

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

TOWN OF VERNON

CONTRACT #1055-08/07/14

**REPLACEMENT OF CONDENSING BOILERS
AT THE WASTEWATER TREATMENT PLANT
LOCATED AT 100 WINDSORVILLE ROAD, VERNON, CT**

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LEGAL NOTICE

TOWN OF VERNON

CONTRACT #1055-08/07/14

RFP

**REPLACEMENT OF CONDENSING BOILERS
AT THE WASTEWATER TREATMENT PLANT
LOCATED AT 100 WINDSORVILLE ROAD, VERNON, CT**

INVITATION TO BID

The Town of Vernon, Connecticut is seeking qualified, licensed contractors to replace two (2) condensing boilers at the Wastewater Treatment Facility, 100 Windsorville Road, Vernon, Connecticut. A firm must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service.

There will be a mandatory walk-through of the Wastewater Treatment Facility, 100 Windsorville Road Thursday, July 24th, 2014 at 11:00 A.M.

A certified check or bid bond in the amount of five percent (5%) of the total bid must accompany each proposal. Copies of the RFP are available from the office of the Town Administrator from 9:00 AM until 4:30 PM, Monday through Wednesday, 9:00 AM until 7:00 PM on Thursday, and 9:00 AM until 1:00 PM on Friday; or anytime online at <http://www.vernon-ct.gov/legal-notices> with reference to Contract #1055-08/07/14.

All questions about the proposals should be directed to John D. Ward, Town Administrator, by e-mail at jward@vernon-ct.gov, with copies to David R. Ignatowicz, Director of Water Pollution Control, by e-mail at dignatowicz@vernon-ct.gov, no later than 3:30 PM on Thursday, July 31, 2014. Answers to all so received questions shall be posted by Monday, August 4, 2014 on the Town's website under the bid section at <http://www.vernonct.gov/legal-notices> with reference to Contract #1055-08/07/14.

Two (2) copies of all proposals should be submitted in a sealed envelope, with "**BID DOCUMENT – DO NOT OPEN – CONTRACT #1055-08/07/14**" clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by **11:00 A.M. on August 7, 2014**; at which time proposals shall be opened and read aloud publicly. E-mailed bids will not be accepted.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

Confidentiality: If Respondent believes that any information in its proposal should be treated as confidential, that material shall be clearly marked. The Town shall endeavor to protect confidential materials from disclosure to non-Town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

John D. Ward
Town Administrator

TOWN OF VERNON
OFFICE OF THE TOWN ADMINISTRATOR
VERNON, CONNECTICUT

STANDARD INSTRUCTIONS TO BIDDERS

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment and the furnishing of certain services. The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating such change in a section entitled "Special Instructions To Bidders".

- 1) The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
- 2) Proposals must be submitted on the enclosed form with any required bid security.
- 3) Bids shall be submitted in sealed envelopes, which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "**BID DOCUMENT -DO NOT OPEN -CONTRACT #1055-08/07/14**".
- 4) Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawals of bids, received later than the time and date set for the bid opening, will not be considered.
- 5) All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
- 6) The bidder shall insert the price per stated unit and extend a total price for each item. **IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.**
- 7) In accordance with the provisions of Section 12-412(a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
- 8) Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
- 9) The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.
- 10) The Town will not accept any additional charges for freight or shipping.
- 11) The successful bidder must carry Workers' Compensation Insurance, a minimum of \$2,000,000/\$2,000,000/\$2,000,000 Bodily Injury Liability Insurance, a minimum of \$2,000,000 Property Liability Insurance and a minimum motor vehicle liability insurance in the amount of \$2,000,000 Single Limit, or comparable coverage's.

12) All bids must be accompanied by bid security in the sum of not less than five percent (5%) of the total bid and shall be in the form of a bid bond, a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Vernon".

The bid security shall secure the execution of the contract by the successful bidder.

