

TOWN OF SIMSBURY
DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070

INVITATION TO BID FOR

**ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES AT
SIMSBURY TOWN HALL, ENO MEMORIAL HALL, AND SIMSBURY PUBLIC LIBRARY
DPW 2023-08**

The Town of Simsbury is soliciting bids for ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES AT SIMSBURY TOWN HALL, ENO MEMORIAL HALL, AND SIMSBURY PUBLIC LIBRARY for three (3) hydraulic passenger elevators from qualified, licensed general contractors or elevator contractors.

Sealed proposals will be accepted by Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 a.m., Thursday, May 25, 2023.

Specifications and bidding documents may be obtained electronically via the Town's website at the following link: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. Bid documents will not be mailed or faxed.

**STANDARD INSTRUCTIONS TO BIDDERS
ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES AT
SIMSBURY TOWN HALL, ENO MEMORIAL HALL, AND SIMSBURY PUBLIC LIBRARY**

1. Project Overview:

The ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES AT SIMSBURY TOWN HALL, ENO MEMORIAL HALL, AND SIMSBURY PUBLIC LIBRARY project includes the modernization of two (2) traditional, in-ground hydraulic passenger elevators and one (1) hole-less hydraulic passenger elevator. The extent of hydraulic elevator work is hereby defined to include, the repair and renovation of the three (3) hydraulic Passenger Elevators in existing simplex operating configuration at the Town of Simsbury Town Hall (In-Ground) (933 Hopmeadow Street), Eno Memorial Hall (In-Ground) (754 Hopmeadow Street), and Public Library (Hole-Less) (725 Hopmeadow Street).

The scope of work for this project includes furnishing all labor, materials and equipment required to complete the project as specified.

SUMMARY – THE MODERNIZATION OF TWO (2) TRADITIONAL IN-GROUND HYDRAULIC PASSENGER ELEVATORS AND ONE (1) HOLE-LESS HYDRAULIC ELEVATOR INSTALLED AT THE FOLLOWING TOWN OF SIMSBURY MUNICIPAL PROPERTIES:

Property	Elevator Number	Landings Served	Lifting Capacity / Speed	Type / Installation Date
Town Hall 933 Hopmeadow Street	128-0027	GA, GB, 1A, 1B, 2 Front and Side Opening	2,500 pounds / 125 fpm	General Elevator of Hartford In-Ground Hydraulic (1983)
Eno Hall 754 Hopmeadow Street	128-0024	B, 1, 2 Front Opening	2,100 pounds / 125 fpm	Dover In-Ground Hydraulic (1983)
Simsbury Public Library 725 Hopmeadow Street	128-0036	1, 2 Front Opening	2,000 pounds / 125 fpm	Dover Hole-Less Hydraulic (1984)

2. Key Event Dates:

Invitation to Bid Issued	April 4, 2023
Walk-Through	April 25, 2023
Bids Due	May 25, 2023
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

3. Bid Submission Instructions:

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Bid for Town of Simsbury – ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES AT SIMSBURY TOWN HALL, ENO MEMORIAL HALL, AND SIMSBURY PUBLIC LIBRARY". If forwarded by mail or courier, the sealed envelope must be addressed to "Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the office of the Director of Finance prior to 10 a.m., May 25, 2023. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.
- B. Ditto marks or words such as "SAME" must not be used for the bid to be considered.
- C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.
- H. Bidder must fill out the following BID RESPONSE FORM in triplicate and submit with the bid package.

BID RESPONSE FORM**FORM OF BID to be submitted on Bidder's letterhead.**

Date: _____

Mr. Thomas J. Roy, P.E.
 Director of Public Works/Town Engineer
 The Town of Simsbury
 933 Hopmeadow Street
 Simsbury, CT 06070

E-Mail: pubworks@simsbury-ct.gov

Re: Town of Simsbury Elevator Modernization and Maintenance –
 Passenger Elevators 128-0024, 128-0027, 128-0036.

Dear Mr. Roy:

I have examined the Bid Documents for the Elevator Modernization and Maintenance Project at The Town of Simsbury Town Hall, Eno Memorial Hall, and Public Library and submit this Bid.

I also acknowledge receipt of addenda (if none, so state).

No. _____ Date _____, No. _____ Date _____, No. _____.

I agree:

- * To accept all provisions of the Contract Documents listed;
- * To adhere to the work schedule under risk of penalty for failing to complete required work within the specified period;
- * To hold my Bid open for 45 days after Bid due date;
- * To enter into and execute a Contract if awarded on the basis of this Bid;
- * To utilize the Work Schedule and Value Form sample provided with the Contract Documents and made part thereof, during the construction process.

The Contractor is advised that this project is a Capital Improvement project. The appropriate forms shall be supplied to the Owner by the Contractor. The Contractor shall be responsible for the filing of all forms.

1. The modernization of One (1) Hydraulic Passenger Elevator 128-0027 at Simsbury Town Hall. \$ _____
2. The modernization of One (1) Hydraulic Passenger Elevator 128-0024 at Eno Memorial Hall. \$ _____
3. The modernization of One (1) Hydraulic Passenger Elevator 128-0036 at Simsbury Public Library. \$ _____

BASE BID TOTAL (1, 2, 3): \$ _____

Deduct Alternates:

A. Retain Existing Cab Interiors:

Town Hall (\$ _____)

Eno Memorial Hall (\$ _____)

Public Library (\$ _____)

B. Retain Existing In-Ground Hydraulic Cylinders:

Town Hall (\$ _____)

Eno Memorial Hall (\$ _____)

Public Library Not Applicable

Proposed Project Schedule attached for Town review: _____
(Initials)

4. Bore Hole Re-Drilling Costs (If Necessary): \$ _____
(Per Day with Standby Labor)
5. The maintenance of three (3) Hydraulic Passenger Elevators as per the terms of The State of Connecticut Elevator Maintenance Contract, to commence after the warranty period has ended. \$ _____

Hourly Labor Cost (Including Fringe Benefits)

- A. Team \$ _____ per hour
- B. Adjuster \$ _____ per hour
- C. Mechanic \$ _____ per hour
- D. Helper \$ _____ per hour
- E. Operator \$ _____ per hour

Wholesale Metal and Metal Products Index for the month of _____.

SIGNED _____

TITLE _____

FOR _____
(Company Name)

DATE _____

4. Questions:

Any questions about this project should be directed to: Mr. Thomas J. Roy, Director of Public Works/Town Engineer by fax at (860) 408-5416, via email at Pubworks@simsbury-ct.gov, or by mail to Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092. To receive consideration, such questions must be received by end of business day on Friday, May 12, 2023. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective bidders. Such addenda will become part of this Invitation to Bid and the resulting contract. At least two (2) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: www.simsbury-ct.gov/finance/pages/public-bids-and-rfp. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

5. Presumption of Bidder Being Fully Informed:

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

6. Pre-Bid Conference:

A walk-through has been scheduled for Tuesday, April 25, 2023 at 8:00 AM, starting in the Main Meeting Room at the Simsbury Town Hall, 933 Hopmeadow Street, Simsbury, CT 06070. This walk-through is not mandatory but is strongly encouraged.

7. Interpretation of Acceptable Work:

All work on this project is to be in accordance with the specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. Work is to be done in a clean and workmanlike fashion and meet industry best practices for quality and performance.

8. Wage Rates:

State of Connecticut Department of Labor Prevailing Wage rates apply for any contract for new construction over \$1,000,000, and contracts for renovations of over \$100,000. Copies of these wage rates are incorporated in the Contract Documents for reference, contractor is responsible for confirm current rates with Connecticut Department of Labor. Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment insurance of both State and Federal government. Contractors must submit certified payroll documentation with each payment application for processing. Payment applications will not be approved without certified payroll.

9. Tax Exemptions:

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax-exempt forms will be provided to the successful bidder(s) as part of the contract award process.

10. Insurance Requirements:

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute & \$100,000 employers liability limit.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$2,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$2,000,000
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

Insurance under B, and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works/ Town Engineer prior to the signing of the contract and within ten (10) days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works/ Town Engineer shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works/ Town Engineer.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

11. Substitution for Name Brands:

~~Should brand name items appear in this bid, the bidder must attach specifications for any substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.~~

12. Awarding the Bid:

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

Bid Alternates will be awarded if it is determined to be in the best interest of the Town. The Town reserves the right to award any and all alternatives in the order that best suits the Town.

13. Rejection and/or Cancellation of Bids:

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

14. Delivery Arrangements: Not applicable

15. Bid Bond: Each BID must be accompanied by a certified check or bank draft, payable to the Town of Simsbury, or a satisfactory BID Bond executed by the bidder and an acceptable surety, in an amount equal to five (5%) percent of the total Base Bid. The certified check, bank draft, or Bid Bond shall be retained as a guarantee that if the proposal is accepted, the Bidder will post with the OWNER, a Performance, Labor and Material Bond in the full amount of the contract, submit the required insurance certificates, and to sign a contract. Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

- A. As soon as the Bid prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Performance, Labor, and Material Bond have been submitted and the required insurance certificates have been filed, after which it will be returned. If a BIDDER refuses to sign a contract or cannot obtain satisfactory Bonds, the Owner will retain his Bid security as liquidated damages, but not as a penalty.

16. Performance and Payment Bonds: The successful bidder will be required to furnish a Performance bond and a payment bond each equal to 100 percent (100%) of the contract price.

17. W-9 Form

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

18. Submittals:

The Bidder shall, as soon as practicable, but not exceeding fifteen (15) calendar days after notification of selection of the award of the bid, furnish to the Owner, in writing, the following:

- A. Designation of the Work to be performed by the Contractor's own forces
- ~~B. Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work~~
- C. Project work schedule

19. Agreement Documents:

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if issued

20. Appendices:

- a. None

END OF STANDARD INSTRUCTION TO BIDDERS

BID FORM
ELEVATOR MODERNIZATION AND MAINTENANCE
SERVICES

Pursuant to and in compliance with the "Invitation to Bid" and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, and anything else reasonably necessary to complete all work per the attached specifications.
- If awarded this Contract, we will execute a Contract with the Town of Simsbury, Owner of the property.

