

GREENWICH PUBLIC SCHOOLS
Purchasing Department
290 Greenwich Avenue
Greenwich, Connecticut 06830
(203) 625-7411
Fax (203) 625-7677

EUGENE H. WATTS
Senior Buyer

October 3, 2017

Dear Sir/Madam:

You are invited to submit a bid for the Asbestos Abatement for Greenwich Public Schools. The attached bid specifications detail the requirements we are looking for.

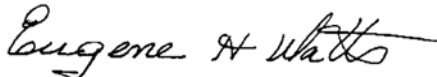
Proposers are urged to read all documents carefully and fill out all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions.

Proposals must be submitted on the schedule form attached hereto. All unit prices must be filled in. Each bid must be submitted with one (1) original and three (3) copies of the bid. Bidders must submit proposals in a clear, concise and legible manner so as to permit proper evaluation of responsive proposals. Faxed proposals will not be accepted. The original bid and copies must be in a sealed envelope plainly marked:

Asbestos Abatement Bid
Opening Date: 10/25/17
Opening Time: 10:00 A.M.
BID NUMBER: 2175-17

Sealed Proposals for supplying the above will be received by the Purchasing Department at the above address until 10:00 a.m. at which time they will be opened and read publicly. All proposers and other interested people are invited to be present at the opening of these proposals.

Very truly yours,



Eugene H. Watts

1. **BACKGROUND:**

The Town of Greenwich, CT is about 30 miles northeast of New York City and has a population of about 60,000 people. The Greenwich Public Schools enjoy a national reputation for excellence and have strong support from the community. Our fifteen public schools have a current enrollment of 9000 students and consist of eleven elementary schools (K-5), three middle schools (6-8), and one comprehensive high school (9-12). Our district also offers some pre-K and alternative high schools programs.

2. **CONTRACT LENGTH:**

This Request for Proposal is for awarding a contract to cover the period beginning immediately through June 30, 2019 with the option to extend if agreed upon by both parties. Once this proposal is awarded, the proposer must make arrangements to meet with Greenwich Public Schools if required.

3. **OPTION TO EXTEND:**

The Board of Education may, at their option and with the approval of the Consultant, extend the period of this agreement for the schools. If the Board of Education intends to extend the contract period, the Consultant shall be notified in writing by the Purchasing Department at least fourteen (14) calendar days prior to the expiration of the original contract.

4. **PROPOSAL EVALUATION CRITERIA:**

A committee composed of various administrators will evaluate proposals. The following criteria guidelines will be used in analyzing and evaluating this proposal.
Conformance to the requirements of this RFP, i.e. conformance to Terms, Conditions and Scope of Work. Proven skills and technical competence.
Background on the firm and resume of the consultant(s). For consultant firm, identification of personnel who will have principal responsibility.

5. **A NARRATIVE DESCRIBING THE FIRMS APPROACH TO UNDERTAKING THE SCOPE OF THE WORK INCLUDING:**

- A) Cost/service fee (overall cost to the Board of Education with all factors considered).
- B) Presentation to the selection committee, if requested.

6. **AWARD OF CONTRACT:**

The contract will be awarded by the Board of Education to the qualified firm or person at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services.

7. **PURPOSE:**

The Board of Education of the Greenwich Public School District of Greenwich, CT is soliciting proposals to provide Asbestos Abatement.

8. **OVERVIEW:**

The Board of Education of the Greenwich Public Schools wishes to solicit proposals from Asbestos Abatement costs to be applied to the work detailed.

9. **THE DETAILED PROPOSAL SHALL INCLUDE:**

An outline of the procedures to be used to provide Asbestos Abatement, and how cost estimates will be calculated and the names of the members of your firm who will be responsible for each phase of such work.

10. **SCOPE OF SERVICE :**

This contract is for the abatement of asbestos-containing materials, by persons who are knowledgeable, qualified and trained and who are State of CT licensed.

11. **SELECTION CRITERIA:**

A selection committee will review all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this Bid Document, will be considered as part of the Selection process.

Prospective Contractors shall submit documentation for the evaluation criteria listed below.

A. Experience

B. Ability to Perform the Work to Schedules

C. Regulatory Compliance – Abatement and remediation companies will be evaluated with respect to State or Federal Regulatory citations or letters of non-compliance. Provide a list of all such actions of the past 2 years.

D. Firm Location - Abatement and remediation companies will be evaluated with respect to geographic location and the ability to provide rapid response to emergency situations occurring within the district. Hours are job site only. No portal to portal charges shall be allowed. Emergencies must be responded to within 8 hours and company must be within 40 miles of the district.

Service professionals must hold current any required Connecticut licenses.

If invited to interview, it is anticipated that the persons representing the firm will be the same persons assuming the lead roles in the projects. These same persons shall be available to meet with Owner on an as-needed basis throughout the projects.

The proposal shall include resumes and experience in similar projects of the intended consultant as well as each professional that will be responsible for work in accordance with the preceding paragraphs.

The proposal should demonstrate familiarity with Connecticut requirements.

12. **FEE PROPOSAL:**

Indicate your Proposed Fee for all services as described in Part 5. The District reserves the right to provide payment in accordance with completion of services based on the Project Schedule.

13. QUESTIONS:

All questions must be directed to: bid_department@greenwich.k12.ct.us. In the subject line of your e-mail, please put "RFP 2170-17 Asbestos". All questions must be received no later than noon on October 12, 2017. All answers will be posted as an addendum to our website, www.greenwickschools.org no later than 4:00 p.m. on October 19, 2017. Failure to comply with these conditions will result in the proposer waiving his/her right to dispute the proposal specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

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

14. ACCEPTANCE:

The department will make determination of the acceptability of work. Work shall be completed in a responsive and professional manner and in accordance with the specifications.

15. GENERAL TERMS AND CONDITIONS:

Sealed proposals for furnishing Asbestos Abatement for Greenwich Public Schools, as specified on the attached proposal specification sheets, will be received at the time and date above. All proposers and other interested persons are invited to be present at the opening of these proposals that will take place at the Board of Education.