Should any bidder to whom an award is made fail to enter into a contract within ten (10) days, exclusive of Saturdays, Sundays and legal holidays, after notice of the award has been mailed to the bidder, the amount so received from the bidder through his/her bond shall become the property of the Town of Vernon, Connecticut as liquidated damages for failure.

The bid security, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than forty-five (45) days after the opening of the bids.

The bid security of the successful bidder shall be held until such time as all conditions of the proposal have been met.

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CONTRACT #1055-08/07/14

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LOCATED AT 100 WINDSORVILLE ROAD, VERNON, CT

SPECIAL INSTRUCTIONS TO BIDDERS

- 1) Read all specifications carefully.
- 2) Information or questions concerning this contract should be directed to David R. Ignatowicz, Director of Water Pollution Control, 100 Windsorville Road (Route 74), Vernon, CT 06066. Telephone (860) 870-3545.
- 3) All insurance documents must be submitted with the executed contract. Town of Vernon must be listed as Certificate Holder and Additional Insured.
- 4) Deviations: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding and must be attached to the "Proposal" section of the contract.
- 5) Not responsible for defects to electronically-mailed contracts.
- 6) This project requires funding by the Vernon Water Pollution Control Authority. Such funding approval will be requested after bidding.
- 7) **Attendance at the site meeting is mandatory. Failure to attend will disqualify a bidder.**

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SPECIFICATIONS

There will be a mandatory walk-through of the Wastewater Treatment Facility on July 24, 2014 at 11: a.m. Failure to attend will disqualify a bidder.

Note: The Preliminary Treatment Building at the Water Pollution Control Facility is currently serviced by three AERCO condensing boilers. Only two will be replaced after which the third boiler will be removed and utilized for spare parts.

The installation is to include all necessary operating controls, safety controls, required piping, circulating pumps, electrical wiring and any other appurtenances necessary to provide a properly operating boiler system.

The Contractor is to provide a one-year warranty covering workmanship. The Contractor will be responsible for securing permits from the Vernon Building Department and completion of the project will be subject to final inspection of the same. Permit costs will be limited to the State of Connecticut portion only.

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SPECIFICATIONS

PART 1 – CONDENSING HOT WATER BOILER

A. MANDATORY CODE AND PERFORMANCE COMPLIANCE:

1. Boilers shall have been Certified in accordance with ANSI Z21.13 test standard - ASHRAE 90.1 Standard and ASHRAE 103 Standard - American National Standard/CSA Standard for Gas-Fired Low Pressure Steam and Hot Water Boilers; ANSI Z223.1 (NFPA 54) for Gas-Fired Boilers; ANSI/ASME CSD-1 Controls and Safety Devices for Automatically Fired Boilers; and National Electrical Code (NFPA 70).
2. Commercial Boiler Efficiency Certification Program AHRI Directory of Certified AHRI Certified™ Ratings list of Boilers that have earned the AHRI Certified mark.
3. Connecticut General Statutes, Chapter 540, Boilers and Water Heaters.
4. Where reference is made to all of the above standards, the revision in held in effect by the Awarding Authority Having Jurisdiction at the time of bid opening shall apply.

B. APPROVAL CRITERIA:

1. Boiler shall meet or exceed scheduled I=B=R Capacities and Ratings and will be held to strict compliance with these Contract Documents. Non-I=B=R/AHRI Certified Boilers shall not be considered acceptable. Emissions shall conform to South Coast Air Quality Management District specifications.
2. To be considered acceptable, any Boiler manufacturer shall have achieved third-party verification and obtained Certification of their performance ratings as administered by AHRI (Air Conditioning, Heating and Refrigeration Institute) under the GAMA/I=B=R testing procedures, and shall be listed in the AHRI Directory of Certified Product Performance lists. Boiler manufacturer shall be required to provide the Certified Reference Number and Approved Status under the previously specified performance criteria at Submittal stage. This Certification number shall be available for Rebate application from the local Gas Utility, confirming the installation of an “Approved” appliance.
3. GAMA/I=B=R Efficiency Rating and Certification programs that test and certify the performance Commercial water heating equipment shall be designed to meet the Federal guidelines for third party certification programs. Testing to ANSI Z21.13 CSA or UL is not equivalent and shall not be acceptable third party Performance Efficiency Certification.