In submitting this BID, the BIDDER acknowledges that:

1. Each lump sum price includes all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER'S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

Submitted By: _____
Company *Phone*

Street

City

Zip

Authorized Signature: _____
Signature *Printed Name*

BID FORM
ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES

TOTAL for ABATEMENT and Disposal of Hazardous Materials:

_____dollars;

TOTAL for DEMOLITION of Single-Family House, all associated work, and disposal of materials:

_____dollars;

GRAND TOTAL:

_____dollars;

PROJECT DURATION:

Estimated Duration (Days) Start to Finish: _____
Not to exceed ninety (90) days

Submitted By:

Company Name

Signature/Title (Printed)

Date: _____

IF A SOLELY OWNED COMPANY:

Company Name _____
 Address _____
 Town _____
 By _____
 (Authorized Signature)
 Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of

_____, composed of officers as follows:

 President

 Secretary

 Vice President

 Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of

_____, composed of partners as follows:

 Name & Title (if any)

 Name & Title (if any)

 Name & Title (if any)

 Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

**BID FORM
BIDDER'S QUALIFICATIONS STATEMENT**

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: _____
2. BIDDER's Tax Identification Number: _____
3. What year was company organized/formed? _____
4. How many years has the BIDDER been engaged in business under the present firm or trade name?

5. What is the general character or type of work performed by the BIDDER? _____

6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? _____
If yes, explain with whom and why: _____

7. For other similar projects the BIDDER has under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

NOTE: The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that the BIDDER's present organization has completed within the past ten years or is presently working on, including name of project, owner, and name and telephone number of the owner's representative. Indicate here how many additional pages attached: _____pages.
9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDER's organization, including its officers:

Indicate the number of pages attached: _____pages

NOTE: If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.

PROPOSED SUBCONTRACTORS

BIDDER intends to utilize the following subcontractors on this project:

If none, write "None" here: _____

NAME AND ADDRESS
OF SUBCONTRACTOR _____

DESCRIPTION OF WORK:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

**STANDARD SPECIFICATIONS
ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES**

SECTION 14210**TOWN OF SIMSBURY – HYDRAULIC PASSENGER ELEVATORS****PART 1 - GENERAL**

- 1.01 DESCRIPTION OF WORK – THE MODERNIZATION OF TWO (2) TRADITIONAL IN-GROUND HYDRAULIC PASSENGER ELEVATORS AND ONE (1) HOLE-LESS HYDRAULIC PASSENGER ELEVATOR FOR THE TOWN OF SIMSBURY, CT.
- A. The extent of hydraulic elevator work is hereby defined to include, the repair and renovation of the three (3) hydraulic Passenger Elevators in existing simplex operating configuration at The Town of Simsbury Town Hall (In-Ground), Eno Hall (In-Ground), and Public Library (Hole-Less). Work shall consist of, but shall not be limited to, the following:
1. Review of existing equipment. Existing equipment, associated with the thresholds, sills and jambs, shall be allowed to remain as long as acceptance is documented by the manufacturer and approved by the Consultant. Should replacement be required, replacement shall match other scheduled elevator improvements.
 2. Replacement of all associated equipment, switches, disconnects, interlocks, piping, cabling and lighting required by code. Existing relay control system shall be replaced with a Simplex CPU controller that can integrate with ANSI 17.1 smoke detection elevator recall. Work shall also include removal and relocation of all items located within hoistway unrelated to elevator operation (i.e. items non-compliant with existing codes), together with all incidental work necessary to successfully modernize existing hydraulic elevators and hoistways in accordance with local, state and federal regulations.
 3. Cab renovations shall include provisions for new operating panel, emergency call system, ADA compliant annunciators, call buttons and graphics, together with all incidental work necessary to successfully modernize the existing hydraulic elevators in accordance with local, state and federal regulations.
 4. Power Supply: Refer to Electrical Drawings for characteristics of power supplied for elevator machinery and for lighting and service outlets, including fused disconnect switches or circuit breakers for power supply line disconnect.
 5. Removal and proper disposal of all equipment controls, finishes, accessories, and spoils removed in modernizing existing equipment.
 6. Existing guide rails shall be retained and reused. Guide rails shall be cleaned, all brackets and rail bolts tightened, and joints adjusted and filed smooth. New adjustable guides shall be provided and adjusted for smooth, comfortable rides in both directions of travel.

7. Replace existing power unit that controls the flow of oil to and from existing in-ground hydraulic cylinder and plunger assembly. Replacement shall include, but not be limited to motor, pump, control valve, gaskets, o-rings, piping, electrical line starter and wiring necessary to successfully modernize existing hydraulic elevators and hoistways in accordance with local, state and federal regulations.
8. The elevator contractor shall provide conduit or duct wiring and fittings necessary for proper integration and operation of equipment. Conduit or duct wiring and fittings shall be furnished and installed in accordance with the manufacturer's standard methods and shall be in compliance with the national electric code.
9. Travel cabling with coaxial cable and 10% spare conductors shall be replaced, and shall be of the best grade for the service. The cable shall be hung so that proper size loop may be obtained. It shall have a fire resistant outer cover that shall meet the underwriter's standard tests. All wiring installed shall be stranded copper and conform to UL standards. Proper shielding shall be provided where applicable. All wiring shall be neatly routed in metal conduit and secured. Entire wiring system shall be tested for insulation to ground.
10. Elevator Manufacturer shall be required to coordinate with the applicable divisions to provide the following services:
 - a. Provision of 75-degree bevel guards on all projections, recesses or setbacks within hoistway over 2 inches, except for the loading and unloading side of hoistway.
 - b. Provision of blockouts/cutouts through wall and the grouting/patching of masonry as required to perform all installation work (i.e. new hall call stations, annunciators and signal fixtures) and maintaining of fire wall rating while maintaining existing aesthetic appearances.
 - c. Provision of GFIC convenience outlet, light fixture and light switch within the elevator pit. Light switches shall be easily accessible from lowest hoistway doors.
11. Contractor shall be responsible for providing all necessary permits for welding, gas burning and cutting associated with the performance of all work.
12. Contractor shall be responsible for providing and/or coordinating the de-activation and activation of all fire, smoke and/or combustion sensors associated with the performance of his work.

1.02 QUALITY ASSURANCE

- A. Elevator Code: Except for more stringent requirements as indicated or imposed by governing regulations, comply with applicable requirements of the "American Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks" (ANSI A17.1 2013) published by the American Society of Mechanical Engineers, hereinafter referred to as the "Code".

- B. Electrical Code: For electrical work included in the elevator work, comply with the "National Electrical Code" (latest edition), by NFPA.
- C. Fire Resistance: Comply with NFPA Standard No. 80 for construction and installation of hoistway entrances. Provide each door unit bearing UL label of approval ("B" label, except as otherwise indicated) as a "Fire Door".
- D. Testing: Comply with Code requirements for testing of elevator components and materials.
- E. Elevator Manufacturers: Elevator shall be the products of one firm or corporation engaged in the business of installing and servicing high grade elevators, for a minimum of 10 years, possessing sufficient shop equipment, technical organization, and maintenance facilities and having demonstrated ability to design, construct and maintain elevators of the types covered by the contract.
 - 1. Elevator hydraulic unit, controller, and associated equipment shall be in accordance with specification requirements and of highest quality and grade of new materials.
 - 2. Elevator components in hoistway including signal equipment shall be suitable for operating in a structure without any climate controls. Materials and equipment must be adequately protected against corrosion due to possible humidity in the hoistway.
 - 3. Elevator equipment shall be installed, adjusted, tested and placed into operation by competent personnel under the supervision and in the direct employ of the elevator system manufacturer.
 - 4. Maintenance service shall be performed solely by the elevator contractor and shall not be assigned or transferred to any agent or other subcontractor.
 - 5. Basic elevator equipment shall be products of the elevator manufacturer. Motors, accessories and appurtenances which are products of another manufacturer of established reputation shall be constructed at direction of, or based upon specifications of the elevator manufacturer.

1.03 SUBMITTALS

- A. Manufacturer's Data: Submit the manufacturer's specifications and installation instructions for the complete elevator system, and for each component or product used in the system. Include a complete listing and description of performance and operating characteristics.
- B. Shop Drawings: Submit shop drawings for the elevator system and its components, including typical details of assembly, erection and anchorage drawn at large scale. Show maximum dynamic and static loads imposed on the building structure at points of support for the elevator work. Submit smaller scale drawings of the overall plans, elevations and sections to show the floors served, travel distances and similar considerations of the work. Include wiring diagrams for the entire system of power distribution, lighting, control, signals, communication, etc. Assemble shop drawings into one coordinated submittal.
- C. Samples: Submit samples of each required finish, not including those intended for painting after installation.

- D. Certificates and Test Reports: Submit written, certified reports for required tests, recording the dates performed, test method (description), test results, interpretation of the results, and recommended action. Where required, submit additional copies directly to governing authorities.
- E. Maintenance Manuals: Submit bound maintenance manuals for the elevators. Include full maintenance and operating instructions, parts lists, recommended spare parts and emergency parts inventory, sources of purchase and similar information. Include legible schematic wiring diagrams of installed electrical equipment, and changes made in the Work. List symbols corresponding to markings on machine room and hoistway apparatus. Provide one copy of master schematic and one copy of lubrication chart, each framed with clear plastic; mount on machine room walls.

1.04 JOB CONDITIONS

- A. Temporary Elevator Use: Do not use or permit anyone to utilize an elevator for any purpose, other than necessary installation and testing procedures, prior to acceptance of the system.
- B. Existing Conditions:
 1. It shall be a mandatory requirement that existing elevators under the work of the Contract be individually inspected by the Proposer prior to submission of a Proposal.
 2. The contractor shall accept all existing conditions “As is” and install new work as specified, shown on the Drawings, and/or compliance with applicable codes and ADA requirements.
 3. The description of work to be performed as specified herein is provided for general information as required to conform to state requirements. Modify existing conditions as necessary to install new items of work.
 4. Any existing conditions that may prevent the proper and expeditious completion of the work of repairing/refurbishing the existing elevators shall be immediately brought to the attention of the Project Manager.

