discrepancies, errors or omissions appear they shall be subject to correction and interpretation by the General Supervisor thereby defining and fulfilling the intent of this contract. If any part of the work is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to complete fully such work as is specified herein, the Contractor will not be entitled to extra compensation, but the said fixtures or work, or both, shall be installed or done the same as if called for both by the drawings and by the specifications.

Section 7. ALTERATIONS. The General Supervisor may make alterations in the line, grade, plan, form, dimensions, or materials of the work or any part thereof, either before or after the commencement of construction. If such alterations increase or diminish the quantity of work to be done, adjustment for such increase or decrease shall be made at the unit prices stipulated for such work under this contract, except that if unit prices are not stipulated for such work, compensation for increased work shall be made under the item for Extra Work, and for decreased work the Contractor shall allow the Town a reasonable credit as determined by the General Supervisor. If such alterations diminish the quantity of work to be done, they shall not warrant any claim for damages or for anticipated profits on the work that is dispensed with.

Section 8. OBLIGATIONS OF CONTRACTOR. The Contractor shall do all the work and furnish all the materials, equipment, tools, and appliances necessary or proper for performing and completing the

work required by this contract within the allowed time. He shall complete the entire work to the satisfaction of the General Supervisor and in accordance with the plans and specifications forming a part of this contract and the directions of the General Supervisor as given during the progress of the work, at the prices agreed upon and fixed therefore.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense (except as provided in the General Specifications in respect to traffic officers) whenever necessary or required, maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall take responsibility for the work done under this contract, for the supervision and protection of the work, and for the prevention of injuries to persons and damage to property and utilities on or about the work.

The Contractor shall comply with the following Department of Labor regulations in the performance of any work for the Town:

- (a) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented by Department of Labor regulations (29 CFR Part 3);
- (b) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29CFR Part 5)

Section 9. COMPETENT AND SUFFICIENT WORKERS. Sufficient and competent workers shall be employed by the Contractor to complete the work in the specified time. If, in the opinion of the General Supervisor, the Contractor shall employ personnel who are incompetent or unfaithful in the performance of the work, they shall be removed from the job at the request of the General Supervisor.

Section 10. EXAMINATION OF WORK. The General Supervisor shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and replacement of material and rebuilding of the work shall be considered as extra work unless the original work was done in the absence of the General Supervisor or his inspector without his written authorization. Should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing, and making good, shall be at the expense of the Contractor.

Section 11. REJECTED MATERIALS AND DEFECTIVE WORK. Materials of whatever kind furnished by the Contractor and condemned by the General Supervisor as unsuitable or not in conformity with the specifications shall forthwith be removed from the working area by the Contractor, and shall forthwith be removed elsewhere in the work. Any errors, defects or omissions in the execution of the work or in the materials used in the work even though they may have been passed or overlooked or have appeared after completion of the work and discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the General Supervisor. The Contractor shall reimburse the Town for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the General Supervisor occurring previous to the final payment.

The presence of a General Supervisor during construction will in no wise relieve the Contractor of his liability for defective work or materials. The Contractor shall repair, at his own expense, any defective

work occurring within a period of one (1) year from the time of completion of the contract. The Contractor shall bear all losses resulting to him or the Town on account of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements or other causes.

Section 12. INSURANCE. The Contractor shall not commence work under the contract until he has obtained all insurance required under this article and such insurance has been approved by the Town, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the Town and shall be subject to the approval of the Town for adequacy of protection before the execution of the contract.

All policies relating to this contract shall be so written that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change.

Certificates from the insurance carrier shall be filed in triplicate with the Town and shall state the limits of liability and the expiration date for each policy and type of coverage. The Town of Westbrook shall be named as an additional insured. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the Town not less than ten (10) days before the expiration of such policies.

