

**STAMFORD COMMUNITY DEVELOPMENT OFFICE (SCDO)
Stillwater Heights Apartments Hardscape Improvements**

PERFORMANCE SCOPE REQUIREMENTS & GENERAL CONDITIONS

PERFORMANCE SCOPE REQUIREMENTS

The Contractor shall furnish all labor and materials to complete work per Exhibits A-1 (Sheet SE-1) and A-2 (Sheet SE-2), Redniss & Mead engineered drawings entitled "Pavement Repair Plan, Depicting 53-55 Stillwater Avenue, Stamford, CT", and dated August 14, 2015, and included hereto.

The Contractor shall labor and materials as required to install pole lamp furnished by Owner. Conduit and pole lamp base specifications are included in Exhibits A-1 and A-2.

Stillwater Heights is a fully-occupied apartment rental complex of 15 units. The Contractor shall ensure residents' access to and from their units at all times during the performance of the work, except as agreed upon with Owner in advance of occurrence, for previously established and limited periods, and in strict accordance with approved schedule.

GENERAL CONDITIONS

INDEMNIFICATION AND INSURANCE

A. Indemnification. The Contractor shall indemnify and save harmless the Inspirica and SCDP from liability for any injury or damages to persons or property resulting from performance of the Rehabilitation Work.

B. Insurance. CONTRACTOR and all subcontractors shall maintain paid-up insurance as will adequately protect the GRANTEE, Stamford Community Development Program of the CITY OF STAMFORD ("SCDP"), THE CITY OF STAMFORD and their respective agents, officers and employees for claims for damages for personal injury (including death) and/or damages to property, which may arise from or may in any way be related to the work hereunder, in such amounts as SCDP and/or the City of Stamford shall deem to be reasonably necessary to adequately protect CONTRACTOR, GRANTEE, SCDP, THE CITY OF STAMFORD and their respective employees, agents and officers. General liability shall be in amounts not less than \$1,000,000 per occurrence, and shall include operations liability, contractual liability, which insures any indemnities contained in the Agreement between the GRANTEE and the Contractor, products liability and

completed operations, which shall be maintained for a period of not less than three years following termination of the contract with the GRANTEE or completion of the services under this contract, whichever is later, personal injury and advertising liability and broad form property damage liability.

(1) Auto liability shall contain limits of liability not less than \$1,000,000 per occurrence, with coverage for all owned, non-owned, leased and rented vehicles. The GRANTEE, SCDP, THE CITY OF STAMFORD and their respective agents, officers, and employees shall be named as additional insured under the auto liability and general liability insurance required hereunder.

(2) Workers' Compensation insurance shall be maintained, which complies with the laws and regulations of the State of Connecticut. Employer's Liability insurance shall be maintained, with minimum limits of liability of \$1,000,000 each accident, \$1,000,000 disease – each employee and \$1,000,000 disease - policy limit.

(3) All risk property insurance covering the CONTRACTOR's machinery, equipment, materials and supplies.

(4) All insurance maintained by CONTRACTOR and subcontractors shall be primary insurance without any right of contribution from any insurance maintained by or on behalf of the GRANTEE, and / or SCDP and / or THE CITY OF STAMFORD.

(5) All premiums for such insurance coverage shall be paid by the CONTRACTOR, which, upon the signing of this Agreement, shall furnish GRANTEE, SCDP and the City of Stamford authenticated certificates of such insurance and shall maintain said policies in effect during the term of this Agreement.

(6) All insurance required hereunder shall contain waivers of subrogation against the GRANTEE, SCDP, the City of Stamford and their employees, agents and officers. The Contractor and its subcontractors agree to waive any right of claim for any personal injury or property damage against the GRANTEE, SCPD, the City of Stamford and their employees, agents and officers.

(7) Said policies shall provide that there shall be no cancellation of the same without first giving the GRANTEE, City of Stamford and the SCDP thirty (30) days prior written notice of the intention to cancel said insurance coverage, but said policies may not be cancelled by the CONTRACTOR without SCDP and the City of Stamford's written consent. Upon signing this Agreement, the CONTRACTOR recognizes its responsibility and obligation to notify the GRANTEE, the City of Stamford and SCDP in writing as to any intended cancellation of insurance coverage. Any violation of the provisions of this paragraph shall be deemed a material breach of this Agreement.

The contractor/subcontractor shall GUARANTEE all work, material and equipment for a period of one year. He/she shall promptly make all repairs and replace all defective materials and equipment during this period. The guarantee period shall commence after a Certificate of Occupancy and final payment has been issued.