1.05 WARRANTY

- A. Submit copies of written warranty, signed by the Elevator Manufacturer and Contractor agreeing to repair or replace defective materials and workmanship of the elevator work during a one (1) year guarantee period, which starts on the date the third elevator is completed, placed in operation and accepted by the Authority having Jurisdiction. Defective materials and workmanship is hereby defined to include operational failures, performance below required minimums, excessive deterioration or aging, evidence that the system will not be reasonably maintainable for the life of the system, abnormal wear considering intensity of use, unsafe conditions, excessive noise or vibration, and similar unusual, unexpected and unsatisfactory conditions; but does not include defects caused by alterations, abusive use, vandalism, failure of the supporting structure or power supply, improper maintenance and similar causes beyond the control of the Elevator Manufacturer.
- B. Elevator Contractor shall note that warranty shall include call-back service on a basis of 24-hour availability.

1.06 MAINTENANCE – PER STATE OF CONNECTICUT ELEVATOR MAINTENANCE CONTRACT TERMS AND CONDITIONS

- A. Maintenance Period: Starting at the time of contract award, provide complete systematic inspection and interim maintenance of the elevators during the project followed by warranty maintenance for a period of 12 months after project completion. Furnish equipment and trained experts to check, adjust, lubricate and otherwise maintain the elevators in operation without defects or deterioration. Replace or repair materials and parts which become defective or deteriorate for any reason except through abuse or misuse by the occupants of the building.
- B. Monthly examinations of the elevator units and their component parts shall be documented in writing to owner, with additional copies of each written report placed in a three ring binder to be stored within elevator machine rooms for future reference. Written report shall describe items checked, problems identified, maintenance performed and parts replaced.
- C. Include systematic examination, adjustment, and lubrication of elevator equipment. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original equipment.
- D. Perform maintenance work without removing car during peak traffic periods.
- E. Emergency call-back service for minor repairs and adjustments to return the elevators to service shall be available on demand, 24 hours per day, seven days per week.
- F. Maintain locally, near the Building, an adequate stock of parts for replacement or emergency purposes. Have personnel available to ensure the fulfillment of this maintenance service, without unreasonable loss of time.
- G. Perform maintenance work using competent and qualified personnel, under the supervision and in the direct employ of the elevator manufacturer or original installer.

PART 2 - PRODUCTS

2.01 SCHEDULE OF PASSENGER ELEVATOR REQUIREMENTS

A. The Passenger Elevators shall have the following characteristics:

1. Capacity and Speed:

Town Hall - 2,500 pounds at 125 fpm
 Eno Hall – 2,100 pounds at 125 fpm
 Simsbury Public Library – 2,000 pounds at 125 fpm

2. Travel Distance: Existing

3. Landings Served:

Town Hall – GA, GB, 1A, 1B, 2 (Front and Side Openings)
 Eno Hall – B, 1, 2 (Front Opening)
 Simsbury Public Library – 1, 2 (Front Opening)

4. Power Supply: Existing; Reference electrical drawings;

5. Car Enclosure:

Town Hall –

- a. Clear Car Inside: 74” W x 57” D
- b. Doors: 36” W x 84” H Front and Side Two-Speed Slide Type
- c. Ceiling Height: 88” to Drop Ceiling

Eno Hall –

- a. Clear Car Inside: 51” W x 69” D
- b. Doors: 36” W x 84” H Front Single-Speed Slide Type
- c. Ceiling Height: 88” to Drop Ceiling

Public Library –

- a. Clear Car Inside: 69” W x 59” D
- b. Doors: 36” W x 84” H Front Single-Speed Slide Type
- c. Ceiling Height: 88” to Drop Ceiling

6. Hoistway Entrances:

- a. Doors: Retain existing with new Guides/Gibs and Fire Stops.
- b. Operation: Closed loop with nudging and time saving features.
- c. Hoistway Access Key Switch: Top and bottom landing.

7. Special Features:
 - a. Emergency lighting in car.
 - b. Emergency car ventilation system.
 - c. Emergency Telephone and Alarm Bell.
 - d. Handicap accessibility per code.
 - e. Oil viscosity temperature control.
 - f. Battery Operated Lowering Device or Connectivity to an Emergency Generator System if provided.

8. Auxiliary Operations:
 - a. Inspection operation from top of car.
 - b. Fireman's service switches.
 - c. 3D infrared detector device.

9. Performance Requirements:
 - a. Speed: $\pm 10\%$ of contract speed under any loading condition.
 - b. Pressure: maximum operating pressure of 400 psi.

2.02 ELEVATOR OPERATIONS

- A. General: Elevator operation is hereby defined to mean the manner in which, and the methods by which the elevator functions in response to calls for service. The terms used herein to describe type of operation are the recognized industry standards. Provide the systems of elevator operations as scheduled.

- B. Automatic Operation: The starting and stopping of the car at the landing occurs in response to the momentary pressing of signal buttons, and in response to programmed operating devices, or safety devices.

- C. Power operated doors operate automatically in response to calls and car movements. Car movement is possible only when hoistway door interlocks and car door switch circuits are complete.

- D. Auxiliary Operations: Provide the following additional operations for the elevator, except as otherwise indicated.
 1. Manual Door Controls: Car station buttons for "door open".
 2. Inspection Operation: Top-of-car station, comply with Code.
 3. Provide a fireman's key-switch located at the grade level, and an in-car key-switch for emergency operation of the elevator, in compliance with the Code.

4. Automatic recall of elevator upon signal from smoke detectors. Provide contacts on the elevator controller to receive signals from heat and smoke sensing devices furnished by others.

2.03 WORK BY GENERAL CONTRACTOR (with Elevator Contractor as Sub-Contractor)

- A. Perform all necessary cutting and patching to restore existing finishes.
- B. Protect all existing adjoining surfaces that are to remain.
- C. If required by local authorities, provide damper for venting of the hoist-way per ANSI A17.1, rule 100.4 and replace existing sump pump with new.
- D. Provide where necessary adequate supports adjacent to side and rear walls for rail brackets, at each floor, roof and/or immediate locations, with pockets in metallic decking and patching after brackets are in.
- E. Provide block-outs/cutouts through wall and the grouting/patching required to maintain firewall rating as required to accommodate hall boxes for corridor and signal fixtures.
- F. Provide all barricades either outside of elevator hoist-way or inside of hoist-way as required by OSHA and local codes.
- G. Provide a convenience outlet, light fixture in pit and light switch, easily accessible from the lowest landing door.
- H. Provide a pit ladder in pit, extending to not less than 3'-6" above the bottom landing.
- I. Retain frames and retain sills with new Horizontal Sliding Doors.
- J. Furnish and install new fire rated Machine Room Door with self-closing and locking hardware.
- K. Machine room temperature will be maintained between 55° F and 90° F.
- L. Provide main and auxiliary disconnect switches or circuit breaker for the elevator located per the National Electric Code, and a light switch adjacent to the lock jamb-side of the machine room door.
- M. Provide feeder and branch wiring circuits to the controller of copper wire, including a main line switch and convenience outlets.
- N. Provide all conduit and wire runs as required.
- O. Furnish a dedicated telephone line in the machine room for Emergency Communication integration.

2.04 MACHINES AND COMPONENTS

- A. Jack Hole for Town Hall and Eno Hall: The Elevator Contractor shall clean the hole for the jack assembly on a firm price basis anticipating water, rock or other unstable soil conditions. The hole shall be cased with a PVC liner and permanently sealed watertight at the bottom. The top of the casing shall extend at least 6" above the finished pit floor level and shall be capped with a steel plate to prevent foreign material from entering the casing. The 6" casing projection shall be burned off flush with the finished pit floor slab prior to setting of the jack assembly. After installation of the jack assembly the casing shall be backfilled with clean sand and 4" of concrete poured to close the opening.
- B. Plunger and Cylinder: New cylinder shall be constructed of steel pipe of sufficient thickness and suitable for the operating pressure. The top of the cylinder shall be equipped with a cylinder head with a drip ring to collect any oil seepage as well as an internal guide ring and self-adjusting packing. The plunger shall be constructed of selected steel tubing or pipe of proper diameter machined true and smooth with a fine polished finish. The plunger shall be provided with a stop ring electrically welded to it to prevent the plunger from leaving the cylinder. The plunger and cylinder shall be installed plumb and shall operate freely with minimum friction.
- C. Hydraulic Power Unit: Provide manufacturer's self-contained submersible hydraulic elevator power unit, including electric motor, non-pulsating constant-displacement type pump, piping, control valve assembly, self-cleaning strainer, oil gauge. Provide auxiliary devices and fittings required for performance as specified, including manual valve for return of car to lowest landing and manual shut off valves in machine room and in the elevator pit.
1. Motor: Provide high-starting-torque, single speed, A.C. motor, sized for continuous elevator operation at full rated capacity and speed. Provide motor with soft starting for reduced voltage starts.
 2. Control Valves: Solenoid-operated, designed for slow opening and closing, as required for controlled acceleration and deceleration and for smooth stopping and starting of car, both for "UP" and "DOWN" travel (automatic two-way leveling).
 3. Mounting: Mount hydraulic power unit bedplate and steel frame assembly onto floor or foundation with efficient, fail-safe isolation mounts, designed to effectively eliminate the transfer of vibrations to the building structure.
 4. Provide viscosity control unit complete with electric heating element in reservoir.
 5. Oil: Provide full supply of hydraulic oil, of the type and grade recommended by the manufacturer.
- D. Electrical Controller Unit: Provide non-proprietary state of the art control equipment with solid-state components on printed circuit boards located in metal cabinets for either floor (free-standing) or wall mounting.

Provide equipment designed to control starting and stopping, and to protect the motor from damage due to overload or excess current, and to cut off power and bring the car to rest in the event of safety device operation or other possible events which might result in malfunction of elevator.

1. Equip controller units with electrical and electronic devices needed to perform the specified operations of the elevator. Use flame-resistant wiring, neatly formed and tied to panels.
 - a. Provide "Low Oil Control Feature" which automatically returns cars to lowest level, opens doors and prevents operation of elevator until oil supply has been replenished.
 - b. Mount "power panel" equipment either with other control equipment or on the hydraulic power unit, at manufacturer's option.
- D. Piping: Size, type and weight recommended by the manufacturer and as required by Code. Provide sound-isolating couplings for connections of piping to power unit. Support all horizontal piping with hangers spaced no more than 10 feet apart.