A. Comprehensive General Liability Insurance.

The Contractor shall take out and maintain during the life of this contract such Comprehensive General Liability Insurance (which shall include explosion and collapse and underground hazards if so requested by the Town), as will protect it, the Town, and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this contract whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be in the following minimum limits:

Bodily Injury Liability
and - \$1,000,000 (combined) - each occurrence
Property Damage Liability

The Contractor agrees that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the Town thereof and at the same time shall seek either to reinstate the limits of said policy or policies or alternatively to seek to obtain a new policy providing for full coverage in accordance with the limits established within. Said replacement coverage shall be obtained within twenty-four (24) hours and the Town shall be notified thereof.

B. Comprehensive Auto Liability Insurance.

The Contractor shall take out and maintain during the life of this Contract Comprehensive Auto Liability Insurance which shall cover the operation of all motor vehicles owned by the Contractor or used by the Contractor in the prosecution of the work under the contract and the amounts of such insurance shall be in the following minimum limits:

Bodily Injury Liability
and - \$1,000,000 (combined) - each occurrence
Property Damage Liability

C. Excess Liability Insurance.

The Excess Liability Policy coverage is in addition to the limits expressed in A. and B. above:

Bodily Injury Liability, - \$5,000,000 (combined)
Property Damage Liability - each occurrence
and Auto

D. Workers' Compensation Insurance and Employer's Liability.

The Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all employees of the latter unless such employees are covered by the protection afforded by the Contractor.

1. Workers' Compensation and Employer's Liability - Statutory Limits.

Section 13. DAMAGE, SUITS AND CLAIMS. The Contractor covenants and agrees to and shall at all times indemnify, protect and save harmless and defend the Town from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including attorneys' fees, if any, which the Town may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this contract or any activities in connection with said contract, or on account of any claim for patent, trademark or copyright infringement, whether such losses and damages be suffered or sustained by the Town directly or by its employees, licensees or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town liable therefore. The Town may withhold such portions of any payments that may be due hereunder as may be considered necessary to cover any suits and claims until they have been settled and satisfactory evidence to that effect has been furnished to the Town. This section shall also apply to "extra work" and all other operations by the Contractor in connection with this contract.

Section 14. CLAIMS AND LIENS.

The Contractor shall pay punctually the workers who are employed on the work and the parties who have furnished materials, and shall give the Town satisfactory evidence that all parties who have done work or furnished materials have been fully paid. If the Contractor shall fail to give such satisfactory evidence to the Town, the Town may withhold from the payment otherwise due the Contractor hereunder such sums of money as will in its judgment cover such claims, or the Town may pay such claims and charge the same to the account of the Contractor.

Section 15. NOT TO SUBLET. The Contractor shall give his personal care and attention to the faithful prosecution of the work, shall keep the work under his personal control and shall not assign or sublet the work or any part of the work, and shall not assign any of the money payable under this agreement, or his claim thereto, except by and with the consent of the Town. No such consent by the Town shall operate to relieve the Contractor from any obligation or liability hereunder or modify the obligations or liabilities of the Contractor to the Town.

Section 16. WORK MAY BE SUSPENDED. Construction work may be temporarily suspended at any time on account of the weather or for any other reason, if deemed necessary or advisable by the General Supervisor of the Town without additional compensation to the Contractor.

Section 17. TERMINATION WITHOUT CAUSE. Town may terminate this Contract at any time without cause by giving thirty (30) days written notice to Contractor. As soon as practicable after receipt of a written notice of termination without cause, Contractor shall submit a statement to the Town showing in detail the Services performed under this Contract through the date of termination. In the event of termination without cause pursuant to this Section, Town agrees to: (i) pay Consultant a pro rata amount of the purchase price for Services rendered through the termination date based on percentage of completion of the services; and (ii) pay Contractor any reasonable and unavoidable additional costs and expenses which Contractor incurs or becomes obligated for prior to the effective termination date and/or as a result of such termination. The forgoing payment obligation is contingent upon Contractor having provided Town with written documentation reasonably adequate to verify the above payments to Contractor for such termination.