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

The Board of Education may consider proximity of vendor's service as a factor in determining lowest responsible proposal.

If the Board of Education deems it necessary, the Board of Education may postpone the date for the opening of these proposals by notifying each proposer by telephone, mail or the issuing of an addendum through our website.

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.

16. 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 proposal price.

17. COLLUSION AMONG PROPOSERS:

More than one offer from an individual, firm partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more than one proposal for the work contemplated will cause rejection of all proposers in which the proposer is interested. Any or all proposers will be rejected if there is any reason for believing that collusion exists among the proposers.

Participants in such collusion may not be considered in future offers for the same work. Each proposer, by submitting a proposal, certifies that it is not a part to any collusive action.

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

The successful proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful Proposer in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful Proposer is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulation shall, be deemed sufficient for the purpose of meeting the requirements of this section.

19. INTENTION:

The intention of this BID/RFP is to establish a contract with one or more contractors who will, upon request provide the time with the services, labor, and supplies described in this solicitation. This is no guarantee as to the amount of services, labor or supplies that the Board of Education may purchase during the term of this contract.

20. SCOPE:

The Contractor shall supply all labor, materials, equipment, services, insurance (with specific coverage for work on asbestos), and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications

1. The work specified herein shall include the abatement of asbestos-containing materials by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment. The Contractor shall have a competent person in control on the job site at all times and an Asbestos Abatement Site Supervisor during asbestos abatement work. This person must comply with applicable Federal, State and Local regulations that mandate work practices, and be capable of performing the work of this contract.
2. The Asbestos Contractor shall be licensed by the State of Connecticut in accordance with State of Connecticut Regulations, Sections 20-440-1 through 9 and 20-441. Should any portion of the work be subcontracted, the subcontractor must also be licensed in accordance with these regulations. Site supervisors and workers shall be certified in accordance with Sections 20-437 and 20-438 of the Connecticut General Statutes and Section 20-440-5 of the Regulations of Connecticut State Agencies. The licensing and certification requirements are available from the Environmental Health Services Division, Department of Public Health, 410 Capitol Avenue, P.O. Box 340308, Hartford, CT 06134-0308.

21. PERSONNEL PROTECTION:

1. Respiratory protection shall meet the requirements of OSHA as required in 29 CFR 1910.134 and 29 CFR 1926.1 101. Provide appropriate respiratory protection for each worker and ensure usage during potential asbestos exposure. Select respirators from among those jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11. Provide an adequate supply of filter elements for respirators in use.
2. Minimum respiratory protection shall be as follows:

Airborne concentration of asbestos, or conditions of use.	Required Respirator
Not in excess of 10 f/cc	Any powered air purifying respirator (100 x PEL) equipped with high efficiency filters or any supplied-air respirator operated in continuous flow mode.
Not in excess of 100 f/cc (1000 x PEL)	Full face piece supplied air respirator operated in pressure demand mode.
Greater than 100 f/cc (> 1 000 x PEL)	Full face piece supplied air respirator operated in pressure demand mode, equipped with an auxiliary or unknown concentration positive pressure self contained breathing apparatus.

- a. Respirators assigned for higher airborne fiber concentrations may be used at lower concentrations, or when required respirator use is independent of concentration.
- b. A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 microns in diameter or larger.
3. Provide and require all workers to wear protective clothing in Work Areas where asbestos fiber Concentrations exceed permissible limits established by OSHA. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings.

Ensure all contaminated protective clothing remains in the Equipment Room for reuse or disposal of as contaminated waste.

4. Ensure that all workers and authorized persons enter and leave the Asbestos Control Area through the Worker Decontamination Enclosure System.

22. EQUIPMENT REMOVAL PROCEDURE:

Clean surfaces of contaminated containers and equipment thoroughly by vacuuming with HEPA filtered equipment and wet wiping before moving such items into the Equipment Decontamination Enclosure System for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave the Asbestos Control Area through the Equipment Decontamination Enclosure System.

23. SEQUENCE OF WORK:

Proceed in accordance with the sequence of work as mutually agreed upon with the Owner. Work shall be divided into convenient Work Areas, each of which is to be completed as a separate unit.

The following sequence of work shall be used for the asbestos abatement work:

1. A visual inspection of the Work Area to determine pre-existing damage to facility components.
2. Release of floor area (Phase) to the Contractor.
3. All temporary utilities required for the project shall be on site and operational prior to the initiation of Asbestos work.
4. Removal of all movable objects from the Work Area undergoing abatement by the Contractor.
5. Abatement of all asbestos-containing materials by the Contractor.
6. Air sampling by the Owner's Project Monitor for re occupancy.
7. Rework activities as specified in other sections of this specification.
8. Cleanup by the Contractor. Work Areas must be returned to their original condition or better.

24. DELIVERY, STORAGE AND HANDLING:

Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description. Do not use damaged or deteriorating materials. Material that becomes contaminated with asbestos shall be decontaminated or disposed of as asbestos waste.

Work Included: Remove and dispose of asbestos containing materials in accordance with the Contract Documents. The location of the asbestos abatement work includes basement tunnels and crawl spaces at the Julian Curtiss School, as shown schematically in the attached Drawing (Attachment 020810-1).

The Work of this Section shall include, but not be limited to the following:

Access to basement crawl spaces and tunnels in compliance with all provisions of the OSHA Confined Spaces Standard, 29 CFR 1926.1200-

Construction of worker and waste decontamination facilities attached to basement crawl space access points.

Isolation of basement crawl space work areas with "critical barriers" and plastic sheeting.

Installation of HEPA negative pressure ventilation.

Removal of all asbestos pipe insulation and asbestos insulation debris in selected basement crawl space areas.

Removal of asbestos-contaminated soil to a depth of 3-inches beneath pipes and plumbing with asbestos insulation.

Detail cleaning of surfaces exposed to asbestos dust contamination in basement crawl spaces.

Transportation of asbestos-containing waste materials to an approved disposal site by a licensed asbestos waste hauler.