4. Boiler shall also be safety certified and listed by C.S.A. International under the latest edition of the harmonized ANSI Z21.13 test standard for the U.S. and Canada and shall comply with the energy efficiency requirements of the latest edition of the ASHRAE 90.1 Standard. Boiler shall be AHRI Certified to 92% Thermal Efficiency, with Oxides of Nitrogen (NO_x) less than 20 ppm corrected to 3% O₂. Boiler shall operate up to 98% Thermal Efficiency with return water temperatures at 90° F. or below.
 5. Installing Contractor shall obtain from the Boiler Manufacturer Form H-2 Manufacturers Data Report for Watertube Boilers as required by the Provisions of the ASME Code Rules, Section IV and shall transmit to the Owner after Boiler installation for Record Purposes.
 6. Installing Contractor shall include, as part of his Contract, all charges and costs for Boiler testing, start-up, checkout, adjusting, field and State inspections, including service contracts for systems and equipment as here-in-after specified. Provide signed documentation to the Awarding Authority for completion of specified procedures.
 7. Contractor shall obtain certificate of boiler inspection after boiler installation has been completed and pay all fees associated with such inspection. After receipt of certificate of Inspection, Installing Contractor shall furnish a suitable glass front frame in which to place said certificate. Frame, with Inspection certificate inserted therein, shall then be placed on or posted in a suitable location within the Boiler room in which the new Boilers have been installed.
 8. It shall be the responsibility of the Installing Contractor to deliver ASME H-2 Forms, O&M manuals, together with complete wiring and piping diagrams, to the Owner/User and to obtain a receipt for the instructions.
- C. ELECTRICAL COORDINATION: (Coordinate with the Electrical Contractor to provide the following):
1. All Boiler room wiring from the main disconnect switch panel to all Boiler controls, Boiler Circulators, Indirect DHW circulators, system circulators, Limit circuit, Operating controls, gas valves and actuators, switches and additional control devices shall be furnished and installed under this section of the work by the HVAC Subcontractor and shall conform to the job standards as established by Division 16000.
 2. Boiler Control circuit shall be taken from a two-wire branch circuit, one side grounded, not exceeding 150 Volts, line to line. All safety control switching shall be accomplished in the hot ungrounded conductor and through the 24V low voltage wiring provided by the Boiler manufacturer and in accordance with the manufacturers instructions and recommendations.
 3. Control system wiring shall comply with ASME CSD-1 requirements. An electrical thermal switch fused to break the ungrounded conductor in the main circuit at 165° F. Shall be installed in the main power line within six feet over the top of the Boiler. If the ceiling above the Boiler exceeds 12 Ft. In height, an additional thermal switch shall be installed on the ceiling and series connected with the lower switch. Fuse protection for the control circuit shall be provided. A manually operated remote heating plant shutdown switch shall be furnished and installed just outside the Boiler room door and shall be marked for easy identification. If there is more than one (1) Boiler room door, there shall be a switch located at each door. Shutdown switches must be wired to disconnect all power to the Boiler controls.

4. All wiring for the Boiler shall be rated for the Maximum operating temperature to which it may be exposed. All wiring between components shall have copper conductors not less than 18 AWG and constructed in accordance with the NEC/NFPA 70. All field installed romex, conduit, junction boxes and the like shall be installed so as not to interfere with the Boiler manufacturers recommended cleaning and maintenance procedures.