Section 18. TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT FOR CAUSE. If (a) the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or (b) a receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or (c) the contractor shall refuse or fail, after Notice of Warning from the General Supervisor, to supply enough properly skilled workers or proper materials, or (d) the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) and shall fail to complete the work within said period; or (e) the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work or; (f) the Contractor shall assign this contract or any sums due hereunder or shall sublet all or any part of the work to be performed without the prior written consent of the Town or; (g) the Contractor shall unnecessarily or unreasonably delay the work to be performed or; (h) the Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the General Supervisor or otherwise be guilty of a substantial violation of any provisions of this contract; then, and in any such event, the Town without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor terminate the employment of the Contractor and his right to proceed, and may take possession of the work and complete the work by contract or otherwise, as the Town may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess. If the right to the Contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary therefore.

Section 19. RETAINAGE. The Town may retain out of the money payable to the Contractor under this contract, the sum of five (5%) percent on the amount thereof, and may expend the same in the manner hereinafter provided for making repairs to the work as the Town may deem expedient.

If, at any time within twelve (12) months following the completion of the work any part of the work constructed under the terms of this contract shall require repair, the Town may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to make such repairs to the satisfaction of the Town within (7) days of the date of giving or mailing of notice to the Contractor,

then the Town may cause the repairs to be made. The Town shall pay the expense of any such repairs out of the sum retained for that purpose. Upon the expiration of the said 12-month period, provided that the work at that time shall be in good order, the Contractor shall be entitled to receive the whole or such part of the sum retained as may remain after the making of said repairs.

It is, however, agreed that the Town may keep the whole or any portion of the sum retained, for settlement of all claims arising out of this contract against the Town, its officials or agents, and for all expenses, losses or damages incurred by the Town, by reason of said claims.

Section 20. EXTRA WORK: INCREASED COMPENSATION. The Town may at any time, by written order, and without such notice to the sureties, require the performance of such Extra Work or change in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for Extra Work, as so ordered, shall be determined as follows:

(a) By such applicable unit prices, if any, as are set forth in the Contract; or

(b) If no such unit prices are set forth, then by a lump sum price mutually agreed upon by the Town and the Contractor; or

(c) If no such unit prices are set forth and if the parties cannot agree upon a unit price, then by the actual net cost to the Contractor of the materials and of the wages applicable (including premiums for Workers' Compensation Insurance) required for such Extra Work plus such rental for plant and equipment (other than small tools) required and approved for such work, plus fifteen (15%) percentum as compensation for all items or profit, and costs or expenses including, but not limited to administration overhead, superintendence, insurance (other than Workers' Compensation Insurance), materials used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools.

The Contractor shall, when requested by the General Supervisor to do so, furnish itemized statements of the cost of the work ordered and give the General Supervisor access to the accounts, bills and vouchers relating thereto.

When extra work is ordered at any time during the progress of the work which requires, in the opinion of the General Supervisor, an increase of time for the completion of the contract, a suitable extension of the time of completion shall be granted.

Section 21. MODIFICATION OF CONTRACT. This contract is intended by the parties hereto as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. No representation, understandings or agreements have been made or relied upon in the making of this contract other than those specifically set forth herein. This contract can only be modified by a writing signed by both parties hereto or by their duly authorized representatives. It is distinctly agreed that in the case of modification or amendment in or additions to this contract, so much of this contract as is not necessarily affected there by shall remain in full force and be binding upon the parties hereto; and that the making of such alterations, modifications, additions or amendments shall in no way annul, release or affect the liability of the parties hereto.

Section 22. COMPLIANCE WITH LAWS. The Contractor shall keep himself fully informed of all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the plans,

drawings, specifications, or contract for this work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the General Supervisor in writing. He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town, its officials and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. The Town reserves the right to terminate the Agreement upon seven (7) days written notice to the Contractor for such a material breach.