Disposal of asbestos-containing waste materials at an approved asbestos waste disposal site.

Reinsulation of pipes and plumbing fixtures in accordance with acceptable construction standards with non-asbestos insulation in areas where asbestos pipe insulation was removed.

Pre-Requisite Work: The Owner will be responsible for vacating the areas where work will take place and for insuring that all electrical services through the work area are properly shut down, locked out and tagged out in accordance with OSHA requirements. All work shall be completed while no student activities take place on the school campus.

The contractor shall comply with all applicable federal and state requirements including, but not limited to the following. Where the regulations specify conflicting requirements, the contractor shall follow the stricter requirement.

U.S. Environmental Protection Agency

National Emission Standard for Hazardous Air Pollutants (40 CFR 61, Subparts A and M)
Asbestos Hazard and Emergency Response Act (40 CFR 763)

U.S. Occupational Safety and Health Administration

Respiratory Protection Standard (29 CFR 1926.103)
Asbestos Construction Standard (29 CFR 1926.1101)
Hazard Communication Standard (29 CFR 1910.1200)

Connecticut Department of Public Health

Standards for Asbestos Abatement (Sections 19a-332a(1-16))
Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos
Consultation Services and Related Civil Penalties (Sections 20-440(1-9))

Asbestos in Schools Regulations (Section 19a-333(1-13))

Trade Association References

ANSI

ANSI Z9.2 - Fundamentals Governing the Design and Operation of Local
Exhaust Systems (1979: R 1991)
ANSI Z88.2 - Respiratory Protection (1992)

ASTM

ASTM E1368 - Visual Inspection of Asbestos abatement Projects (1990) ASTM E1494 -
Encapsulants for Spray- or Trowel-Applied Friable Asbestos- Containing Building Materials (1992)

UL 586 - High-Efficiency, Particulate, Air Filter Units (1990)

DEFINITIONS

Asbestos Containing Material (ACM)

Material containing more than one percent by weight of asbestos.

Amended Water

Water containing a wetting agent or surfactant.

Area Sampling

Sampling of asbestos fiber concentrations at stationary location which approximates the concentration of asbestos in the theoretical breathing zone but is not actually collected in the breathing zone of an employee.

Asbestos

A naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), amosite (cummingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.

Asbestos Control Area

Designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take place. For glove bag procedures, the work area shall also include the areas contiguous to where the procedure takes place.

Asbestos Fibers

Those fibers having an aspect ratio of at least 3:1 and longer than 5 micrometers as determined by NIOSH Method 7400.

Asbestos Worker

An individual certified by the State, who disturbs, removes, encapsulates, repairs, or encloses friable asbestos material.

Asbestos Worker Supervisor

An individual certified by the State, who supervises the asbestos workers during the asbestos project and ensures that proper asbestos abatement procedures as well as individual safety procedures are being adhered to.

Asbestos Permissible Exposure Limit

A fiber level of 0.1 fibers per cubic centimeter of air as an 8-hour time weighted average measured in the breathing zone as defined by 29 CFR 1926.1101.

Background

The ambient airborne asbestos concentration in an uncontaminated area as measured prior to any asbestos hazard abatement efforts. Background concentrations for other (contaminated) areas are measured in similar but asbestos free locations.

Contractor

A public authority or any other governmental agency or instrumentality thereof, self-employed person, company, unincorporated associations, firm, partnership or corporation and any owner or operator thereof, who engages in an asbestos project or employs persons engaged in an asbestos project.

Encapsulation

The coating or spraying of asbestos-containing material or the bare surfaces exposed after an abatement with a pigment (non-transparent) sealant.

Encapsulants

Pigmented (non-transparent) liquid material which can be applied to asbestos-containing material or the bare surfaces exposed after an abatement which temporarily controls the possible release of asbestos fibers from the material or surface either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

Friable Asbestos Material

Any asbestos or any ACM that can be crumbled, pulverized or reduced to a powder when dry, by hand or other mechanical pressure.

Glovebag Technique

A method for removing friable asbestos-containing material from heating, ventilation and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces. The glovebag assembly is a manufactured device consisting of a large bag (constructed of at least 6-mil transparent plastic), two inward-projecting long sleeve gloves, one inward-projecting water wand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object to be decontaminated and contains all asbestos fibers released during the removal process.

HEPA Filter

A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers mass median aerodynamic equivalent diameter.

Negative Pressure Equipment

A portable local exhaust system equipped with HEPA filtration. The system shall be capable of creating a negative pressure differential between the outside and inside of the work area.

Non-friable Asbestos Material

Material that contains asbestos in which the fibers have been immobilized by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not normally release asbestos fibers during any appropriate use, handling, storage or transportation. It is understood that asbestos fibers may be released under other conditions such as demolition, removal, or mishap.

PCM

Phase contrast microscopy (PCM) is a measurement protocol for the assessment of the fiber content of air (NIOSH Method 7400).

Personal Sampling

A method used to determine employees' exposure to airborne fibers. The sample is collected outside the respirator in the worker's breathing zone.

PLM

Polarized light microscopy (PLM) is a measurement protocol for the assessment of the asbestos content of bulk materials (40 CFR Part 763, Subpart F, Appendix A).

Project Monitor

The licensed person who has been retained by the owner to review the contractor's work practices and to perform area air sampling for the project.

TEM

Transmission electron microscopy (TEM) is the measurement protocol for the assessment of the asbestos fiber content of air. (40 CFR Part 763, Subpart E, Appendix A).

Time Weighted Average (TWA)

The TWA is an 8-hour time weighted average airborne concentration of asbestos fibers.

Wetting Agent

A surfactant or chemical agent added to water to improve penetration.

REQUIREMENTS

Medical Requirements

Medical Examinations

Provide medical requirements for all Asbestos Workers and Asbestos Worker Supervisors including, but not limited to medical surveillance and medical record keeping as listed in 29 Medical Records

Before exposure to airborne asbestos fibers, provide workers with a comprehensive medical examination as required by 29 CFR 1926.1101 and other pertinent State directives. This requirement must have been satisfied within the 12 months prior to the start of work on this contract. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos and within 30 calendar days before or after the termination of employment in such occupation. Specifically identify x-ray films of asbestos workers to the consulting radiologist and mark medical record jackets with the work "Asbestos".