D. STAINLESS STEEL BOILER:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Lochinvar, FBN1500 or a comparable product by one of the following:
 - a. Bosch Thermotechnology, SB625W5-480
 - b. Viessmann, CT3-46

E. CATEGORY IV SEALED COMBUSTION BOILER:

1. Each Boiler shall be factory assembled and fire-tested, requiring only connection to the water circulating system, fuel/electric utilities, condensate drain and flue gas vent. Factory fire-test results and complete operating and maintenance instructions are to be furnished with the Boiler.
2. Boiler heat exchanger shall be constructed of 316L stainless steel, fire tube heat exchanger. The boiler shall be able to operate in a full-flow system, or a variable flow system using variable frequency drives on the system pumps, without requiring the use of a three-way valves or primary/secondary piping loops. Water tube boilers, or Boilers manufactured of Aluminum or Cast Iron, or Boilers with secondary heat exchangers are not equivalent and shall not be considered acceptable.
3. Each Boiler shall be capable of full modulation firing down to 4% of rated input with a turndown ratio of 25:1. Low Fire input shall be not greater than 60 MBH. Boiler shall operate at a minimum of 92% thermal efficiency at maximum input as Certified with AHRI. Boiler shall operate up to 98% thermal efficiency with return temperatures at 90° F. or below.
4. As previously specified, each Boiler shall bear the ASME "H" stamp for 160 PSI Maximum water working pressure and shall be National Board listed where applicable. There shall be no banding material, bolts, gaskets or "O" rings in the header construction. The heat exchanger shall be designed for a single-pass, flow through design and will drain condensation to the bottom of the heat exchanger assembly. The complete heat exchanger assembly shall carry a ten (10) year limited warranty.
5. Each Boiler shall be constructed with a heavy gauge steel jacket assembly, primed and pre-painted on both sides. The combustion chamber shall be sealed and completely enclosed, independent of the outer jacket assembly, so that integrity of the outer jacket does not affect a proper seal. A flame observation port shall be provided. The burner shall be a premix design and constructed of high temperature stainless steel with a woven metal fiber outer covering to provide modulating firing rates. The Boiler shall be supplied with a gas valve designed with negative pressure regulation and be equipped with a variable speed

blower system, to precisely control the fuel/air mixture to provide modulating boiler firing rates for maximum efficiency. The Boiler operate in a safe condition at derated output with gas supply pressures as low as 4.00" Ins. and shall automatically compensate for fluctuations of gas supply pressure between 4.00" Ins. w.c. and 14" Ins. w.c. inlet gas pressure. If inlet gas pressure exceeds 13" W.C., a 100% lock-up type gas pressure regulator of adequate size shall be installed in gas supply piping and adjusted to prevent pressure in excess of 13" W.C

6. Boiler Management Control (BMCS) system shall include a liquid crystal touch screen display for boiler set-up, boiler status and boiler diagnostics. All components shall be easily accessed and serviceable from the front of the jacket. Control system shall provide for multiple boiler control and operation with Compensated Water Reset Control, Cascade Lead/Lag, password security, outdoor air reset, pump delay with freeze protection, pump exercise, domestic hot water prioritization and PC port connection.
7. Boiler Management Control System (BMCS) shall have alarm contacts for any failures, runtime contacts and data logging of runtime, ignition attempts and ignition failures. In addition, the BMCS shall allow 0-10VDC input connection for external BMS control and have built-in "Cascade" to sequence and rotate while maintaining modulation of up to eight boilers without utilization of an external controller. The control may be compatible with optional ModBus communication.
8. Each Boiler shall be equipped with two terminal strips for electrical connections as follows:
 - a. A low voltage board with 30 data points for: Safety and operating controls; Alarm contacts; Runtime contacts; Louvre Proving Switch; Two Flow Switches; Tank Thermostat; Remote Enable/Disable (Wall Thermostat/Zone Control); System Supply Sensor; Outdoor Sensor; Tank Sensor; Modbus Building Management System signal and Cascade Control Circuit.
 - b. A high voltage terminal strip shall be provided for Supply Voltage. Supply Voltage shall be 120V/60Hz/single phase. The high voltage terminal strip plus integral relays shall be provided for independent pump control of the System pump, the Boiler pump and the Domestic Hot Water pump. The System pump and boiler pump dry contacts shall be sized for up to 1-1/2 Hp/120V, 3 Hp/240V or 30 amp pumps.
9. The control system shall monitor both boiler lockout and limit circuits to automatically skip over those boilers that are powered down for maintenance, tripped or otherwise will not start. The control shall be compatible with Modbus RTU protocol. The control system shall be fully integrated into the Boiler Cabinet and incorporate single and multiple boiler control logic, inputs, outputs and communication interfaces. Using parameter menu selections, the control system shall allow the boiler to respond to remote system water temperature and outside air temperatures and warm weather shut down or building automation system remote start/stop commands.
10. The Boiler shall be equipped with: temperature/pressure gauge; a system supply sensor; outdoor sensor; tank sensor; high limit temperature control with manual reset; ASME certified pressure relief valve set for 80 PSI; outlet water temperature sensor; return water temperature sensor; outdoor air sensor, flue temperature sensor; ventless High and Low gas pressure switches; low water cut off with manual reset and a condensate trap for the heat exchanger condensate drain.