2.05 MATERIALS AND COMPONENTS IN HOISTWAY

- A. General: Provide manufacturer's standard components and accessories complying with the Code. Protect steel components with paint system or galvanizing to prevent corrosion.
- B. Car Frame and Platform: Install vibration-isolation pads where necessary. Undercoat platform with sound-deadening material.
- C. Car Guide Shoes: New guides will be furnished, securely bolted to the car at top and bottom. Each guide will be held in contact with the rail surfaces by means of adjustable devices. Guides will run on dry or unlubricated guide rails.
- D. Spring Buffers: New
- E. Pit Switch: Provide a stop switch in the elevator pit which, when activated, will prevent operation of the elevator.

2.06 DEVICES AND MISCELLANEOUS EQUIPMENT

- A. Automatic Leveling Device: Provide manufacturer's standard adjustable automatic leveling device, which will position car level with each floor regardless of travel direction or size of load.
- B. Power Door Operator, Passenger: Manufacturer's standard unit of not less than 2.5 ft. per sec. high speed and checking action at both limits of travel, arranged to operate car door and hoistway entrance simultaneously.
- C. 3D Infrared Detector Device: Pulsed-screen car door protective device projecting across entire entrance opening. Arrange controls to provide nudging operation and/or prevent elevator operation if device is not operative. If detector is obstructed for a predetermined, adjustable interval (10-30 seconds), sound buzzer and attempt to close "doors with a maximum of 2.5 foot pounds kinetic energy nudging action."
- D. Zoned Hoistway Access Keyswitch: Hoistway access shall be provided as per all applicable ANSI code.

- E. Interlocks: Hoistway entrance shall be equipped with an approved type interlock tested as required by Code. The interlock shall be designed to prevent operation of the car away from the landing until the doors are locked in the closed position as defined by Code and shall prevent opening the doors at any landing from the corridor side unless the car is at rest at that landing or is in the leveling zone and stopping at that landing. Interlocks shall bear Underwriter's Laboratories "B" label of approval.
- F. Emergency Moving Device: Include emergency manual valve, to release hydraulic pressure and permit car to move from its stalled position due to power failure or equipment failure.

2.07 LOBBY FIXTURES

- A. General: Except as otherwise indicated, provide manufacturer's standard elevator signal equipment which is consistent with operational complexity of the elevator.

The new fixtures will be designed to function properly in a building without climate control and subject to high humidity conditions.

1. Metal Finish: Stainless steel with No. 4 polish and clear baked epoxy coating.
 2. Call Buttons: Vandal resistant, non-cancelable illuminated type (light extinguishes when call is answered).
 3. Raised letter/numeral indications will be furnished on all operating panels to comply with handicapped requirements.
- B. Corridor Push-button Station: Single push-button station at each floor. Each station shall be configured with an integrated Key switch for registering calls and future Proximity Reader provisions. 1st Floor station shall be configured with Firefighter Recall feature and Emergency Communication Failure jewel.
 - C. Car Direction Lantern/Gong: A car direction lantern will be provided in the elevator to indicate the direction of the elevator. Gong will sound once in "UP" direction and twice in "DOWN" direction.

2.08 PASSENGER ELEVATOR CAR

- A. Provide hinged emergency exit on top of car with mechanical stop contacts to prevent operation of car when exit door is opened.
- B. Emergency Lighting: Provide emergency lighting. Comply with Code.
- C. Mechanical Ventilation: Supply fan with outlet diffuser, 10 cfm per sq. ft. of floor area, NC rating of 25 or less.
- D. Maintenance Devices: Provide a 20 amp 110 VAC duplex outlet and lamp with wire guard on top of elevator car.

ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES

E. CAR ENCLOSURE (SUBJECT TO DEDUCT ALTERNATE)

- | | |
|--------------------------|---|
| 1. WALLS | High-impact premium quality change-a-panel material shall be installed on the sides and rear wall of cab. Extruded aluminum U-channel fasteners shall be installed between the wall panels. The sub-walls shall be modified to accept the new finishes. |
| 2. FRONT &
TRANSOM | #4 Stainless steel fronts and transom. |
| 3. CAR DOOR | #4 Stainless steel car door. |
| 4. CEILING | High-impact laminated ceiling with top emergency exit and down lighting. |
| 5. SILL | Aluminum |
| 6. HANDRAILS | New 3/8" x 2" #4 stainless steel handrails will be installed on the sides and rear wall. |
| 7. ACCESSORIES | Emergency light system, ADA compliant phone, Protection pads and buttons, Two speed fan, and intercom from machine room to elevator cab. |
| 8. FINISHES | From standard chart or match Architect sample. |
| 9. CAB HEIGHT | 90" (Approximate). |
| 10. FINISHED
FLOORING | Flexco rubber tile. |

2.09 CAR FIXTURES AND ACCESSORIES

- A. Types: Vandal-resistant, non-cancelable illuminated type selected from the elevator manufacturer's standard designs; stainless steel finish.
- B. Car Station: Flush mounted panel, containing banks of illuminated push-buttons numbered to correspond with the landings served, switch for the car light, alarm button which serves as an emergency signal, emergency stop switch, door open button, fan switch, and fireman's service switch.
1. Emergency Alarm / Chime audible outside of Hoistway.
 2. Car station shall conform with ADA requirements.
- C. Car Position Indicator: Illuminated numerals located within cab above the control panel or door to indicate the floor location and direction of travel. In addition to illuminated numerals, an audible signal shall sound to indicate the car is stopping or passing a floor served by the elevator.

- D. Certificate Display Case: Tamper-proof metal frame with acrylic window, sized to match governing authorities' form.
- E. Warning Signs: Standard sign, warning against use of elevator in case of fire and "No Smoking" sign.
- F. Telephone: Provide vandal-resistant, speaker-type phone installed behind perforated grille and connected to auto-dialer located in the machine room. Device shall permit two-way conversation in accordance with Code:
 - 1. Auto Dialer: Equipped with a solid state charger unit which will automatically provide emergency power within 10 seconds in the event of failure of the normal power supply.
 - 2. Push button: Located in car station at the prescribed handicapped height, identified as "EMERGENCY PHONE - PUSH TO ACTIVATE."
 - 3. Quality: Entire assembly Federal Communication Commission approved.
 - 4. Connections: Property management will arrange for telephone service company to provide incoming line for connection in the elevator machine room.

2.10 PASSENGER HOISTWAY ENTRANCES

Contractor shall review existing conditions prior to start of work. Existing equipment, associated with the hoistway entrances, shall be allowed to remain as long as acceptance is documented by the manufacturer and approved by the Project Manager. Should replacement be required, the following requirements shall apply:

- A. Hoistway entrances are hereby defined to include doors, frames, sills, hardware, transom panels and accessories as shown and scheduled. Protect steel components with paint or galvanizing to prevent corrosion.
- B. Door Panels: Horizontal sliding of the type scheduled, fabricated from 16 gauge stainless steel, No. 4 finish.
- C. Entrance Frames: Retain existing entrance frames.
- D. Sills: Extruded aluminum, grooved for door guides, grooved surface filled with anti-slip strips.
- E. Fascia Plates: Fascia plates, fabricated from No. 14 gauge steel, shall be fastened to the header and the sill above.
- F. Toe Guard: A toe guard, fabricated from No. 14 gauge steel, shall be fastened at the lowest landing beveled to the wall.
- G. Dust Cover: A dust cover, fabricated from No. 14 gauge steel, shall be furnished at the highest landing.

- H. Headers: Headers of sufficient size and thickness to provide support for the frame and hangers shall be securely fastened to the strut angles and shall include hanger tracks.
- I. Struts: Strut angles shall be of sufficient size to support the entrance and shall be securely fastened to the building structure.
- J. Tracks and Hangers: Hangers shall be of the sheave type, two sheaves per door rotating on a precision ball bearing. The roller shall be on an eccentric stud to provide adjustment. Hangers shall be integral and welded to the top of the doors.

2.11 ELECTRIC WIRING

- A. Furnish and install complete insulated wiring to connect all parts of the equipment.
- B. Insulated wiring shall have a flame retarding and moisture resisting outer cover and shall be run in metal conduit metallic tubing or wire ducts in conformance with Code requirements.
- C. Traveling cable between car and hoistway shall have flame retarding and moisture resisting neoprene outer cover. Cable shall be flexible and shall be suitably suspended to relieve strain in the individual conductors. The traveling cable shall contain not less than eight (8) pairs of shielded wire and a coaxial cable for future security camera installation. Terminate traveling cable at terminal block in under car junction box and in halfway box in the hoistway or in the elevator machine room.
- D. Provide 10% spare wires between the controller, selector, hatchway junction box; all spares shall be properly tagged or otherwise identified with clear and indelible markings.
- E. Car lighting, receptacles, and fan shall be on an individual circuit.
- F. Keep all wiring in troughs or raceways in such a manner that each run may be readily traced from stud blocks to point of entry into a circuit.
- G. Tag code all insulated wiring, control wiring and wiring in traveling cable at their terminals in the motor room, shaft box, elevator cab junction box and push-button stations within the cab. Test entire wiring system for insulation to ground.
- H. Car lighting and car fan shall remain operative for a predetermined adjustable time after the power conversion unit is disconnected. Fan shall have a plug connection for easy removal for maintenance purposes.
- I. All wiring related to Firemen's Operation, Emergency Power of Battery Lowering, Intercom, building communication system, Firemen's telephone jack and security operation, having interface, is to be terminated in a single junction box external to the elevator controller.

