



Mill River Park Collaborative
1010 Washington Boulevard, Stamford, CT 06901

SEALED BIDS MUST BE RECEIVED BY THE MILL RIVER PARK COLLABORATIVE
 BY THE DATE AND TIME OF BID OPENING

MAIN ENTRANCE DESIGN PACKAGE – ADDENDUM #1 – 8/10/2021

Revision/Date	Comments
1 – 8/10/2021	Revised Dates Below

Bid Number: MRPC -21-01	Vendor Name:	
Requesting Department	Construction and Capital Planning	
Representative	Michael Stake	
Date of Bid Issuance	June 22, 2021	
Title of Bid	Mill River Park Main Entrance Design	
Date of Bid Opening	August 24 2021 September 28, 2021	
Time	11:00 A.M.	
Bid Deposit Required -	Yes	No <input checked="" type="checkbox"/>
If yes, amount required		
Successful bidders only - Performance & Payment Bond Required	Yes	No <input checked="" type="checkbox"/>
If yes, Amount required	Amount of Agreed Contract	
Successful Bidders Only - Maintenance Bond Required	Yes	No <input checked="" type="checkbox"/>
If yes, amount required		
Pre-bid Virtual meeting	Yes <input checked="" type="checkbox"/>	No
Mandatory	Yes	No <input checked="" type="checkbox"/>
Date/Time	January 12, 2021 September 9, 2021	10:30 A.M.
Location	A Zoom invite will be sent out	
All terms and conditions, specifications and bid forms are attached hereto. The lowest responsible bidder may be required to attend a meeting with City officials prior to the awarding of the bid contract.		

General Conditions:

LIST OF ITEMS IN THIS RFP

1. Internet Usage Acknowledgement
2. General Information and General Conditions
3. RFP Project Information
4. Design Firm Cost Worksheet (Exhibit A)
5. Project General Conditions {Exhibit B}
6. City of Stamford Ordinance Compliance form (Exhibit C)
7. Non-Collusion Affidavit (Exhibit D)
8. Bidders Information and Acknowledgement form (Exhibit E)
9. City of Stamford Insurance Requirements Certificate (Exhibit F)
10. Site Map (Exhibit G)

INTERNET USAGE ACKNOWLEDGEMENT (October 5, 2015)

Caution: The competitive bid/proposal process requires the Mill River Park Collaborative (MRPC) and the City of Stamford (the City) provide all competitors with equal and timely access to information. To enhance our capabilities, the Mill River Park Collaborative is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The MRPC and the City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The MRPC and the City is not responsible for the confidentiality of information transmitted over the Internet.
3. The MRPC and the City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."
4. Bids/Proposals must be received in hard copy to the MRPC by the due date and time in order to be considered. Please be advised that the MRPC does not accept bids or proposals by email or fax.
5. Please note modifications made to the City's Standard form of Contract with the addition of Dispute Resolution on page 4 of the General Conditions and page 5 of the Sample Contract. Also, added is Article IV- Labor Standards and Responsibilities after the General Conditions.

General Conditions:

BID SUBMISSION REQUIREMENTS

Effective August 3, 2009 - The Purchasing Department will not require the submission of a bid package that includes bid specifications and sample contract documentation.

The following documents **(one original and five copies and a USB)** will be required to satisfy bid submission mandates:

1. City of Stamford Ordinance Compliance Form
2. Examples of Similar projects that have been completed.
3. Company Organization Chart
4. Non-Collusion Affidavit
5. Bidder's Information and Acknowledgement Form
6. Pricing Sheets (One Original and Six Copies)

The Purchasing Agent reserves the express right, on behalf of the MRPC and the City of Stamford, to waive any/all technical defects, irregularities, and omissions in the best interest of the MRPC and the City is served.

Notice to Bidders

1. All bids will be opened promptly at the advertised time of opening. There can and will be no delays or postponements which are not publicly advertised. Any bid received after the advertised time of opening cannot be accepted.
2. If bidder uses courier service for bid delivery, it shall be the bidder's responsibility that the bid reaches the MRPC by the date and time specified here in.
3. All bids submitted to the MRPC must be in a clearly marked, in a sealed envelope.

General Conditions:

4. Obligation of bidders:

- a) At the time of opening bids, each bidder shall be presumed to have inspected the sites. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The Mill River Collaborative aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons:

1. Who are active in daily affairs of the enterprise;
2. who have the power to direct the management and policies of the enterprise;
and
3. who are members of a minority, as such term is defined in subsection (a) of Section 32-9n. "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as;
 - a) Black Americans;
 - b) Hispanic Americans;
 - c) persons who have origins in the Iberian Peninsula;
 - d) Women;
 - e) Asian Pacific Americans and Pacific Islanders; and
 - f) American Indians.

General Conditions:

4. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder qualifications:
 - a) success in implementing an affirmative action plan;
 - b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-1 seven of the Administrative Regulations of Connecticut State Agencies, inclusive;
 - c) a promise to develop and implement a successful affirmative action plan;
 - d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities (CCHRO) Employment Information Form indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
 - e) A promise to set aside a portion of the contract for legitimate minority business enterprises.