11. Probe LWCO shall incorporate a Burner circuit test switch that, when depressed, will test out the control circuit by dropping out the Burner if the circuit is properly wired. Boiler shall be fitted with either a float type or a probe type LWCO located above the lowest safe permissible water level established by the Boiler manufacturer. LWCO shall be UL listed and FM approved, suitable for commercial hydronic heating service at 80 PSI.
12. Each Boiler shall be installed and vented as shown on the Plans and as specified below:
 - a. Vent System shall be as manufactured by Secure Seal™ SSID by Security Chimneys International or comparable from eVent™ PLUS2 by Schebler Chimney Systems, or ProTech Systems (Simpson Dura-Vent Co.) FasNSeal W2.
 - b. Vent system shall be of the factory built type, designed for use in conjunction with Category I, II, III or IV condensing or non-condensing gas fired appliances or as specified by the heating equipment manufacturer. Maximum continuous flue gas temperature shall not exceed 550 degree F. Vent shall be listed for a maximum positive pressure rating of 6" w.c. and shall have passed at 35" w.c. Vent manufacturer shall provide factory welded leak-proof seams or equipped with factory built-in seals. Field applied sealants shall not be considered acceptable.
 - c. All products furnished under this Section shall conform to the requirements of The National Fuel Gas Code, ANSI Z223.1 / NFPA-54 where applicable and shall comply with and be listed to UL 1738, the U.S. Standard for Venting Systems for Gas –Burning Appliances, Category II, III and IV and ULC-S636-95, the Canadian Standard for Type BH gas vent systems. Components coming in direct contact with products of combustion shall carry the appropriate UL or ULC.
 - d. The vent shall be constructed with an inner and outer tube, where the annular air space between the tubes is 2" inches and filled with mineral wool insulation. The inner tube (flue gas conduit) shall be constructed from AL29-4C® stainless steel, with a minimum wall thickness of .020" for 4" through 12" diameter vents, and .024" for 14" to 24" diameter vents. The outer tube (jacket) shall be constructed from 441 stainless steel, with a minimum wall thickness of .020" for 4" through 10" diameter vents and .024" for 12" through 24" diameter vents. Aluminized steel outer tube shall not be considered acceptable.
 - e. All system components such as vent supports, roof or wall penetrations, terminations, appliance connectors and drain fittings required to install the vent system shall be listed to UL/ULC standard and provided by the vent manufacturer.
 - f. Vent shall pitch a minimum of ¼ inch per lineal foot down towards boiler. Clean, debur pipe ends and joint areas and seal for air and water tight joints.
 - g. Combustion Air: Schedule 80 solid PVC pipe, CPVC, ABS, Galvanized, Dryer Vent, or Stainless Steel sealed pipe.
 - h. The vent system shall be continuous from the appliance's flue outlet to the vent termination outside the building. The vertical vent shall be routed through the designated vertical chase. All system components shall be listed to UL or ULC standard and supplied from the same manufacturer.