2.12 PROVISIONS FOR HANDICAP

- A. Comply with State of Connecticut Building Code and the Americans with Disabilities Act (ADA) Standards for Educational Facilities.
- B. Provide indicators near controls in conformance with FHAA, ADA, and ANSI A117.1.
- C. Landing Buttons: Illuminating type, one for originating “UP” and one for originating “DOWN” calls, one button only at terminating landings; marked with arrows, including indications required by ANSI A117.1.
- D. Locate highest button in elevator cab control panel not more than 54 inches above floor level.
- E. Sound audible tone signal in car when car is stopping at a floor or passing a floor.
- F. Include with illuminated landing indicators, audible tone signals; once for “UP” stops and twice for “DOWN” stops.
- G. Provide Arabic numerals 5/8 inch in height raised 0.03 inch Braille numerals immediately to left of floor buttons to identify each floor.
- H. At each floor landing provide 2 inch floor numerals raised 0.03 inch on door frame jamb.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to commencing elevator modernization work, examine existing conditions of the elevator, as constructed, verify all critical dimensions, and examine the structure and all other conditions under which elevator work is to be performed.
Notify Consultant, in writing, of any discrepancies or other conditions detrimental to the proper installation or performance of elevator work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Arrange for temporary electrical power for installation work and testing of elevator components.
- B. Hoistway: Examine the hoistway and supporting structure, and the conditions under which the elevator work is to be installed.

Do not proceed with the elevator work until unsatisfactory conditions have been corrected.

3.03 INSTALLATION OF ELEVATOR SYSTEMS

- A. General: Comply with Code, manufacturer's instructions and recommendations.

Comply with National Electrical Code (ANSI C1 by NFPA) for electrical work required during installation.
- B. Welded Construction: Provide welded connections for installation of elevator work wherever bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance and replacement of work parts. Comply with AWS standards for workmanship and for qualification of welding operators.
- C. Coordination: Coordinate elevator work with the work of other trades for proper time and sequence to avoid construction delays. Provide sleeves and inserts to be installed in work by others. Use benchmarks, lines and levels designated by the Contractor to ensure dimensional coordination of the Work.
- D. Sound Isolation: Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent the transmission of vibrations to the structure, and thereby eliminate the sources of structure-borne noise resulting from the elevator system.
- E. Lubricate operating parts of systems as recommended by manufacturers.
- F. Alignment: Check elevator guide rails for accurate alignment of entrances with car. Wherever possible, delay the final adjustment of sills and doors until the car is operable in the shaft. Reduce clearances to minimum, safe, workable dimension at each landing.
- G. Grout sills with non-staining, non-shrink grout. Set units accurately aligned with and slightly above finished floor at landings.

3.04 FIELD QUALITY CONTROL

- A. Acceptance Testing: Upon nominal completion of the elevator installations, and before permitting use of the elevators (either temporary or permanent), perform acceptance tests as required and recommended by Code, and also perform other tests, if any, as required by governing regulations.
 - 1. Secure from agencies having jurisdiction all approvals required to place the elevator in operation and furnish copies of the certificate for Property Management records.

3.05 PROTECTION

- A. Provide all recommended protection facilities and procedures to prevent damage and deterioration of completed elevator work during the remainder of the construction period.

3.06 INSTRUCTION AND MAINTENANCE

- A. Instruct Property Management personnel in the proper use and operation of the elevator. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies. Train designated personnel in the normal procedures to be followed in checking for the source of an operational failure or malfunction. Confer with designated personnel on the requirements for a complete elevator maintenance program.
- B. Make a final check of the elevator operation just prior to acceptance of the building. Determine that all operating devices are functioning properly.

END OF SECTION 014210

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: _____ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID.
4. Neither the BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Simsbury or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of their agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

(Name of Bidder)

Subscribed and sworn to before me this
_____ Day of _____, 20__

Title

My Commission expires _____, 20_

TOWN OF SIMSBURY**Acknowledgement Form and
Charter Section 1103 Code of
the Town of Simsbury****ACKNOWLEDGEMENT FORM**

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST
SECTION 1103**

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for their removal.

Signature

Name (Please Print)

Date

A copy of the Town Code is available from the Office of the Town Clerk or is available on line at
http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf

**STATEMENT OF BIDDER'S COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY LAW AND
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has _____ has not _____ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

Signature Title

Subscribed and sworn to before me this
_____ Day of _____, 20__

Title

My Commission expires _____, 20_

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES

**STANDARD CONTRACT DOCUMENTS FOR THE DEPARTMENT OF
PUBLIC WORKS**

TOWN OF SIMSBURY
ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES

THIS AGREEMENT, made this day of _____ by and between THE TOWN OF SIMSBURY, 933 Hopmeadow Street, Simsbury, Connecticut hereinafter referred to as the OWNER and _____ with an address at _____ hereinafter referred to as the CONTRACTOR

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

1. The CONTRACTOR will furnish all of the materials and supplies, equipment, and labor and other services necessary in conformance with these contract documents for the construction and completion of the project described in general as follows: ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES, as defined in the Standard Instruction for Bidders.
2. COMPLETION OF WORK. The Contractor shall commence the work covered by this contract within ten (10) calendar days after the date of receipt of the Notice to Proceed and shall complete the same within _____ 365 _____ calendar days unless the period for completion is extended as provided for in the General Conditions.
3. CONTRACT SUM. The Owner shall pay the Contractor for the performance of said work the sum of \$ _____, subject to additions or deductions provided herein in conformity with the bid schedule of prices.
4. The Contract Documents include the following:
 - (a) Notice and Instructions to Bidders dated April 4, 2023
 - (b) Bidder's Proposal dated _____
 - (c) Notice of Award dated _____
 - (d) Contract
 - (e) General Conditions
 - (f) Supplemental General Conditions
 - (g) Plans prepared by: Town of Simsbury DPW
 - (h) Technical Specifications prepared or issued by the Town of Simsbury dated DATE
5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions and in such amounts as required by the Contract Documents.

6. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

OWNER:

Signed, Sealed and
Delivered in the presence of:

Town of Simsbury BY:
Maria Capriola, Town Manager

CONTRACTOR:

Printed Name: _____

Title: _____

PROJECT: ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES**Information Needed for Communications on the Project**

Name of Company:

Location of Company Office:

Street

City/State Zip Code

Mailing Address of Company Office (if different than location):

Street

City/State Zip Code

Phone No. of Company's Office (include area code):

Phone No. of Company's Project Office (if applicable):

Company Official Responsible for this Project:

Name Title

Phone No. ()

Project Supervisor or Foreman:

Name

Phone No. ()

Person to be Contacted in Emergencies after Work Hours:

Name

Phone No. ()

Person to be Contacted in Emergencies on Weekends and Holidays:

Name

Phone No. ()

If any changes to the above information occur during the progress of the work, the Director of Public Works/Town Engineer shall be immediately notified.

Town of Simsbury**SUPPLEMENTAL CONTRACT SECTION****CODE OF ETHICS**

Chapter 13 of the Code of Ordinances, the Simsbury Code of Ethics, is hereby incorporated by reference as if fully set forth, and is made a part of the Contract Documents. All Contractors shall sign the Acknowledgement Form.

TOWN OF SIMSBURY

**Acknowledgement Form and
Charter Section 1103 Code of the Town of Simsbury**

ACKNOWLEDGEMENT FORM

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST SECTION
1103**

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

Signature

Name (Please Print) Date

CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE

I hereby certify, under penalties of perjury, that I am engaged in the performance of a construction contract on a project for the following named exempt agency or organization:

Town of Simsbury

Full Name of Agency of Organization

**933 Hopmeadow Street
Simsbury, CT. 06070**

Address of Same

That such agency is, to the best of my knowledge and belief, exempt from the Sales and Use Tax because it is a

Town

(Town, School, Fire or Police Department, Library etc., or other branch of State or Federal Government)

In accordance with Regulation No. 16 of Sales and Use Tax.

That this certificate is issued to cover all purchases of materials and supplies, designated by me, for use of the project referred to above.

Permit No. Date: _____ (if any) (signed) _____ Contractor

Place: _____
Firm Name

Address: _____

GENERAL CONDITIONS

1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 ADDENDA - Written or Graphic Instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract including Advertisement for Bids, Information for Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, AND ADDENDA.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The Director of Public Works/Town Engineer for the Town of Simsbury, Connecticut.
- 1.13 FIELD ORDER - A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 INSPECTOR - The person appointed by the Town of Simsbury, Conn. to supervise the WORK and shall extend to and include any assistant whom he/she may designate to act in the premises.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the OWNER to the successful BIDDER.

- 1.16 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date of commencement of the work.
- 1.17 OWNER - The Town of Simsbury, Connecticut (A Public Body) for whom the WORK is to be performed.
- 1.18 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.19 SHOP DRAWINGS - All Drawings, Diagrams, Illustrations, Brochures, Schedules, and other data which are prepared by the CONTRACTOR, A SUBCONTRACTOR, manufacturer SUPPLIER or Distributor which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR - An individual firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the work at the site.
- 1.22 SUBSTANTIAL COMPLETION- That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS - Special provisions required by the funding program or Agency (Federal, State, or Local) for participation in the PROJECT and included in the CONTRACT DOCUMENTS. Also, such requirements that may be imposed by Applicable State Laws and special characteristics of the PROJECT.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, all construction tools, machinery, and equipment, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by Mail to the said party at his/her last given address or delivered in person to said party or his/her authorized representative on the WORK.

2. PAYMENT

- 2.1 On the first of each month, the Contractor may submit an itemized estimate of work completed up to that time, including an estimate of the portion of lump sum items completed.

He/she must, if requested by the Engineer, submit satisfactory evidence that he/she has paid in full for all labor, materials and equipment included in the monthly estimate. The estimates shall be made on forms furnished by the Town and the Contractor shall certify that the estimate is

correct, and the work performed is in conformity with the plans and specifications. No later than 31 days after submission by the Contractor, and acceptance by the Town, of the estimate, the Town will pay the estimated cost, less five percent (5%) retained by the Town.

After completion of the project and acceptance by the Town, the Contractor shall submit an itemized final estimate. No later than 31 days after acceptance of the final estimate by the Town, the Town shall pay ninety-five (95%) percent of the Contract price. No later than six months after acceptance of the final estimate, the Town will pay the five (5%) percent retained, unless in that time the materials or workmanship in the project shall have been found to be defective.