Section 23. FINAL ESTIMATE AND PAYMENT. After the completion of the work to be performed hereunder, the General Supervisor shall, with all reasonable dispatch, make his final measurements and written estimate of all work done hereunder and the value thereof according to the terms of this agreement, and shall transmit said written estimate to the Town, who shall within sixty (60) days thereafter pay to the said Contractor the money found to be due under this contract, including subsequent additions or modifications, if there be any, after deduction from said final estimate all sums, if any, due the Town by the Contractor and all sums to be kept or retained by the Town under the terms of the agreement for repairs or otherwise; and the Contractor shall by accepting said final estimate made as above described release the Town and its employees, agents, etc. from any further claims or liabilities to him of whatever nature except for the remaining sum or sums of money withheld under the provisions of this agreement. The Town may withhold from the Contractor so much of any approved payments due him as may be in the judgment of the Town necessary (a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work; (b) to protect the Town from loss due to defective work not remedied; or (c) to protect the Town from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors. The Town shall have the right as Agent for the Contractor to apply any such amounts so withheld in such manner as the Town may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the accounts of the Contractor.

Section 24. WAIVERS. Neither inspection by the Town, nor any of its agents, nor any orders, measurement or certificate by the General Supervisor, nor any order by the Town for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Town, nor any extension of time, nor any possession taken by the Town or its employees shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Town, or any right to damages herein provided, nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative, that is, in addition to all other suits, actions, or legal proceedings, the Town shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

Section 25. THE IMMIGRATION REFORM AND CONTROL ACT OF 1986. The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Westbrook harmless for the failure of the Contractor to comply with the provisions of said Act.

Section 26. ORDER OF WORK. The order or sequence of the work and the general conduct of the work shall be subject to the approval of the General Supervisor.

Section 27. LINES AND GRADES. The Contractor shall work to lines and grades as per plan or as determined by the General Supervisor.

Section 28. PERMITS. The Contractor shall, at his own expense, take out all necessary permits from the state, municipal, or other public authorities, shall give all notices required by law or ordinances, and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this contract.

Section 29. LIQUIDATED DAMAGES.

Liquidated damages, if any, in the amount as stated in the Proposal, for each and every day of time consumed in completing the work under the contract beyond the time hereinbefore allowed for that purpose, will be assessed against the Contractor. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and in case such damages shall exceed the amount of all moneys due or to become due the Contractor, then the Contractor or his surety shall pay the balance to the Town.

Section 30. PRICES. The Town agrees to pay and the Contractor agrees to accept the prices specified in the Proposal herein submitted as full compensation for the executing of the work contemplated in this Contract. The Contractor shall submit its invoices monthly to the Town and the Town shall within thirty (30) days thereafter pay to the Contractor such sums as are represented thereby for all materials received and accepted by the Town.

Section 31. BONDS FOR PROTECTION OF EMPLOYEES AND MATERIALMEN. In the event that the work to be performed hereunder involves the construction, alteration or repair of any public building or public work of the Town of Westbrook and the compensation to be paid to the Contractor exceeds \$100,000.00, or any such amount as specified in Section 49-41(a) of the Connecticut General Statutes, the general Contractor shall furnish to the Town, on or before the award date a bond in the amount of the contract with a surety or sureties satisfactory to the Town. Pursuant to Section 49-41a of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the Town of Westbrook, the Contractor shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Town. The general Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the general Contractor which encompasses labor or materials furnished by such subcontractor.

Section 32. ASSIGNMENT OF ANTI-TRUST CLAIMS. The Contractor or subcontractor offers and agrees to assign to the Town of Westbrook all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U. S. C. Sec. 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town of Westbrook awards or accepts such contract, without further acknowledgment by the parties.

Section 33. CONTRACT DOCUMENTS. The provisions contained in a document titled "Information for Bidders, Exhibit A", as well as the Contractor's Proposal, Exhibit "B" and Exhibit "C" titled Hold Harmless Agreement each comprise a portion of this contract, and are incorporated herein and made a part hereof.