Training

Train all persons involved in the asbestos control work in accordance with the State training criteria for Asbestos Workers or Asbestos Worker Supervisors. The contractor shall document the training by providing dates of training and the name and address of the training entity. Furnish each Asbestos Worker and Asbestos Worker Supervisor with respirator training and fit testing as required by 29 CFR 1926.1101. Fully cover engineering and other hazard control techniques and procedures.

Permits, Licenses and Notifications

Obtain necessary permits and licenses in conjunction with asbestos removal, hauling and disposal, and furnish notification of such actions required by Federal and State authorities prior to the start of work. The contractor shall pay all fees as required for notification, permit and variance application (as necessary), and for any licenses and certifications.

The Contractor shall send written notification to the following agencies as required by Federal and State regulations, and shall be responsible for payment of all fees attendant to such notifications:

Connecticut Department of Public Health
US EPA Region I NESHAPS Coordinator

Environment, Safety and Health Compliance

The contractor shall comply with any and all applicable Federal and State regulations, regardless of whether the regulation is cited in these specifications.

Respiratory Protection Program

Establish and implement a respirator program as required by ANSI Z88.2, 29 CFR 1926.1101, and 29 CFR 1926.103. Submit a written description of the program, including copies of personal air monitoring data for similar, previously-completed projects, to the Project Monitor.

Hazard Communication

Adhere to all parts of 29 CFR Part 1926.59, and provide the Project Monitor with a copy of the Material Safety Data Sheets (MSDS) for all materials brought to the site.

SUBMITTALS

Manufacturer's Catalog data

The contractor shall submit the following Manufacturer's Catalog Data, prior to starting the asbestos abatement work:

- Local exhaust equipment
- Vacuums
- Respirators
- Pressure differential recording instrument
- Amended water
- Glovebags
- Material Safety Data Sheets
- Encapsulants
- Waste Water Filtration Systems

Statements

The contractor shall submit the following Statements, prior to starting the asbestos abatement work:

Health and Safety Plan

Submit a detailed plan of the safety precautions and OSHA compliance program for the project. The plan shall include, but not be limited to lockout/tagout, fall protection and confined space entry procedures. The health and safety plan shall also include both fire and medical emergency response plans.

Testing laboratory

Submit the name, address, and telephone number of each testing laboratory selected for the analysis and reporting of personal air samples. Furnish evidence that the selected laboratory is an accredited participant in the AIHA PAT programs for airborne asbestos analysis.

Approval of asbestos waste disposal site and transporter

Submit copies of permits for the asbestos waste disposal site, transfer station and the waste transporter. If the Contractor plans to utilize in-state disposal facilities, prior approval will be required from the Department of Environmental Protection Agency (DEP).

Asbestos Worker and Supervisor certificates

Submit copies of each employee's State asbestos certification cards.

Medical certification

Provide a written certification for each Asbestos Worker and Supervisor, signed by a licensed physician indicating that the employee has met or exceeded all of the medical prerequisites listed herein and in 29 CFR 1926.1101 and 29 CFR 1926.103.

Respiratory protection program

Submit a written program manual or operating procedure including methods of compliance with regulatory statutes.

Field Reports

The contractor shall submit the following Field Reports, on a daily basis during the course of the asbestos abatement work:

Personal Air Sampling Results

The contractor shall provide copies of laboratory reports for personal air samples to the Project Monitor for review within 24 hours of the "time off" of the sample pump. Notify the Project Monitor immediately of any airborne levels of asbestos fibers in excess of the Asbestos Permissible Exposure Limits. Post a copy of the personal air sample results at a location accessible to the affected employees.

Pressure Differential Recordings for Local Exhaust System

For each work area, provide a local exhaust system that creates a negative pressure of at least 0.02 inches of water, relative to the pressure external to the enclosure and operate it continuously, 24 hours a day, until the temporary enclosure of the asbestos control area is removed. Submit records of the pressure differential recordings and the supervisor's inspection of the containment barriers daily. An electronic manometer must be used for the recordings.

Work Area Entry Log

The contractor shall maintain and provide to the Project Monitor a log of all employees and authorized visitors who enter asbestos work areas.

PRODUCTS

ENCAPSULANTS

Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 US EPA contract shall be used for lockdown encapsulation.

Latex paint with solids content greater than 15 percent shall be considered a lockdown sealant for coating all non-metallic surfaces.

WETTING AGENTS

Wetting agents (surfactants) shall conform to current US EPA requirements, and shall contain no toxic or hazardous substances as defined in 29 CFR 1926.59.

MASTIC REMOVAL SOLVENTS

Mastic removal solvents will not be required for this project.

EXECUTION

EQUIPMENT

At all times, provide the Project Monitor and employees with at least two complete sets of personal protective equipment (including disposable coveralls), as required for entry to and inspection of the asbestos control areas. Provide manufacturer's certificate of compliance for all equipment used to contain airborne asbestos fibers.

Respirators

Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH).

Respirators for Handling Asbestos

Provide personnel engaged in pre-cleaning, cleanup, handling, removal and demolition of asbestos materials with respiratory protection as indicated in 29 CFR 1926.1101 and 29 CFR 1926.103.

Exterior Whole Body Protection

Outer Protective Clothing

Provide personnel exposed to asbestos with disposable, whole body outer protective clothing, head coverings, gloves, and foot coverings. Provide disposable work gloves. Work gloves shall be disposed of as asbestos waste at the conclusion of the project. Make sleeves secure at the wrists, make foot coverings secure at the ankles, and make clothing secure at the neck by use of tape. Provide disposable undergarments for wear under the outer protective clothing.