3. PERMITS DURATION

- 3.1 The Contractor must obtain all necessary permits and pay the fee for them. (Town portion of permit fees are waived. The State of Connecticut portion of building permits will not be waived.)
- 3.2 Should the Town be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Town, the Contractor shall not be entitled to or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

4. SUPERVISION

- 4.1 The Town will be represented at all times by the TOWN DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER or an employee authorized by the TOWN DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER to represent him/her; and the DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER or is/her authorized representative shall have sole authority in the interpretation and execution of the contract.
- 4.2 The Contractor must have a competent Field Supervisor on the job during all working hours and notify the Town of his/her name and address in writing, and where he/she may be reached normally after working hours. In the event of the absence of the Field Supervisor, the Contractor must appoint a second in command to take responsible charge of the job. The actual performance of work and superintendence shall be performed by the Contractor, but the owner shall, at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.

5. LAYOUT

- ~~5.1 The Town will provide line and grade by means of offset points. However, the Contractor will protect these offset points and may be charged for replacing of same. Any additional field work required to reestablish these offset points to facilitate construction will be paid for by the Contractor.~~

6. SITE WORK

- 6.1 The Contractor will be responsible for maintenance of adequate barricades, signs, and warning systems to protect the job and the public.
- 6.2 The Contractor shall properly protect all underground and above ground utilities from damage. No interruption shall be caused to any utility without the knowledge of the TOWN DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER.
- 6.3 Contractor will maintain site in a clean and professional manner. Contractor will clean area of work at the end of the day including sweeping adjacent pavement.
- ~~6.4 Contractor will use standard dust control methods when requested by the Engineer.~~

7. STANDARDS

- 7.1 Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Town Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without written approval.

8. CHANGES IN WORK

- 8.1 The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly.

9. CORRECTION OF WORK AFTER FINAL PAYMENT

- 9.1 Neither the final Certificate nor payment nor any provision in the Contract Documents shall relieve the contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion.
- 9.2 The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER subject to mediation.

10. INSURANCEREQUIREMENTS

The Contractor must carry the following types of insurance under which the Town is named as an additional insured on a primary and non-contributory basis, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

A. Workman's Compensation, as required by Connecticut State Statute.

Employer's Liability: at least \$100,000 per employee/ \$100,000 per incident, and \$500,000 per policy.

Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$2,000,00
Injury to more than one person in a single accident:	\$1,000,00
Property damage in one	\$1,000,00
Property damage in all accidents:	\$1,000,00

B. Automobile (including owned, hired, non- owned) and Truck (Vehicular) Public Liability, Bodily Injury Liability, and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,00
Property damage in one	\$1,000,00
Property damage in all accidents:	\$1,000,00

C. Builders Risk including Fire and Extended coverage:

In an amount equal to the value of construction completed plus materials delivered to the site.

Insurance under B, C, and D above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for at least twenty-four (24) months after acceptance of the project by the Town.

Insurance under D above must be carried for the whole duration of the project and until final acceptance by the Town.

A waiver of subrogation is required in favor of the Town of Simsbury on all insurance policies, including workers' compensation.

Subcontractors must carry A, B and C in at least the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works/ Town Engineer prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works/ Town Engineer shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works/ Town Engineer.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

NOTE: Coverage under "B" shall include XCU coverage as necessary, Collapse and Underground shall be provided for ALL Contracts. Explosion will be provided if specified, or prior to any blasting being performed under the Contract.

Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town of Simsbury from and against all claims, bodily injury and property damage, judgments and expenses, including attorney fees that arise from and are alleged to arise from the performance of this Agreement.

This provision shall survive termination of this Agreement.

11. OWNER'S RIGHT TO DO WORK

If the Contractor fails to prosecute the work properly or fails to perform any provisions of this contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Provided, however, that Director of Public Works/ Town Engineer shall approve both such action and the amount charged to the Contractor.

12. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

13. CONTRACT SECURITY

The Contractor shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a performance BOND and a payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS

shall be executed by the CONTRACTOR and shall be in a Form acceptable to the Town Director of Finance. When Surety Company Bonds are used, the corporate bonding company shall be licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State in which the WORK is to be performed or is removed from the list of surety companies accepted on FEDERAL BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the CONTRACTOR shall have furnished an acceptable BOND to the OWNER.

14. ASSIGNMENT

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of his/her right title or interest therein, or his obligations there under, without written consent of the other party.

15. DRAWINGS AND SPECIFICATIONS

15.1 The intent of the ~~DRAWINGS~~ and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner ready for use, occupancy, or operation by the OWNER.

~~15.2 In case of conflict between the DRAWINGS AND SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.~~

15.3 Any discrepancies found between the ~~DRAWINGS AND~~ SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the ~~DRAWINGS~~ or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his/her discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

~~15.4 The OWNER will furnish free of charge to the contractor up to three (3) copies of the DRAWINGS and SPECIFICATIONS as necessary for the proper execution of the WORK.~~

16. MATERIALS, WORKMANSHIP, SERVICES, AND FACILITIES

16.1 It is understood that except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, tools, equipment, sanitary conveniences, light, power, transportation, supervision, temporary construction of any nature, and

all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

- 16.2 All materials furnished shall be new and of the best quality customarily used in or furnished for work of the character of that herein proposed. Many features of the proposed work are described in detail herein, but the failure to so describe any part of the proposed work or any details or appurtenance thereof shall not be an exception to the above rule. The absence of requirements in drawings or specifications covering details usually included in first class installations of this kind shall not excuse the contractor for their omission in this work.
- 16.3 All workmanship shall be of the best quality for WORK of the character of that herein proposed. The CONTRACTOR shall employ only competent employees to do the WORK required.
- 16.4 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 16.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 16.6 Drinking water furnished for the employees on the job shall comply with O.S.H.A. regulations.

17. PROTECTION OF WORK AND PROPERTY

- 17.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK—he/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the site and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 17.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He/she will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He/she will notify owners of adjacent utilities when prosecution of the work may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, and SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or the acts or omissions, of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 17.3 The CONTRACTOR will notify the OWNER at least one week prior to the start of construction.
- ~~17.4 The CONTRACTOR shall be responsible for verifying the location of any existing utilities. The CONTRACTOR shall notify "Call Before You Dig" at 1-800-922-4455 such that any utility lines can be marked.~~

- 17.5 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He/she will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

18. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one

or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved
- (b) An agreed lump sum
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

19. TIME FOR COMPLETION

- 19.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 19.2 The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 19.3 If the CONTRACTOR is delayed at any time in the progress of the WORK by changes ordered in the WORK, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER may determine justifies the delay, then the CONTRACT TIME shall be extended by CHANGE ORDER for such reasonable time as the ENGINEER may determine.

20. SUSPENSION OF WORK, TERMINATION AND DELAY

- 20.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which work shall be

resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

- 20.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he/she makes a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he/she repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he/she disregards the authority of the ENGINEER, or if he/she otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his/her surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method he/she may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished.

If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 20.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACTDOCUMENTS.
- 20.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and a n y expense sustained plus reasonable profit.
- 20.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty(30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed to date. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon Ten (10) Days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK. In no event shall Contractor be entitled for costs and expenses for work not yet completed.
- 20.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the

CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

21. INDEMNIFICATION

- 21.1 The CONTRACTOR will defend and hold harmless the OWNER and their agents and employees from and against all Claims, Damage, Loss, or Expense including Attorney's fees arising out of or resulting from the performance of the WORK, provided that any such Claims, Damage, Loss or Expense is attributed to Bodily Injury, Sickness, Disease or Death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 21.2 In any and all claims against the OWNER or any of their agents or employees, by any employee of the CONTRACTOR or SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the INDEMNIFICATION OBLIGATION shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefits Acts.
- 21.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER or any of its agents or employees arising out of the preparation or approval of MAPS, DRAWINGS, Opinions, Reports, Surveys, CHANGEORDERS, Designs, or SPECIFICATIONS.

22. SEPARATE CONTRACTS

- 22.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 22.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other Contracts containing provisions like these. The CONTRACTOR will afford the other CONTRACTORS who are Parties to such CONTRACTS (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 22.3 If the performance of Additional WORK by other CONTRACTORS or the OWNER is not noted

in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a Claim therefore as provided in Sections 22 and 23.

23. SUBCONTRACTING

- 23.1 The CONTRACTOR may utilize the services of Specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by Specialty CONTRACTORS.
- 23.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of Fifty (50) Percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 23.3 The CONTRACTOR shall be fully responsible to the OWNER for the Acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by him
- 23.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS, as applicable to the WORK OF SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise of the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 23.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

24. GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and

guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the PROJECT that the completed PROJECT is free from all defects due to faulty materials or WORKMANSHIP and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the PROJECT resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred.

The PERFORMANCE BOND or a MAINTENANCE BOND shall remain in force at a value of 25% of the completed WORK through the GUARANTEE PERIOD.

25. DISPUTE RESOLUTION

- 25.1 All claims, disputes and other matters in questions arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of Final Payment as provided by Section 16, shall be decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing Connecticut Arbitration law.
- 25.2 Notice of the Demand for Arbitration shall be filed in writing with the Other Party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the Engineer. The Demand for Arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable Statute of Limitations.
- 25.3 The CONTRACTOR will carry on the WORK and maintain the Progress Schedule during any Mediation proceedings, unless otherwise mutually agreed in writing.

26. TAXES

The CONTRACTOR will pay all consumer, use, and other similar taxes required by the Law of the Place where the WORK is performed. This WORK is being performed for a Municipal Government and is exempt from Sales Tax.