The insurance certificate shall be issued to:

**STAMFORD COMMUNITY DEVELOPMENT OFFICE
CITY OF STAMFORD
PO BOX 10152
STAMFORD, CONNECTICUT 06904**

All manufacturers' warranties are to be extended to the owner.

OWNER'S RESPONSIBILITIES:

The owner shall have the right to select, whatever colors and models are involved within the framework of the budgeted allowance prior to the contractors ordering such materials.

The owner shall provide adequate on site space for safe storage of materials and if requested, for the contractors equipment and tools required for the performance of his work. The owner shall provide temporary utilities (heat, electric and water) to the contractor during the construction period unless otherwise agreed to by both parties.

The owner shall be responsible for the correction and/or removal of all Health, Fire and Building code violations of record not remedied by the specifications contained in this Scope of Work. The owner shall make provisions for the removal of furniture, accessories and/or personal possessions from the work areas before construction begins.

NOTICE TO CONTRACTORS AND PROPERTY OWNERS

SCDO requires that the General Contractor provide a cost breakdown specific to work performed by a Licensed Lead Abatement Contractor. The removal of asbestos and lead base paint from this structure must comply with all federal, state and local regulations. Both the owner and contractor are responsible for the safe removal and proper disposal of this hazardous material.

Special Lead Requirements

At least seven days prior to initiating lead abatement work, the General Contractor shall provide the owner and SCDO with the following:

- Name, address & phone number of the lead abatement contractor.
- Copy of lead abatement contractor's license.
- Certificate of Insurance (refer to insurance requirements and language provided in this document).
- List of lead abatement workers and copies of their "State Certifications".
- **[LC] - Work performed by lead contractor**
- **[LR] - Lead related work, lead contractor not required.**

Lead Safe Work Practices

The contractor's installers shall at minimum be trained in lead safe work practices or they must be supervised by a supervisor certified in lead abatement. The contractor must submit proof of such training to the SCDO office prior to commencing work.

Upon completion of each apartment unit the Stamford Health Department will conduct dust clearance tests on window sills, window troughs and floors within the work area. The contractor's cleanup must meet or exceed the clearance testing standards listed below. The contractor is responsible for subsequent cleanup and testing until standards are met.

**Floor - 40 ugs/sf
Window sills - 250 ugs/sf
Window Troughs - 800 ugs/sf**

Recovery Act

Section 1605 of the Recovery Act requires that all iron, steel and manufactured goods used in construction, alteration, repair or maintenance of a public building or public work project assisted with funds under the Recovery Act must be produced in the United States. This requirement can only be waived by the Secretary of the Department of Housing and Urban Development, if he finds that: (1) the requirement is inconsistent with public interest; (2) those goods are not reasonably available or produced in sufficient quantity in the U.S.; (3) or the use of the goods will increase the project cost by more than 25 per cent. Such a waiver would then have to be published nationally in the Federal Register. It is therefore expected that all grantees and contractors receiving Recovery Act funds adhere to these provisions, consistent with U.S. obligations under international agreements. Please submit with your bid a description of all materials proposed for use in the work bid, and the country of origin for all materials, so that compliance with “Buy America” provisions can be assured.

Accessibility Requirements

Any work assisted with funds from the City of Stamford, Office of Community Development must be compliant with the following Federal disability rights laws, as amended, and their relevant administering agencies’ guidelines:

Architectural Barriers Act
Section 504 of the Rehabilitation Act
Fair Housing Act
Americans With Disabilities Act

Energy Star Requirements

“All new and gut rehab residential buildings up to three stories shall be designed to meet the National Energy Five Star efficiency performance standard of 86. All procedures used for this rating (86) shall comply with National Home Energy Rating System guidelines.”

Davis Bacon

This 12 unit project will be funded in part with Federal monies. Davis Bacon Wage Rates will apply. All contractor’s working on this project will adhere to the wage determination included in the bid package and will submit required weekly payrolls and related forms to the Community Development Office.

OWNERS VERIFICATION

The preceding scope of work has been read carefully, it is fully understood and its content is complete. I understand that future revisions can be made only for unforeseen circumstances. Such revisions may alter the content of this scope of work, resulting in a price change for the work required by the contractor.

OWNER: _____ **DATE:** _____

OWNER: _____ **DATE:** _____

CONTRACTOR'S VERIFICATION

The preceding scope of work and plans, have been reviewed and I fully understand their content. I will submit a bid and perform all work as instructed by this bid package. I understand that any change to this scope of work must be directed by SCDO and fully executed by all parties.

CONTRACTOR: _____ **DATE:** _____

SCDO APPROVAL

Grants Coordinator: _____ **DATE:** _____