Decontamination Facilities

As required by State requirements, provide attached personnel and waste decontamination facilities for each work area. Where attached decontamination facilities are not required, the contractor shall provide "remote" decontamination facilities within the building where the asbestos abatement area is located. Access to and from the asbestos abatement area should only be through the worker decontamination facility. Require workers to remove street clothes and don personal protective equipment before proceeding from the decontamination facility to the asbestos abatement area. On exiting the area, require workers to remove disposable coveralls and shower in the worker decontamination facility before putting on street clothes.

Eye Protection

Provide goggles to personnel engaged in asbestos abatement operations when the use of a full face respirator is not required.

Warning Signs and Label

Provide bilingual warning signs printed in English and Spanish (and the prevailing language spoken by employees) at all approaches to asbestos control areas. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide labels and affix to all asbestos materials, scrap, waste, debris, and other products contaminated with asbestos.

Warning Sign

Provide vertical format conforming to 29 CFR 1926.1101, minimum 20-in x 14-in, displaying the following legend in the lower panel.

Legend

Danger
Block Asbestos
Block Cancer and Lung Disease Hazard
Block Authorized Personnel Only
Block Respirators and Protective
Block Clothing are Required in this Area

Notation

1-inch Sans Serif Gothic or
1-inch Sans Serif Gothic or
1/4-inch Sans Serif Gothic or
1/4-inch Sans Serif Gothic or
1/4-inch Sans Serif Gothic or

Provide labels conforming to 29 CFR 1926.1101 of sufficient size to be clearly legible, displaying the following legend:

- DANGER
- CONTAINS ASBESTOS FIBERS AVOID CREATING DUST
- CANCER AND LUNG DISEASE HAZARD BREATHING ASBESTOS
DUST MAY CAUSE SERIOUS BODILY HARM

Local Exhaust System

For asbestos abatement areas, provide a local exhaust system in accordance with ANSI Z9.2 and 29 CFR 1926.1101 that will provide at least four air changes per hour inside of the negative pressure enclosure. Local exhaust equipment shall be operated 24 hours per day, until the asbestos control area is removed and shall be leak proof the filter and equipped with HEPA filters. Maintain a minimum pressure differential in the asbestos abatement area of minus 0.02 inches of water column relative to adjacent, unsealed areas. In no case shall the building ventilation system be used as the local exhaust system for the asbestos abatement area. Filters on exhaust system equipment shall conform to ANSI Z9.2 and UL 586. The local exhaust system shall terminate out of doors and remote from any public access or ventilation system intakes.

Tools

Vacuums shall be leak proof to the filter and equipped with HEPA filters. Filters on vacuums shall conform to ANSI Z9.2 and UL 586. Do not use power tools to remove asbestos containing materials unless the tool is equipped with effective, integral HEPA filtered exhaust ventilation systems. Remove all residual asbestos from reusable tools prior to storage or reuse.

WORK PROCEDURE

Perform asbestos related work in accordance with 29 CFR 1926.1101, 40 CFR 61-Subpart M, and applicable State regulations. Use wet removal and negative pressure enclosure techniques for all asbestos removal work.

Personnel shall wear and utilize protective clothing and equipment as specified herein. Eating, smoking, drinking, chewing gum, tobacco, or applying cosmetics shall not be permitted in the asbestos work or control areas. Personnel of other trades not engaged in the removal and demolition of asbestos containing materials shall not be exposed at any time to airborne concentrations of asbestos unless all the personnel protection and training provisions of this section are complied with by the trade personnel.

For abatement areas shut down the building heating, ventilating, and air conditioning system in the abatement area, cap the openings to the system, prior to the commencement of asbestos work. Disconnect electrical service where wet removal is performed and provide temporary electrical service with verifiable ground fault circuit interrupter (GFI) protection prior to the use of any water.

If an asbestos fiber release or spill occurs outside of the asbestos control area, stop work immediately, correct the condition to the satisfaction of the Owner/Project Monitor prior to resuming work.

Protection of Adjacent Building Areas

Perform work without damage or contamination of adjacent building areas. Where such areas are damaged or contaminated as verified by the Project Monitor using visual inspection or sample analysis, it shall be restored to its original condition or decontaminated by the contractor at no expense to the owner as deemed appropriate by the Project Monitor. This includes inadvertent spill of dirt, dust, or debris in which it is reasonable to conclude that asbestos may exist. When these spills occur, stop work immediately. Then clean up the spill. When satisfactory visual inspection and air sampling results are obtained from the Project Monitor, asbestos abatement work may be resumed.

Furnishings

Furniture, miscellaneous equipment and trash are found in the buildings. In areas where asbestos removal work will take place, the contractor shall move all furniture, miscellaneous equipment and trash from the asbestos control area.

Pre-cleaning

Wet wipe and HEPA vacuum all surfaces potentially contaminated with asbestos prior to establishment of an enclosure. Fixed objects within the proposed work area shall be pre-cleaned by HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclosed with 6-mil plastic sheeting sealed to protect from re-contamination.

Asbestos Control Area Procedures

The following requirements apply to asbestos abatement areas:

Isolation barriers

Isolation barriers (i.e., sealing off of all openings, including but not limited to windows, corridors, doorways, barriers, skylights, ducts, grills, diffusers, and any other penetrations of the work place) shall be installed with one layer of 6-mil plastic sheeting sealed with tape. All seams of HVAC or other system components that pass through the work place shall also be sealed.

Floor and Wall Plastic

In addition to the isolation barriers, floor and wall surfaces shall be sealed with a minimum of two layers of 6-mil plastic sheeting, except where the only ACM being removed in the area is vinyl asbestos floor tile, in which case the floor need not be sealed. The plastic layers on the floor shall extend 12 inches up the walls. Walls shall be covered with plastic sheeting down to the floor level, thus overlapping the floor material by a minimum of 12 inches. There shall be a distance of at least 12 inches between seams of adjacent layers.

Emergency and Fire Exits

Emergency and fire exits from the work area shall be maintained, or alternative exits shall be established in accordance with applicable codes and regulations. Exits shall be checked daily against exterior blockage or impediments to exiting. Entrances to the work place that will not be used for worker entry or emergency exits shall be locked to prevent unauthorized entry.