Section 34. LEGAL ADDRESS OF CONTRACTOR.

Both the address given in the bid or proposal submitted by the Contractor and the Contractor's office at or near the site of the work are hereby designated as places to either of which letters and other communications to the Contractor shall be certified, mailed or delivered. The delivering at the above-named place, or depositing in a postpaid wrapper directed to the above-name place, in the post office box regularly maintained by the Post Office Department, of any notice, letter or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the General Supervisor. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

Section 35. ALL LEGAL PROVISIONS INCLUDED. It is the intention and the agreement of the parties hereto that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or are not inserted in proper form, then on the application of either party, the Contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

Section 36. UNLAWFUL PROVISIONS DEEMED STRICKEN. All unlawful provisions shall be deemed stricken from this contract and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the contract.

Section 37. HEADINGS. The headings or titles to the sections hereof are not a part hereof and shall have no effect upon the construction or interpretation of any part hereof.

Section 38. EMPLOYEE DISCRIMINATION AND AFFIRMATIVE ACTION. The Contractor agrees and warrants that in the performance of this contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as related to the provisions of this section.

The Contractor further agrees and warrants that in the performance of this contract it will comply with the following and any subsequent executive orders concerning employee discrimination and affirmative action:

1. Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971.
2. Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973.
3. Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999
4. Executive Order No. 7C of Governor M. Jodi Rell

Promulgated July 13, 2006

In addition, the Contractor further certifies that he is an affirmative action employer meeting both in policy and practice the principles of the Affirmative Action Program.

Section 39. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

(1) The Town and any selected Contractors must take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) The selected contractor must take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section when hiring any subcontractors for work under this agreement.

Section 40. GOVERNING LAW: SEVERABILITY, ASSIGNMENT

The contract between the Contractor and the Town as set forth herein shall be governed by and enforceable in accordance with the law of the State of Connecticut. The Contractor consents to personal jurisdiction in Connecticut. The provisions of this contract are severable. The invalidity of any part of this contract shall not invalidate the remainder of any portion hereof. Neither the Town nor the Contractor shall assign any aspect of the contract between the Town and the Contractor except upon prior written consent of the other party.

IN WITNESS WHEREOF, the parties have hereto and to four other agreements of like tenor and date set their hands and seals the day and year first above written.

WITNESS:

TOWN OF WESTBROOK, CONNECTICUT

By: _____
Noel Bishop, its First Selectman

CONTRACTOR:

WITNESS:

(Title)

Technical Specifications

BOILER REPLACEMENT

Technical Specifications - General

This specification shall provide technical information and applications for the engineering, design, purchase, delivery, installation, programming, commissioning, training, start-up and documentation of a new condensing type boiler installation. The contractor shall provide all engineering, design, materials, labor and equipment to furnish, install, re-commission, and make fully operational the required condensing boilers specified herein.

Codes And Standards

Work, materials, and equipment shall comply with the most restrictive of local, state, and federal authorities' codes and ordinances or these plans and specifications. As a minimum, the installation shall comply with current editions in effect 30 days prior to receipt of bids of the following codes:

National Electric Code (NEC)

International Building Code (IBC)

Connecticut State Plumbing Code

Connecticut Dept. of Environmental Management Regulations

Applicable ASME Codes for boiler and pressure vessels (ASME)

Permits and Fees

The contractor shall make the necessary arrangements for and obtain all permits required for the Work, including paying the costs and expenses thereof. All electrical and mechanical work shall be done by or under the direct supervision of individuals properly licensed by the appropriate state or local agency.

The contractor shall be responsible for the payment of fees that are assessed by the city, state or federal agency having jurisdiction over the work, unless other wise stipulated. Through the duration of the work the contractor shall arrange and coordinate all inspections.