SUPPLEMENTAL GENERAL CONDITIONS

1. PA 86-87, AAC Workers' Compensation Insurance Requirements for Contractors on Public Works projects and State licenses, prohibits municipalities from entering into a public works contract with an employer without receiving sufficient evidence from the employer that he has workers' compensation insurance and a statement from the state treasurer that the employer does not owe the Second Injury and Compensation Assurance Fund any money.
2. The Town of Simsbury Public Works Department shall be notified at least five (5) days prior to beginning work.
- ~~3. Prior to beginning work, the "Call Before You Dig" service shall be notified by the Contractor by calling 811 or 1-800-922-4455, or, if the contractor is registered, by e-ticket entry, such that any underground utilities in the immediate vicinity of the work can be marked.~~
- ~~4. All staking and surveying will be the responsibility of the Contractor.~~
- ~~5. All road monuments and lot pins shall be PRESERVED. Cost of resetting will be back-charged to the Contractor.~~
6. Sales and Use Tax Exempt Purchase Certificate/ The Contractor's attention is called to Regulation 18 as amended promulgated by the Sales and Use Tax Division of the State Tax Department, which provided for the Exemption of the sales and use tax on the purchase of such materials and supplies as are to be physically incorporated in and become a permanent part of the project being performed under this contract. The Contractor or Subcontractor shall furnish his suppliers with a completed certificate, in the prescribed form; a copy of which is attached to these specifications
7. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and acceptable condition. In the event of failure to do so, the same may be done by the Owner at the expense of the Contractor.
8. The Contractor shall pay for any broken utility lines, except where the utility company may be liable under the "Call Before You Dig" law. The Owner will only pay for relocations necessary to complete the work of this project
9. In accordance with Executive Order 11246, the Contractor is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following: hiring, placement, upgrading, transfer, demotion, recruitment, advertising, solicitation for employment training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff, or termination.
- ~~10. For all new underground facilities installed after January 1, 1989 which is practicable and for all repairs, replacements or modifications involving an exposure of existing underground facilities at least 100 feet longitudinally after January 1, 1989, of which the utility has knowledge of such exposure, the utility shall install a warning tape located above the facility, and keep appropriate records thereof. The minimum separation between the facility and the warning tape shall be 12 inches unless the depth, other underground facilities or other engineering considerations make the minimum separation infeasible. The warning tape shall be durable, designed to withstand extended underground exposure, be of color assigned to the type of facility for surface markings in Section 16-345-5 (h) and durable imprinted with an appropriate warning or message.~~

11. BIDDER'S RESPONSIBILITY

Bidder will be held to have carefully and diligently examined the existing building and elevator plant and to have made all necessary investigations, to inform themselves thoroughly and fully as to the facilities for delivery of materials and equipment, and with space floor loading limitations affecting delivery of equipment to, and to have informed themselves fully as to all difficulties that may be encountered in complete execution of all work.

No consideration or allowance will be granted for failure to visit the site or for any alleged misunderstanding of materials to be furnished, or work to be done and executed, it being that tender of a proposal carries with it agreement to all items and conditions referred to herein.

12. LAWS AND PERMITS

Contractor shall comply with all Federal, State and Local Municipal Laws and Ordinances, prepare all documents, give all notices, pay all fees, secure all permits, conduct all tests and inspections, and obtain all approvals from agencies having jurisdiction, including but not limited to the Connecticut Department of Buildings Elevator Division and Electrical Authorities. Prior to commencement of work, copies of all required filings and approvals shall be furnished to the Town of Simsbury.

All work and materials shall be in full accordance with the rules of all other departments having jurisdiction.

The Contractor shall immediately inform the Town of Simsbury of any work or materials which violate any of the above laws and regulations, and all work done by the Contractor causing such violations shall be corrected by the Contractor at his own expense.

13. PURPOSE

The intent of these specifications is to provide a strict guide to the Elevator Contractor for the modernization of three (3) Hydraulic Passenger Elevators installed at the subject properties on Hopmeadow Street in Simsbury, Connecticut.

All work is to be accomplished in a professional manner utilizing the best possible materials. The Contractor shall perform all operations as indicated on drawings, or specified herein, and in accordance with the requirements of the contract documents. Cutting and patching as a result of the elevator work is the responsibility of the Elevator Contractor.

This specification will direct the Elevator Contractor to provide all Labor, Material, Equipment, Tools, Supplies and Supervision required to improve the performance of the elevator and establish a modern, state of the art, safe, flexible and responsive vertical transportation network.

It is the intention of this specification to outline broadly the equipment required and establish performance criteria but not to cover the details of design and construction. Such details are the responsibility of the Contractor.

Once quotation has been bid, and accepted, no additional costs will be allowed for work, as outlined in this specification.

Where a device is referred in the singular number, it is intended that such reference shall apply to as many such devices as are required to obtain the precise effect and product from the completed installation.

14. DEFINITIONS

The terms used herein are defined as follows:

- A. "Town of Simsbury" c/o Mr. Matthew Hopkins, Facilities Supervisor: 66 Town Forest Road, West Simsbury, Connecticut 06092. E-Mail: mhopkins@simsbury-ct.gov.
- B. "Consultant" shall mean the firm of Sterling Elevator Consultants, LLC; 195 West Main Street, Suite, 1, Avon, CT 06001. Contact: Mr. John Mundt, President. Telephone (860) 674-1919. Email: JohnJr@sterlingec.com.
- C. "Contractor" shall mean the person, firm, entity or corporation named in the Contractor Documents who will execute the work. It shall include all his employees, subcontractors and suppliers.
- D. "Work" shall mean the services, materials, labor and all other equipment required for complete and proper installation by the Contractor.
- E. "Approved", "Accepted", "Reviewed" or similar terms as applied to materials, products and workmanship shall mean that acceptance or review by the Consultant is required.
- F. "Directed", "Requested", "Selected" and similar terms shall mean that the Consultant shall direct, request and select.
- G. "Satisfactory" or similar terms shall mean to the satisfaction of the Consultant.
- H. "Provide" shall mean to supply, install and connect complete and ready for safe and regular operation particular work referred to unless specifically indicated otherwise by the Consultant.
- I. "Install" shall mean to erect, mount and connect complete with related accessories.
- J. "Supply" or "Furnish" shall mean to purchase, procure, acquire and deliver complete with related accessories.
- K. "Wiring" shall mean conduit, fittings, wire, junction and outlet boxes, switches, cutouts, receptacles and related items.
- L. "Concealed" shall mean in masonry or other construction, installed in furred spaces, within double partitions or hung ceilings, in trenches, in crawl spaces or enclosures.
- M. "Exposed" shall mean not installed underground or "Concealed" as defined above.
- N. "Current issues" or "Current editions" as applied to Reference Standards and Governing Codes shall mean the latest published issue or edition available during the bidding period.
- O. "Best", "First-class" or similar terms as applied to materials, products and workmanship shall mean that, in the Consultant's opinion, there are no superior qualities of materials or products on the market, and there is no better class of workmanship.

- P. “Substantial Completion” or “Beneficial Use” shall mean that the progress of the Work, or any portion of the Work, is sufficiently complete in accordance with the Contract Documents, and as reviewed by the Consultant, so that the Town of New Canaan can utilize the Work for its intended purposes.
- Q. “Notice-to-Proceed” shall mean a written document from the Town of Simsbury allowing the Contractor to commence only that portion of the Work started in the written document.

15. CODES / STANDARDS

Except as modified by governing codes, new work shall comply with provisions of the following, and in the event of conflict between standards, the Consultant’s determination shall be final:

- A. ANSI A17.1 American National Standard Safety Code
- B. ANSI A17.2 American National Standard Practice for the Inspection of Elevators, Escalators and Moving Walks - Inspectors Manual.
- C. ANSI A17.3 American National Standard Safety Code for Existing Elevators and Escalators.
- D. ANSI A117.1 American National Standard Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.
- E. ANSI / ASTM A446 Steel Sheet, Zinc Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.
- F. ANSI / ASTM B221 Aluminum and Aluminum-Alloy Extruded Bar, Rod, Wire, Shape and Tube.
- G. ANSI / AWS D 1.1 Structural Welding Code, Steel.
- H. ANSI / IEEE C2 National Electrical Safety Code.
- I. ANSI / NFPA 80 Fire Doors and Windows.
- J. ANSI / UL 10B Fire Tests of Door Assemblies.
- K. PA American Plywood Association.
- L. ASTM A36 Structural Steel.
- M. ASTM A167 Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
- N. FS TT-P-641 Primer Coating, Zinc Dust / Zinc Oxide (for Galvanized Surfaces).
- O. FS TT-P-645 Primer, Paint, Zinc Chromate, Alkyd Type.
- P. NEMA LD-3 High Pressure Decorative Laminates.
- Q. OSHA Occupational Safety and Health Administration.

16. PROVISIONS FOR THE DISABLED

The elevator equipment being provided shall be designed and installed to be in full compliance with the applicable ADA standards / codes in effect as of the date of this specification which include, but are not limited to the following:

- A. ADAAG 4.10 Elevators
- B. ANSI A117.1 4.10 Elevators
- C. UFAS 4.10 Elevators
- D. NEII HANDICAPPED STANDARD - New Elevators

17. STORAGE AT SITE

Available storage space, for the stockpiling of equipment necessary for this project only, shall be offered to the Contractor by the Town of Simsbury. Any such material stored at this job site by the Contractor will be left at their own risk. The Town of Simsbury shall not be responsible to the Contractor for loss or damage to material, equipment or tools for any cause whatsoever. Contractor is to carry their own fire, theft or casualty insurance to cover this material, as they see fit.

18. INSPECTIONS

The Town of Simsbury, their Legal Representatives and the Elevator Consultant reserve the right to inspect the progress and quality of the work at any time to insure complete compliance with the specifications and other contract documents. The Contractor shall provide the manpower necessary to assist the Town of Simsbury and/or the Elevator Consultant during such inspections.

The Town of Simsbury and/or the Elevator Consultant shall prepare and submit to the Contractor inspection reports as needed. Any deficiencies noted during such inspections will be the subject of a written report to the Contractor, outlining the unsatisfactory areas and stipulating a reasonable time to correct the problems. Final payment of all retained monies shall be subject to a satisfactory inspection of the completed installation by the Town of Simsbury, their representatives, and all applicable governing bodies.

19. GUARANTEE

The Contractor shall guarantee that the materials and workmanship installed, refurbished, and repaired under this contract shall be free of all faults, imperfections, flaws, and damage in every respect. The Contractor also assures and warrants that they will make good any Defect, which may develop within one (1) year from the date of final acceptance of the completed installation.

Such guarantee shall be delivered in writing, to the Town of Simsbury, before final payment will be made.

Neither final payment nor any provision of the contract documents shall relieve the Contractor of their responsibility to remedy faulty materials or workmanship and to pay all expenses for damages to other work resulting therefrom.

“Defect” is hereby defined to include, but not by way of limitation, operation or control system

failures, performances below required minimums, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unusual, unexpected and unsatisfactory conditions.

20. SITE SURVEY

It is the responsibility of the Contractor to visit the job site prior to submission of a bid, to verify that clearances and other conditions are such that he can complete the installation legally and as specified. He shall carefully and thoroughly examine the buildings and make all required and necessary investigations to inform themselves fully as to the facilities for delivering materials and equipment.