Sanitary Facilities

Adequate portable toilet and hand washing facilities shall be provided by the contractor.

Negative Pressure Enclosure

Provide negative pressure HEPA ventilation for the abatement areas as follows:

The negative pressure ventilation equipment shall operate continuously, 24 hours a day, from the establishment of isolation barriers through successful clearance air monitoring. If such equipment shuts off, adjacent areas shall be monitored for asbestos fibers.

A static negative air pressure of 0.02 inches (minimum) water column shall be maintained at all times in the work place during abatement to ensure that contaminated air in the work area does not filter back to uncontaminated areas. An electronic manometer must be utilized to measure and record this.

If more than one ventilation unit is installed, units shall be turned on one at a time while checking the integrity of all barriers for secure attachment and the need for additional reinforcement.

A dedicated power supply for the negative pressure ventilating units shall be utilized.

On loss of negative pressure or electric power to the negative pressure ventilating units, abatement shall stop immediately and shall not resume until power is restored and negative pressure ventilation equipment is operating again. When power failure or loss of negative pressure equipment lasts or is expected to last longer than one-half hour:

- the make-up air inlets shall be sealed airtight, and
- the decontamination systems shall be sealed airtight after
- the evacuation of workers and/or authorized visitors from the work area, and
- all adjacent areas shall be monitored for asbestos fiber concentration upon discovery of, and subsequently throughout the power failure.

Negative pressure ventilation equipment shall be installed and operated to provide at least one air change in the work area every 15 minutes.

Negative pressure ventilation equipment shall be exhausted to the outside of the building away from occupied areas.

At no time shall the negative pressure ventilation unit exhaust within 20 feet of a receptor or adversely affect the air intake ports, louvers, or entrances for the building or adjacent buildings.

Heavy duty ducting or equivalent, or larger, shape and dimension as that of the negative pressure ventilation exhaust port shall be used to exhaust to the outside of the structure.

All ducting shall be sealed and braced or supported to maintain airtight joints.

Careful installation shall be done to ensure that the ducting does not release fibers into uncontaminated building areas.

Routine smoke testing, air monitoring and daily inspections shall be performed by the Asbestos Worker Supervisor to ensure that the ducting does not release fibers into uncontaminated building areas.

Alternate Work Practices

No alternate work practices for this project have been sought. The Contractor shall be permitted to apply for any alternate work practices only with advance written approval from the Owner.

Asbestos Removal Procedures

Wet asbestos material with a fine spray of amended water during removal, cutting, or other handling so as to reduce the emission of airborne fibers. Place ceramic tiles, glass or other sharp-edged asbestos-contaminated materials in burlap bags prior to placement in 6-mil plastic disposal bags. Other asbestos materials which are unlikely to puncture the plastic shall be removed and placed directly into 6-mil plastic disposal bags. Remove asbestos containing material in a gradual manner, with continuous application of the amended water or wetting agent in such a manner that no asbestos material is disturbed prior to being adequately wetted. Where unusual circumstances prohibit the use of 6-mil plastic bags, submit an alternate proposal for containment of asbestos fibers to the Project Monitor for approval. Asbestos material shall be containerized while wet. At no time shall asbestos material be allowed to accumulate or become dry. Lower and otherwise handle asbestos containing material as indicated in 40 CFR 61-Subpart M.

Remove friable asbestos-containing insulation as follows:

1. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.
2. Remove outer layer of wrap while spraying amended water in order to saturate ACM. Spray with a fine mist of amended water or removal encapsulant. Allow time to saturate material to substrate.
3. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job molded fitting insulation in chunks and hand place in a disposal bag. Do not drop on floor.
4. Remove any residue on pipe, fitting or boiler with stiff bristle nylon hand brush or scraper/wire brush.
5. Remove all fibrous glass or other non-asbestos containing fibrous material and dispose of as asbestos containing waste.
6. Remove all saturated materials in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags.

Final Cleaning Procedures

Final cleaning procedures shall be initiated after gross removal and double-bagging of ACM waste has been completed. At a minimum, final cleaning shall consist of HEPA vacuuming and wet-wiping all exposed surfaces in the work area.

Lockdown Encapsulation

Lockdown encapsulation shall be applied to seal non-visible residue on all surfaces in the work area, including those surfaces from which ACM was removed. Encapsulant shall be applied using airless spray equipment. Spraying shall occur at the lowest pressure range possible to minimize fiber release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.

Air Sampling

The contractor is responsible for performing personal air sampling in accordance with 29 CFR 1926.1101. Area air sampling, including pre-abatement, during abatement and post-abatement will be carried out by the Project Monitor, as required by the client and in compliance with applicable State and Federal regulations.

Inspection of Work

While performing asbestos removal work, the contractor shall be subject to on-site inspection by the Project Monitor and other representatives of the owner. If the work is found to be in violation of this specification, the owner's representative will immediately issue a stop work order to be in effect and until the violation is resolved. All related costs including standby time required to resolve the violation shall be at the contractor's expense.

Final Visual Inspection

The contractor will notify the Project Monitor when asbestos removal is completed in each work area so that a final visual inspection can be scheduled. The Project Monitor will inspect the area, accompanied by Asbestos Worker Supervisor. During the course of the inspection, the Project Monitor will identify any areas where remedial action is required, including damaged containment barriers, defective or malfunctioning HEPA filter units, asbestos and non-asbestos debris, and any safety violations. If the area is deemed satisfactory by the Project Monitor, the contractor will be permitted to proceed with lockdown encapsulation of the work area. If the visual inspection is not satisfactory, the contractor will bear the added cost of re-cleaning and re-inspecting the area.

Clearance Air Testing

The Project Monitor will perform clearance air testing in each work area, after cleaning has been completed and lockdown encapsulation has dried. The contractor shall not dismantle the containment barriers, decontamination facilities or engineering controls until the Project Monitor provides an executed Certification of Final Visual Inspection (Attachment 020810-2) and laboratory analysis report indicating that the clearance air test results are satisfactory. The results of clearance air sampling will be deemed satisfactory if the criteria outlined in the Connecticut Standards for Asbestos Abatement are met. If the clearance air test results are not satisfactory, the contractor will bear the added cost of re-cleaning, re-inspecting and retesting the area.