Contractor Qualifications

Installer shall have an established working relationship with the boiler manufacturer.

Installer shall have successfully completed the boiler manufacturer's installation and service training programs. Upon request, Installer shall present record of completed training including course outlines.

Existing Conditions

The existing oil-fired Hydrotherm atmospheric boilers are located in a basement level mechanical space and provide heating hot water to the building. The boilers and all mechanical accessories such as pumps, valves, breeching etc., are 33 years old and at end of useful life. The condition of the chimneys is poor. Gas services to the boiler systems appear to be in good condition. The electrical service is in good condition.

- Boilers- Thirteen sections with a combined capacity of 3,796,000 Btu/Hr
- Pumps – Two 5 hp – 245 GPM, 40 ft of head
- Housekeeping Pad – None – level concrete floor

- Access- Approximately 3 foot side sidewalk hatch
- Controls – Conventional on/off with safeties
- Oil Storage – Below grade tank in concrete vault

Scope of Work

Summary

The contractor shall have the sole responsibility to design, build, commission, and document a complete boiler upgrade that will include the following. The contractor is also responsible for training and performance verification to demonstrate system capabilities.

1. Provide one-line piping and a dimensioned layout drawing showing demolition work, locations of all new boilers, pumps, venting, piping, and electrical construction.
2. Provide as-built drawings, manufacturer's O & M manuals and equipment schedules at the conclusion of the project.
3. Remove and dispose of existing boilers, header piping, breaching and mechanical accessories including valves, fittings, expansion tank, triple-duty valves and electrical back to electrical panel.
4. Construct 12" housekeeping pad (with reinforcement) for boilers.
5. Provide, install and commission two or more condensing type gas and #2 oil dual-fired heating hot water boilers each with an output capacity adequate to heat the building to 72F on a design day. The boiler(s) must meet the general specifications contained in this document.
6. Provide and install all new copper or welded or threaded steel header piping. The inlet and outlet header piping arrangement shall conform to the boiler manufacturers written recommendations.
7. Provide and install boiler intake and exhaust vents through sidewall or roof as appropriate. Use existing chimney as a chase if applicable and as approved by the Town of Westbrook.
8. Provide and install a new properly sized and pre-charged ASME rated expansion tank.
9. Provide and install new isolation valves and any air scoop type accessories required for the boiler installation.
10. Support, insulate, and leak test all new piping.
11. Insulate existing piping where un-insulated in the boiler room only.
12. Provide and program new master boiler controller and integrate new boiler controls with outdoor air enable / disable and reset.
13. Integrate new boilers and their control system interface with the existing building automation controls system.
14. Install new wiring and conduit back to existing electrical breaker panel.
15. Existing hazardous materials required to be removed to complete the project are to be identified by the contractor. Proper and safe removal of the materials will be required and will be provided to the Town of Westbrook as a change order. The Town of Westbrook reserves the right to competitively bid the hazardous waste removal identified by the contractor.
16. Contractor shall carry out full training on the operation, control, and maintenance of the new boiler system. This training shall include on complete year of winter season training for maintenance and operations support.
17. Labeling of all equipment, piping, and valves shall be completed by the contractor. All systems shall be designated with their own color as per Westbrook Facilities' requirements. Labels will include but not limited to pump labeling, valve tagging, pipe flow direction and safety shutoff location.
18. Boiler shutdown mechanisms shall be tied into the existing fire system as required by code and specific state and local requirements.
19. Contractor will provide a schedule to including construction milestones, task durations, and lead times for equipment. The schedule will be detailed by using number of days after contract award for each construction milestones, task durations, and lead times for equipment.

Condensing Boiler(s)

Furnish and install as shown on manufacturer's plans and operation and maintenance manuals, with all applicable codes and authorities having local, state and federal jurisdiction. The boiler(s) shall have a modulating output (exact size to be determined by design/build contractor) and shall be operated on Natural Gas with oil operation optional. Each boiler shall be capable of full modulation firing down to 20% of rated input with a turndown ratio of 5:1. There shall be two boilers, both with 100% capacity.