- i. The Manufacturer shall warrant the Positive Pressure Vent System against defects in material and workmanship for a period of 15 years from the date of original installation. Any portion of the vent repaired or replaced under the warranty shall be warranted for the remainder of the original warranty period.
13. This Contractor shall furnish and install a condensate neutralizing box complete with limestone granules shipped loose for field installation. A condensate trap assembly shall be furnished if a condensate collection tray is not provided by the Boiler manufacturer. The trap allows condensate to drain from sump while retaining flue gases in the boiler. The trap has factory installed overflow switch, which shuts down the boiler in the event the drain line becomes obstructed, preventing proper condensate removal.
14. If the point of condensate disposal is above the trap, a condensate pump shall be required to move the condensate to the drain. If overflow from the pump would result in property damage, select a pump with an overflow switch. Wire this switch in series with installer provided external high limit, to shut off the boiler, and, if desired, in series with installer supplied alarm, to trigger an alarm in the event of overflow.
15. Condensation removal unit shall be Hartell or equal to Little Giant VCMA series, Underwriters Laboratories listed vertical type pumping units. They shall have ½ gallon leakproof flame retardant, rustproof high impact ABS tank, motor and pump with stainless steel shafts. Unit shall have snap action operating float switch and auxiliary safety overflow switch. Unit shall be capable of pumping 70 GPH against 20 Feet of Head. Motor shall be 1/30 Hp for 1 Phase/120 Volts. Shutoff head shall be not less than 15 feet.

F. INSTALLATION REQUIREMENTS:

1. Substitution of equipment by the Installing Contractor which is to be wired, piped or welded shall detail and include any additional changes involved for work or wiring over and above that required for the equipment specified. The approval of substitution of equipment does not relieve the Installing Contractor from the responsibility for any valid charges for additional work which may have to be performed by other trades as a result of any substitution
2. Owners Instructions: Installing Contractor shall provide the services of a technical individual to instruct Owner's Operating Personnel in the over-all operation of the Boilers, and Control Panel. Boiler manufacturer's representative shall also be provided for additional training in boiler care and maintenance.
3. An initial Hydrostatic pressure test of 80 PSI shall be conducted on each Boiler for a period of not less than 5 hours. Tests shall be of such duration as necessary to ensure that the Boiler has been installed and piped correctly with no leaks or other improper operating conditions.
4. All field tests after the Boiler has been installed and connected to the system shall be limited to not more than 80 PSI. Installing Contractor shall furnish all equipment, piping, labor, staging, fittings, valves, hoses and other materials and shall pay all required permits for Inspection as may be required to perform such tests as may be directed by these Contract Documents and as required by the Owners Insurance Underwriters and the State Boiler Inspector.

G. PERFORMANCE TESTING:

1. Installing Contractor shall supervise all phases of Boiler installation, pressure testing, startup, and training of operating personnel. Installing Contractor shall also provide all installation verification inspections, system functional and safety operational tests, and heating system capacity verification tests.
2. The Boiler manufacturers Representative shall provide the start up, final adjusting and testing of the Boiler and controls in the presence of the Consulting Engineer, ATC/DDC start up representative and the Owners operating personnel. State Gas inspector, and gas company representative shall also be in attendance when applicable. Boiler manufacturers representative shall also provide training on the Boilers and Controls and in boiler care and maintenance to Owners Operating Personnel.
3. General: Initial start-up, testing and adjustment shall comply with all applicable Local and State Regulations and requirements. Start up and final adjustment shall be in accordance with the Boiler manufacturer's start-up instructions. Test and adjust Boiler for maximum efficiency. Test and adjust combustion controls, and boiler controls for proper operation and maximum system efficiency. Replace damaged or malfunctioning controls and equipment in accordance with the manufacturers warranty requirements.
4. Boiler shall be started and adjusted utilizing instruments to verify that the boiler is operating within acceptable tolerances of the factory fire test report. Copies of a written report of the start-up, including the factors of the factory fire test and the factors of the start-up, shall be furnished to the Engineer.
5. Installing Contractor shall guarantee the entire installation for a period of One (1) Year from the date of Owner Acceptance and beneficial usage by the Owner and Date of Final Payment.