Final clearance air testing will not be required in all abatement areas where demolition of the existing structure is to follow. This only applies if the building is not to be reoccupied and demolition is to follow immediately after the abatement, final visual and encapsulation are completed.

CLEAN-UP AND DISPOSAL

Disposal of Asbestos

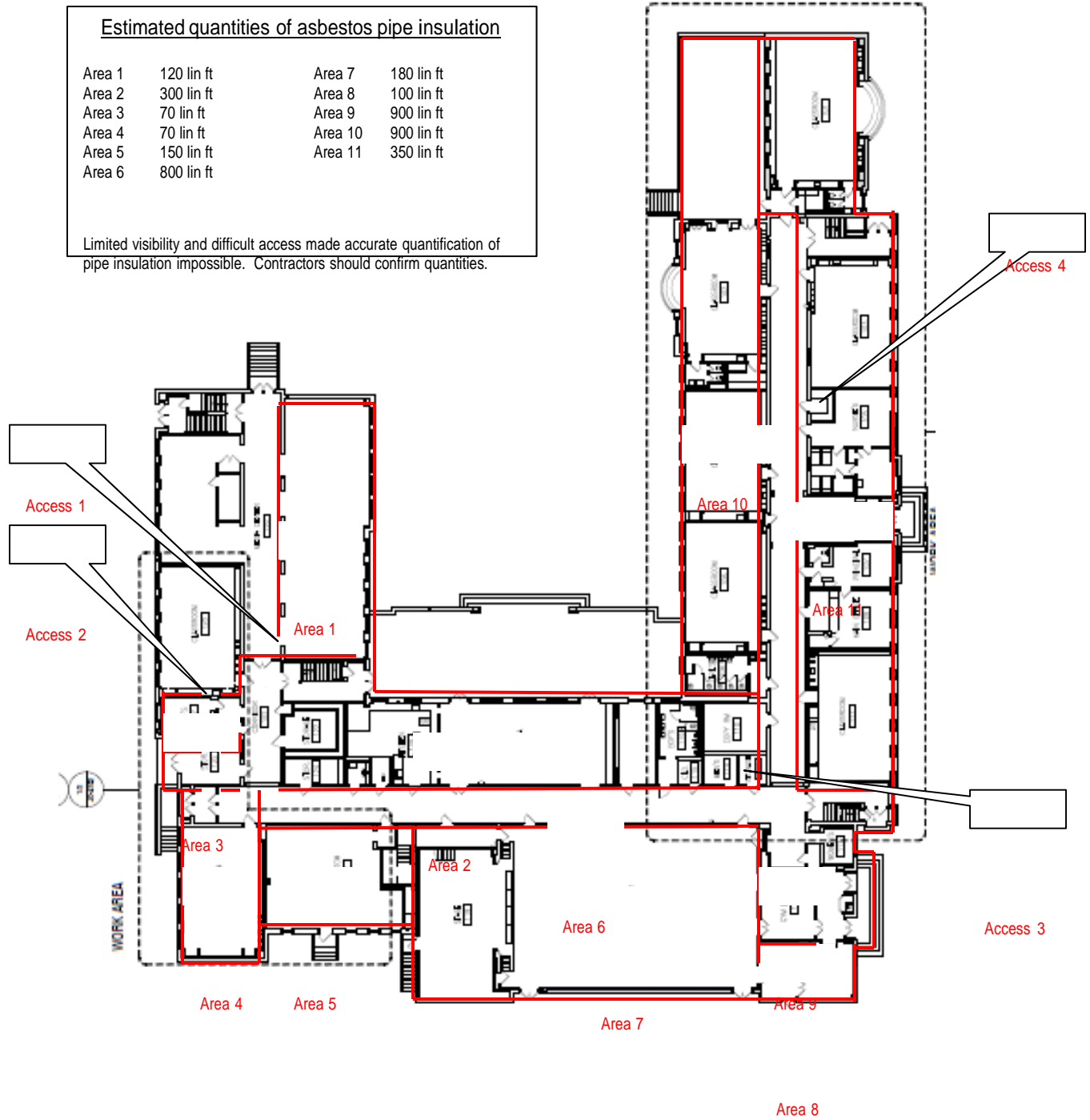
Procedure for Disposal

Collect asbestos waste, asbestos contaminated water, scrap, debris, bags, containers, equipment, and asbestos contaminated clothing which may produce airborne concentrations of asbestos fibers and place in sealed fiber- proof, waterproof, non-returnable containers (e.g. double 6-mil plastic bags, cartons, drums or cans). Wastes within the containers must be adequately wet in accordance with 40 CFR 61-Subpart M. Affix a warning and Department of Transportation label to each container and/or bag. The name of the waste generator and the location at which the waste was generated shall be clearly indicated on the outside of each container. Prevent contamination of the transport vehicle. These precautions include lining the vehicle cargo area with plastic sheeting and thorough cleaning of the cargo area after transport and unloading of asbestos debris is complete. Dispose of waste asbestos materials at an EPA and State-approved asbestos landfill. Consolidation of loads at an asbestos waste transfer station is permissible provided that the transfer station is properly permitted under regulations of the State of Connecticut. Workers unloading the waste containers shall wear appropriate respirators and personal protective equipment when handling asbestos materials at the disposal site.

Asbestos Waste Shipment Records

For each shipment of asbestos waste generated at the site, the contractor shall supply the owner with a properly executed Waste Shipment Record, in accordance with 40 CFR 61-Subpart M. The contractor shall notify the owner and contact the EPA regional office if a copy of the waste shipment record, signed by the owner or operator of the disposal site, is not received within 35 days of the date the waste was accepted by the transporter.