The boiler shall bear the appropriate ASME stamp for the boiler and system working pressure and shall be National Board listed. There shall be no banding material, bolts, gaskets or "O" rings in the header configuration. The boiler shall have a 316L stainless steel heat exchanger. The combustion chamber shall be designed to drain condensation to the bottom of the heat exchanger assembly including a condensate trap. The complete heat exchanger assembly shall carry a ten (10) year limited warranty.

The boiler shall be certified and listed by C.S.A. International under the latest edition of the harmonized ANSI Z21.13 test standard for the U.S. and Canada. The boiler shall comply with the energy efficiency requirements of the latest edition of the ASHRAE 90.1 Standard and the minimum efficiency requirements of the latest edition of the ASHRAE 103 Standard. The boiler shall operate at a minimum of 94% thermal efficiency at full fire and operate up to 98% thermal efficiency with return water temperatures at 90°F. The boiler shall be certified for indoor installation.

Construction

The boiler shall be constructed with a heavy gauge steel jacket assembly, primed and pre-painted on both sides. The combustion chamber shall be sealed and completely enclosed, independent of the outer jacket assembly, so that integrity of the outer jacket does not affect a proper seal. A burner/flame observation port shall be provided. The burner shall be of high temperature stainless steel to provide modulating firing rates. The boiler shall be supplied with a gas valve designed with negative pressure regulation and be equipped with a variable speed blower system, to precisely control the fuel/air mixture to provide modulating boiler firing rates for maximum efficiency. The boiler shall operate in a safe condition at a derated output with gas supply pressures as low as 4 inches of water column.

The boiler shall utilize a 24 VAC control circuit and components. The control system shall have an operator interface for boiler set-up, boiler status, and boiler diagnostics. All components shall be easily accessed and serviceable from the front of the jacket. The boiler shall be equipped with a temperature/pressure gauge or both; high limit temperature control with manual reset; ASME certified pressure relief valve set for 50 psi; outlet water temperature sensor; return water temperature sensor; outdoor air sensor, flue temperature sensor; high and low gas pressure switches, low water cut off with manual reset and a condensate trap for the heat exchanger condensate drain.

Modulating Gas Valve and Variable Speed Fan

The heat exchanger shall be capable of a 5 to 1 turndown ratio of the firing rate without loss of combustion efficiency. All burner material exposed to the combustion zone shall be of stainless steel construction. There shall be no moving parts within the burner itself. The burners shall produce <30ppm of NOx corrected to 3% excess oxygen. A modulating gas valve and variable speed fan shall meter the natural gas and air input, respectively. Oil combustion controls will meet

similar requirements.

Exhaust and Venting

Direct Vent system with horizontal sidewall termination of both the exhaust vent and combustion air will be implemented as allowed by applicable building code and existing architectural construction considerations. The flue shall be Category IV approved Stainless Steel, PVC or CPVC sealed vent material terminating at the sidewall with the manufacturers specified vent termination. A separate pipe shall supply combustion air directly to the boiler from the outside. The air inlet pipe may be PVC or CPVC sealed pipe. The boiler's total combined air intake length shall not exceed 100 equivalent feet. The boiler's total combined exhaust venting length shall not exceed 100 equivalent feet. The air inlet must terminate on the same sidewall as the exhaust.

Boiler Controls

The entire system shall be CSA, UL, or FM Recognized. The controller shall consist of a combustion safeguard. The combustion safeguard/flame monitoring system shall utilize spark ignition and a rectification type flame sensor. The boiler control system shall annunciate boiler & sensor status and include extensive self-diagnostic capabilities.

The boiler controller functions shall include outdoor air temp. enable/disable, outdoor air reset, pump delay with freeze protection, and pump exercise. The controller shall allow 0-10 VDC input connection for BMS control and must be optionally compatible with Modbus or BACNet communication.