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BID PROPOSAL

TO: Town of Vernon
14 Park Place
Vernon, CT 06066

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

- A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Vernon (the Town) is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- B. He has read the information contained herein relating to the work;
- C. That in the event a Contract, as contemplated by this Proposal, is awarded to him, he will enter into a written Contract with the Town, and agrees that in case he fails so to do, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and that he will, by such Contract, agree to furnish all materials herein required within the time stipulated by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment therefore the following sums, to wit:

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BID PROPOSAL

The undersigned representative of _____
hereby submits the following bid proposal on the equipment and/or work as specified:

- 1) Total cost to supply all material and installation of same on Town of Vernon site.

_____ DOLLARS

\$ _____

Name, address and insurance information of installer if subcontracted.

- 2) WORK SHALL BE COMPLETED 45 CALENDAR DAYS FROM CONTRACT AWARD.
EXTENSION SUBJECT TO WRITTEN APPROVAL BY DIRECTOR OF THE WATER
POLLUTION CONTROL DEPARTMENT.

- 3) BID BOND ATTACHED: YES _____ NO _____

- 4) Bidder shall submit the name, address, responsible party and phone number of four or more
municipalities where comparable work was completed. If none, state so.

1) _____

2) _____

3) _____

4) _____

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BID PROPOSAL

5) The undersigned declares that the signer of this proposal is:

- a) INDIVIDUAL doing business as
- b) PARTNERSHIP doing business as
- c) CORPORATION entitled

organized under the laws of the State of _____ and having its principal offices at _____.

The names of all partners of a partnership or the principal offices of a corporation will be submitted upon request.

Signature of Authorized Representative

Print Name and Title

Print Firm Name

Print Street Address

Print City, State and Zip Code

Contact Name

Area Code and Telephone Number

I _____, hereby certify that I do not hold any executive or appointive office in the government of the Town of Vernon; furthermore, I do not anticipate holding or seeking office in the Town of Vernon for the duration of this contract. I further certify that the firm, which I represent, as named above, is an Equal Opportunity Employer.

Date

Signature

TOWN OF VERNON

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CONTRACT

This agreement, made and concluded by and between the Town of Vernon, a Municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Town Administrator duly authorized, hereinafter designated the "Town" and _____ hereinafter designated the "Contractor".

A. WITNESSETH, That said Contractor has agreed, and by these presents does for his, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Town, for the consideration hereinafter mentioned and contained, and under the penalty expressed in bonds hereunto annexed, that the said Contractor shall and will, at his, its, or their own proper charge, cost and expense furnish all materials in accordance with this contract and the specifications which are a part hereof, viz.;

REPLACEMENT OF BOILER LOCATED AT 100 WINDSORVILLE ROAD, VERNON, CT
all to be in accordance with the terms of the proposal for said material submitted to the Town Administrator of the Town, and made part of this contract.

B. TOWN ADMINISTRATOR TO BE JUDGE. The Town Administrator of the Town and his duly authorized representatives, hereinafter referred to as the "Administrator" shall be judge of the character, nature and fitness of all the materials furnished under this contract.

C. (1) CONTRACTOR RESPONSIBLE FOR WHOLE WORK. The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Administrator.

(2) DEFECTS IN MATERIAL. In the case the nature of the defect(s) is such that it is not expedient to have them corrected, the Administrator shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

(3) PARTIAL PAYMENT NOT ACCEPTANCE. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town, nor the presence of the Administrator or inspectors, or their supervision or inspection of work or materials, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

D. (1) COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall furnish the material contracted for within the time stated therefore in the specifications for this work.

(2) EXTENSION OF TIME. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Administrator, provided, however, that no claim for an extension of time for any reason shall be allowed, unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed, shall be given by the Contractor to the Administrator.