The Contractor, at the time of the submittal of their proposal, shall list all qualifications, clarifications, and exceptions that they deem, may affect the proper and orderly sequence of operation, the ultimate product and final result, or the method and disposition to evaluate and respond.

The submission of a bid will be construed to mean that such a survey has been made and the Contractor is satisfied that the installation can be discharged, carried out, and conducted as specified. No claims for extra work will be entertained by the Town of Simsbury because of the Contractor's failure to perform a thorough site survey.

21. SCHEDULE

The Contractor shall state, and detail, the length of time, in terms of weeks, a schedule covering:

- A. Preparation and submission of drawings, details and layouts, including contract ordering after authorization and award of contract.
- B. Manufacture and/or purchase of the major components necessary to begin the work after receipt of approved drawings.
- C. Complete installation of all material, timing and testing of the elevators.

22. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Responsibility to protect and prevent damage to property during removal, relocation or replacement actions rests solely with the Contractor. The Contractor shall restore to its original condition without extra cost to the Town of Simsbury, property that shall be damaged due to the negligence of any employees, agents or subcontractors of the Contractor. Such repairs shall meet the requirements of the Town of Simsbury or their representatives. Take proper care and protect all finished work by substantial covering until accepted by the Town of Simsbury or their representatives.

23. QUALITY OF MATERIAL

Material must be new, best or of their respective kind and free from all defects. Materials and equipment of similar application must be of the same manufacturer. All materials, equipment and installation must be approved by the Town of Simsbury or their representatives.

24. MATERIAL INFORMATION

The following literature and data, upon approval of the equipment to be renewed and renovated, must be submitted and delivered to the Town of Simsbury or their representatives.

- A. Manufacturer's Model or Catalog Number.
- B. Indication of performance data, construction material and finishes and modifications.
- C. Locations of termination points for all external wiring.
- D. Descriptive literature for all components and operating instructions.
- E. Service manual and spare parts list.
- F. Three (3) sets of complete "as built" field wiring diagrams, showing all electrical circuits in the hoistways and machine rooms.
- G. Provide Service Diagnostic Tool if not incorporated into system.
- H. Field test reports after completion of elevator operations.

25. PAINTING

All exposed metal work furnished under these specifications, except otherwise specified, shall be properly painted by the Contractor.

Apply a coat of rust inhibiting paint either in the field or at the factory, to all exposed ferrous metal surfaces of controller cabinets, brackets and other similar components supplied under this contract. After installation and final cleaning, a high-grade enamel using a minimum of one coat of primer and two finishing coats of paint shall be applied unless performed in the factory. Field paint or factory plate, wiring ducts, switch boxes, signal boxes, junction boxes, terminal boxes, rigid and flexible conduit, metal tubing wire troughs and all brackets that support these fixtures and supplied under this contract.

All ferrous metal surfaces which will be concealed in the completed work shall receive a factory applied primer and finish coat of rust inhibiting paint.

26. ELECTRICAL DESIGN AND WIRING REQUIREMENTS

- A. All new wiring, to be installed in conjunction with this modernization, shall comply with all regulations and codes itemized in the Connecticut and National Electrical Codes and carry approval of Underwriters Laboratory.
- B. This wiring shall be enclosed in rigid standard weight or thin-wall conduit with steel splice boxes or metal wiring troughs, except that flexible conduit may be used in short runs, between terminals not exceeding 24 inches. Flexible conduit shall not be used where subject to moisture or embedded in concrete.

- C. Run all wire between terminal blocks including spares and shielded cable. Check for continuity and ground. Ensure that connectors or terminal strips used maintain the proper grounding continuity and minimize signal deterioration. Make no splices. Use color codes in multi-conductor cable. Identify all connections at terminal blocks with waterproof labels. Provide legible waterproof lists of color codes and identities for all field wiring. Make entries in a bound consecutively numbered journal and attach to the controller.

27. SALES AND USE TAXES – TOWN OF SIMSBURY IS A TAX-EXEMPT ENTITY

- A. All bids for work to be done and materials and equipment to be furnished on the job are to include all local, state, federal and occupational taxes, sales taxes, luxury taxes, excise taxes, federal and state retirement pensions and unemployment Insurance contributions, and any other similar taxes and contributions in effect at the time of the signing the contract.
- D. The elevator contractor is liable for the aforementioned taxes whether or not specifically mentioned in their bid or the final contract document. In the event additional sales or use taxes are imposed after the signing of the contract, same to become due on consummation of the contract, these are to be paid in addition to the original contract amount by the Town of Simsbury to the elevator contractor. If any of the above mentioned taxes or contributions in effect at the time of the signing of the contract should be revoked before consummation of the contract, the elevator contractor shall rebate to the Town of Simsbury the amount of the taxes included in the original contract.
- C. Where demanded by law, the amount of the tax is to be specifically stated in the contractor's proposal, but failure to do so will not relieve the elevator contractor from responsibility for assumption of these taxes.

28. WORKMANSHIP

The Contractor must demonstrate that they have the facilities and organization to properly, and diligently fulfill all the services, conditions and requirements of the specifications. The Contractor must show that they have actively and normally maintained this organization capable of performing modernizations, rehabilitations, repairs and replacements, of equipment, hereinafter described, in continuous operation for at least five (5) years.

The Contractor will perform all work with skilled, competent, trained mechanics and elevator technicians under the direct control and supervision of the Contractor.

All equipment shall be installed in strict accordance with the manufacturer's written instructions, applicable codes and standards to provide a smooth and quiet product, free from all defects, flaws, imperfections, oscillations and vibrations.

Install equipment, such that, access for maintenance is safe and readily available, and that major components may be removed using conventional means.

Keep the premises clean and orderly during the progress of work. Remove all debris as fast as it accumulates. Maintain the cab, entrances, hoistway and machine room free of dirt, oil and grease.

If the work falls behind schedule, provide extra personnel as required to meet the schedule.

29. REMOVAL OF EXISTING EQUIPMENT AND SPOILS

All material not being re-used and requiring disposal shall become the property and responsibility of the Contractor. This superseded material shall be stored in an orderly fashion and removed in a timely manner.

30. RELATED WORK OTHER TRADES – TURN-KEY PROJECT

Related work shall be required by non-elevator trades. The contractor shall be responsible for the sub-contracting the work of other trades.

A. Electrical:

1. A properly rated three phase fused disconnect, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
2. A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
3. Shunt-trip disconnect if fire sprinklers are to be installed by other in machine room or hoistway.
4. GFI 120 VAC convenience outlets in machine room and pit.
5. Separate GFI outlet in the pit area for sump pump.
6. Active telephone line service and terminal to the elevator machine room for emergency communication device.
7. Any required RF shielding of TV or radio transmitters, antennae and/or wave guides.
8. Conduit with pull boxes from the elevator bank to any remote fire control or communication panels specified
9. Standby/emergency power transfer switches and auxiliary contact signal outputs to elevator controller.

B. Machine Room:

1. A legal machine room per code requirements. Provide or maintain fire rating as required by building code.
2. Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
3. Ductless HVAC system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
4. Fire extinguisher inside machine room.
5. Minimum clear machine room height of 7' -0".
6. Suitable lighting that provides a minimum of 19 ftc at floor.
7. Removal of any non-elevator related equipment from within the machine room.

C. Hoistway:

1. A legal hoistway per code requirements. Provide or maintain fire rating as required by building code.
2. Patching of all holes in hoistway walls with fire rated material.

3. Beveling all ledges within hoistway measuring over 4”.
4. Removal of any non-elevator related equipment from within the hoistway.
5. A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
6. A means to displace water located in the pit.
7. Elevator hoistway ventilation louver with fusible link damper to the outside atmosphere as required by building code.

D. Fire Service:

1. Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
2. Fire alarm initiating devices must be located in front of the elevator entrance as well as in the machine room and at the top of the hoistway.

E. General:

1. Access to the building for deliveries with dry, protected storage adjacent to the hoistway.
2. Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
3. All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the Authority Having Jurisdiction (AHJ).
4. Finish paint machine room ceiling, walls, and flooring.

31. BUILDING RESPONSIBILITIES

- A. Provide proper access to the machine room area, hoistway, and pit for the elevators in accordance with the appropriate codes.
- B. Suitable outdoor space shall be allocated by the Town of Simsbury for the Contractor. The Contractor is to maintain Builder’s Risk Insurance sufficient to cover stored materials.

32. FINAL INSPECTION

When all work is completed, the Contractor shall notify the Town of Simsbury in writing that the elevators are ready for final inspection and acceptance tests. After a date has been arranged, the proper operation of every component of the elevator systems, in compliance not only with the contract requirements but also with code practices, will be demonstrated in the presence of authorities having jurisdiction. The inspector’s procedure outlined in part II for the Inspection of Elevators, Escalators and Moving Walks, Inspector’s Manual ANSI / AMSE A17.2 shall form a part of this final inspection. All instruments and equipment necessary for this final testing inspection will be provided by the Contractor.

33. FINAL CLEAN-UP

Upon completion of the work covered by the contract, the Contractor shall leave the completed project

ready for use without the need of further cleaning of any kind and with all work in perfect order. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the work and from the building's rubbish, unused materials, and other materials belonging to them or used under their direction during the modernization. If during this period, they impair the use or appearance of the property, they shall restore such areas affected by the work to their original condition. In the event of their failure to do so, the same shall be removed by the Town of Simsbury at the expense of the Contractor, and their guarantee shall be liable therefore.

34. INTERIM AND WARRANTY MAINTENANCE

The total cost and performance of Interim and Warranty Maintenance of the three (3) hydraulic Passenger Elevators, as per the State of Connecticut Elevator Maintenance Contract, is to be included in the base bid amount. Interim maintenance shall commence upon the award date of the contract.

Warranty maintenance will continue for a period of twelve (12) months from when the third elevator is successfully inspected by the proper governing authority and turned over for public use. The warranty period shall have a common expiration date for all three (3) elevators.

Contractor shall issue Notice of Cancellation to existing contractor and transition maintenance responsibility upon formal award of contract.

END OF SECTION