The boiler control shall be capable of sequencing multiple boilers as needed to maintain proper loop temperature while achieving the best possible system efficiency.

Each boiler shall incorporate dual over-temperature protection with manual reset and an electric low water cut-off with manual reset, both in accordance with ASME Section IV and CSD-1.

New components of the heating hot water system, boilers, and boiler controls shall be incorporated into the existing Alerton control system. The cost for full implementation and commissioning by an Alerton approved representative shall be included in this proposal. Proper programming for efficient control shall be included in the scope including lead lag operation and boiler reset based on outdoor air conditions.

Installation

All aspects of installation of Boiler Plant shall be in strict accordance with manufacturer's instructions. The vent system *must conform to* all manufacturers' recommendations and shall utilize UL listed stainless steel AL-29-4C , PVC, or CPVC Positive Pressure venting materials. The vent must be sized in accordance with manufacturer's recommendations.

Boiler plant piping shall be field constructed of materials as specified. Each boiler shall have individually isolating shutoff valves by installing contractor for service and maintenance. Each natural gas boiler shall require a minimum gas pressure of 4" W.C. at full load rated capacity. Each gas boiler shall require a minimum gas pressure of 4" W.C. at full load rated capacity. For applications with gas supply pressure greater than 14" W.C., each boiler shall be provided with an individual supply gas regulator by installing contractor for proper gas regulation.

Proper balancing valves will be installed as required to ensure design water flow to the boilers. Balancing will be completed by an approved NEBB balancing contractor and will include an NEBB balancing report to be reviewed and accepted by the Town of Westbrook and/or their

representative.

Warranty

The pressure vessel/heat exchanger of the boiler shall carry a non-prorated 10-year warranty against failure due to condensate corrosion, thermal stress, mechanical defects or workmanship. All other components shall carry an 18-month warranty against failure due to defective materials or workmanship. A Warranty Certificate must be issued to the owner from the manufacturer and a copy of warranty must be submitted for engineer's approval.

Factory Authorized and Trained Start-up

Contractor shall provide the services of a local factory authorized representative to supervise all phases of equipment startup. A letter of compliance with all factory recommendations and installation instructions shall be submitted to the engineer with operation and maintenance instructions.

A. Submittals & Design Documentation

Product Submittal Requirements: Provide three copies of shop drawings and other submittals on hardware, software, and equipment to be installed or furnished. Provide drawings as AutoCAD 2006 (or newer) compatible files on magnetic or optical disk (file format: .DWG, .DXF, .VSD, or comparable) and 3 prints of each drawing on 11" x 17" paper. When manufacturer's cutsheets apply to a product series rather than a specific product, clearly indicate applicable data by highlighting or by other means. Clearly reference covered specification and drawing on each submittal.

Project Record Documents. Submit three copies of record (as-built) documents upon completion of installation for approval prior to final completion. Submittal shall consist of:

- Project Record Drawings. As-built versions of submittal shop drawings provided as AutoCAD 2006 (or newer) compatible files on magnetic or optical disk (file format: .DWG, .DXF, .VSD, or comparable) and 3 prints of each drawing on 11" x 17" paper.
- Commissioning Reports and Checklists. Completed versions of reports, checklists, and trend logs used to meet requirements.
- Operation and Maintenance (O&M) Manual.

B. Maintenance

Equipment will be installed to allow for full maintenance without removal of piping, equipment or permanent barriers. Oil filter maintenance shall be setup to change filters without shutting boilers down. All pressure and temperature gauges will be fitted with proper isolation valves to allow for replacement without shutting down the system.

C. Warranty

Warrant labor and materials for specified control system free from defects for a period of 12 months after final acceptance. Boiler system failures during warranty period shall be adjusted,

repaired, or replaced at no additional cost or reduction in service to Owner. Respond during normal business hours within 2-6 hours of Owner's warranty service requests