(3) TIME LIMITS. All time limits stated in the Contract Documents are of the essence of the Contract.

E. (1) CONTRACTOR'S DUTIES AND LIABILITIES. The Contractor shall comply with all local, state and national laws and regulations, and with all Town ordinances in the prosecution of the work, and shall secure all necessary permits and licenses.

(2) CONTRACTOR LIABLE FOR DAMAGES.

a. The Contractor shall indemnify and save harmless the Town, its officer, agents and servants against and from all damages, costs and expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor, or of or from any negligence in guarding said work, or of or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.

b. Employees' Compensation Insurance shall be as provided by Connecticut law and custom.

c. See specifications for required types of insurance.

d. Sub-contractors must be protected by insurance the same as the principal contractor.

e. It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Town by virtue of his promise to hold the Town harmless so that in the event that any claim results in a settlement or judgment in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

f. Certificates of the insurance company or companies, must be submitted to the Administrator before the Contractor starts work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Administrator.

g. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful violation of this Contract.

(3) PATENTS. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any material furnished under this contract, and shall pay any damages or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

F. AVOIDANCE OF CONTRACT. If this Contract shall be assigned without the written consent of the Administrator, or if at any time the Administrator shall be of the opinion that the work on said material is necessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said material cannot be supplied within the required time, the Administrator may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take appropriate measures, in the judgment of the Administrator, to insure the satisfactory completion of the work, he may notify the Contractor in writing, to discontinue all work on said material under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work and cease to have the right or claim to possession of the material; and the Town may, by means of such other agents or contractors as shall to it seem advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such materials, except as otherwise provided. The Contractor shall not remove any portion of the materials after receiving such notice as aforesaid. And said Town is hereby authorized and empowered to apply sums of money due or to become due to said Contractor under this Contract by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

G. (1) PAYMENTS. The Town will pay and the Contractor will receive, as full compensation for furnishing such materials, the amount stated in the proposal, or the sums of money computed at the several unit prices stated in the proposal submitted by the Contractor to the Administrator. A copy of the proposal is made a part of this Contract. The Town may make such deductions from these sums as are provided for in this Contract.

(2) FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of Final Application for Payment, the Administrator will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the contract fully performed, he will promptly issue a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Administrator's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein had been fulfilled.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

(3) NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

H. CONTENTS OF CONTRACT. The information for bidders, the proposal, the specifications, together with special provisions following herewith, and the bond and any and all additions which may be inserted or attached to any, or all of the sections as listed above, together with the drawings named in the information for bidders are made a part of this Contract.

I. **AUTHORITY AND DUTIES OF INSPECTOR.** An Inspector is a representative (but not a duly authorized representative as referred to in Article B of this Contract) of the Administrator assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. Inspectors shall be authorized to inspect all work done on materials furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. In case of dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Administrator. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor to approve or accept any portion of the work, nor to issue instruction contrary to the plans and specifications. The Inspector shall not act as foreman or perform other duties of the Contractor nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Administrator of the Town in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

J. **FAIR EMPLOYMENT PRACTICES.** The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, condition or privilege of employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testify or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such manner as not to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices".

K. **LAWS AND JURISDICTION.** The parties hereto agree that this contract is subject to the laws and jurisdiction of the State of Connecticut.

L. **COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.** The Contractor hereby agrees that he is aware of and has complied with the hiring and documentation requirements of the Immigration Reform and Control Act of 1986.

The Contractor agrees that it has asked for and examined documentation in order to verify the legal employability of its employees and has executed the appropriate forms attesting thereto pursuant to the Act.

The Contractor further agrees to indemnify and hold the Town harmless from any costs and/or penalties incurred, including but not limited to fines, attorney's fees and costs arising from a claim of violation of said Act.

M. DISPUTES. The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

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

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

_____ day of _____, 2014.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____

John D. Ward
Town Administrator

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

_____ day of _____, 2014.

Signed in the presence of:

By: _____