ATTACHMENT 020810-1 SCHEMATIC DRAWING OF BASEMENT CRAWL SPACES



ATTACHMENT 020810-2 CERTIFICATION OF FINAL VISUAL INSPECTION

Work Area: _____

CONTRACTOR'S CERTIFICATION

As the contractor's authorized representative, I have visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor), and certify that the area is free of any dust, debris, or asbestos-containing materials or residue. I further certify that the asbestos abatement work was carried out in conformance with the specifications and all applicable State, Federal and Local regulations.

Abatement Contractor's Representative

Date

PROJECT MONITOR'S CERTIFICATION

As the Project Monitor, I have performed a final visual inspection of work area and conducted clearance air testing. The inspection found the area free of visible asbestos residue, and clearance air test results met the release criteria for the work area.

Project Monitor

Date

All costs associated with the performance of repeat clearance air testing as the result of failed clearance air sample results shall be borne by the Contractor.

NON-COLLUSION AFFIDAVIT

**GREENWICH PUBLIC SCHOOLS
290 GREENWICH AVE
GREENWICH, CONNECTICUT**

State of _____:

County of _____:s.s.

I state that I am the _____ of _____
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.
- (2) Neither the price(s) nor the amount of this BID/RFP, and neither the approximate price(s) nor approximate amount of this BID/RFP, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before BID/RFP opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this BID/RFP, or to submit any intentionally high or noncompetitive BID/RFP or other form of complementary BID/RFP.
- (4) I fully understand that more than one offer from an individual, firm partnership; corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/proposer is interested in more than one BID/RFP for the work contemplated may cause rejection of all BID/RFP in which the bidder/proposer is interested. Any or all bidders/proposers will be rejected if there is any reason for believing that collusion exists among the bidders/proposers. Participants in such collusion may not be considered in the future offers for the same work. Each bidder/proposer by submitting a bid/proposal certifies that it is not a part to any collusive action.
- (5) The BID/RFP of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.

- (6) _____ its affiliates, subsidiaries, officers,
(NAME OF MY FIRM)
directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that
(NAME OF MY FIRM)

the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the bid/proposal for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of bids/proposals for this contract.

- (7) I agree to provide all services the date and time agreed on by

(NAME OF MY FIRM)

and the Greenwich Board of Education. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/proposer submits a bid/proposer on any item he/she will be responsible for delivering that item at the bid/proposal cost, in accordance with the attached above specifications, which were submitted with this bid/proposal and upon which the bid/proposal was made.

- (8) 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 official of the Town, or any person 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.
- (9) In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under or otherwise in the performance of such contract.
- (10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.
- (11) The Greenwich Code of Ethics can be found at www.greenwichct.org Code of Ethics stated as follows:

(2) **DEFINITION.**

- (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which as a direct or indirect interest in any transaction with the Town.
- (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town.
- (3) Town Officer shall mean and include any official, commission, committee, legislative body or other agency of the Town.
- (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies otherwise, for the use

and benefit of the Town for a valuable consideration, excepting the services of any person as a Town Officer.

(3) **GIFTS AND FAVORS.** No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

(4) **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 this proposal the proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Proposers. Employment Discrimination by the Contractor Prohibited.

SIGNATURE

SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR

THE COUNTY OF _____ AND THE

STATE OF _____ THIS _____

DAY OF _____, 2017

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

VENDOR INFORMATION. (Please print the following)

VENDOR NAME

ADDRESS

TELEPHONE

FAX #

E-MAIL

WEB SITE

PRINT NAME

TITLE

REFERENCES

Please list five (5) references where your company has performed these services.

1. _____
NAME AND ADDRESS

TELEPHONE # FAX # E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

2. _____
NAME AND ADDRESS

TELEPHONE # FAX # E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

3. _____
NAME AND ADDRESS

TELEPHONE # FAX # E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

4. _____
NAME AND ADDRESS

TELEPHONE # FAX # E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

5. _____
NAME AND ADDRESS

TELEPHONE # FAX # E-MAIL

CONTACT PERSON AND TELEPHONE NUMBER

PRICING 2018-19

	Summer 2018	Summer 2019
Area 8,9,6,2		
Area 1,3,4,5		
Area 10,11		
Area 7		

Pricing in summer 2018 should be escalated to account for 2019. The Board of Education may award the contract to span two years.

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 \$3,000,000.00
2. Town as Additional Insured
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. Ability to Return Contract and Insurance Documents Within Two (2) Weeks
8. 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

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: Facilities
Name and Address
Of
Contractor

Contract No.

Account Name:
Account Code:

This Agreement made this _____ 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

CONTRACTOR

By _____
Its

CORPORATE ACKNOWLEDGEMENT

STATE OF
COUNTY OF

}

ss: _____, 2017

Personally appeared _____ of _____
Name and title of Officer (Corporation)

Signer and sealer of the foregoing instrument, who being duly authorized and appointed by the Board of Directors of said Corporation, acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said _____, before me
(Corporation)

Notary Public (seal)

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT

(delete words in parenthesis if not a partnership)

STATE OF
COUNTY OF

ss: _____, 2017

Personally appeared _____, (one of the members of the partnership of) _____, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed (and the free act and deed of said partnership), before me

Notary Public (seal)

Approved as to legal sufficiency

Date _____

Town Counsel

I hereby certify that the estimated amount of this contract does not 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 in the year Two Thousand Fifteen (herein referred to as the "AGREEMENT"), by and between the Town of Greenwich, Connecticut, acting through Greenwich Public Schools hereunto duly authorized, "OWNER" and , acting through Greenwich Public Schools hereunto duly authorized, whose principal office is located at acting herein by , 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:

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 _____, Supervisor of _____.

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.

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 Department's 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.

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 _____

THE CONTRACTOR

BY _____

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
ATTN: 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 is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. **A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter **must follow exactly** the format provided by the Purchasing Department and **must be signed by the same individual authorized representative who signed the Acord form.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation. The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current 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/Board of Education / **Contract #**

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 has 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

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

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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
					<input type="checkbox"/> WC <input type="checkbox"/> OTH- 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

Additional Insured: Town of Greenwich/Board of Education is named as additional insured for Contract #

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: __	CANCELLATION
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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