Non-Discrimination

1. The Design Firm agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the Design Firm agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The Design Firm further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
2. the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an; Affirmative Action-Equal Opportunity Employer; in accordance with regulations adopted by the CCHRO;
3. under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;
4. the contractor agrees to comply with each provision of this section and Conn. Gen. Stat.

General Conditions:

Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

5. The Design team agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

Subcontractors

1. The Design Firm shall include the provisions in every subcontract or Purchase Order entered into in order to fulfil II any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.
2. The contractor agrees to comply with the CCHROs requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Gifts

1. During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

General Conditions:

REQUEST FOR PROPOSAL
DESIGN SERVICES
THE MILL RIVER PARK WASHINGTON BLVD MAIN ENTRY
MILL RIVER PARK COLLABRATIVE, INC.
STAMFORD, CONNECTICUT

I. GENERAL INFORMATION

1.1 Issuing Office: This Request for Proposals (RFP) is issued by the Mill River Park Collaborative (MRPC), Stamford, Connecticut.

Stamford Connecticut is one of the most vibrant cities of its size. Having transformed itself from a manufacturing economy to an office economy over the last half century, Stamford is the home of many corporate headquarters and its downtown is experiencing substantial residential development consistent with its master plan objective to increase density in its urban core adjacent to its express rail. Included in the city master plan was a vision for a park in the heart of downtown.

Mill River Park is a 28-acre park and greenway that is in Downtown Stamford, Connecticut. In 2005, the City of Stamford contracted with Olin Partnership to develop a Master Design Plan for Mill River Park & Greenway, and this was completed in 2009. In 2017, The Mill River Collaborative opened the Brownstein | Selkowitz Carousel Pavilion. In 2018, The Steven and Alexandra Cohen Skating Center & Fountain was opened. Currently the Collaborative is undergoing construction for the Whittingham Discovery Center

MRPC is managing the development and operation of Mill River Park under a contract with the City of Stamford, the owner of the park. MRPC will manage the work of the applicant selected following the administration of this RFP (Design Consultant).

1.2 Purpose: The purpose of the RFP is to provide prospective firms with essential information to enable them to prepare and submit proposals for Design Services to create the main entry into the Mill River Park along Washington Blvd. (the Project). This RFP seeks responses from experienced multidisciplinary teams consisting of Architects and Engineers.

1.3 Proposals: All proposals received by MRPC in response to this RFP will be retained. In order to be considered, applicants must satisfy the following requirements:

General Conditions:

- A. Attend a pre-proposal virtual Zoom site walkthrough will be held on January 12, 2021 at 11:00 am.
- B. Deliver a complete response to this RFP, using the Proposal Form provided in this document (Appendix A), including the following:
 - 1. A narrative description of the Design Consultant's proposed approach to the assignment;
 - 2. Resumes of key personnel proposed to work on the assignment with emphasis on relevant experiences;
 - 3. A detailed organization chart including sub-consultants and their responsibilities within the overall design scope;
 - 4. A list of relevant current and past projects and contracts for the Design Consultant and any sub-consultants that the Design Consultant intends to contract with in the service of execution of the work contemplated hereunder.
- C. Proposals must be received by no later than **3:00 PM on February 12, 2021** Envelopes must be clearly marked "Proposal for Design Services". Firms mailing proposals should allow normal delivery time to ensure timely receipt of their proposals by the aforementioned deadline. **Proposals should be delivered to the address below and may not be submitted by e-mail.**

The Mill River Park Collaborative
1010 Washington Blvd
Stamford, CT 06901
Attn Design Services

- D. Proposals must be signed by an official authorized to bind the Design Consultant to its provisions.

1.4 Project Site: The site is in Downtown Stamford, Connecticut, a quarter mile north of Interstate 95 on Washington Boulevard immediately adjacent to 1010 Washington Blvd. The purpose of this project is to create a new main entry into the park. The area of work is currently a 2+/- acre dirt lot. Currently, a portion of the parcel is being used for a laydown area for the new Whittingham Discovery Center project. Please see Exhibit 1 for a map of the site for these facilities. The site lies outside of the 100-year floodplain.

1.5 Rejection of Proposals: MRPC reserves the right to reject all proposals received because of this RFP.

General Conditions:

1.6 Communications Concerning RFP: All questions relevant to the development of a proposal are to be directed to:

Mr. Michael Stake Director of Construction

Phone: (203) 989-0321 ext. 110

E-mail: mike@millriverpark.org

No vendor may contact any other employee, elected or appointed Board Member of the Mill River Park Collaborative with respect to the RFP or the submission of a bid.

1.7 Incurring Cost: MRPC will not be held responsible for any cost or expenses incurred by the Design Consultant for work performed in preparation and production of a proposal.

In

1.8 Addenda to RFP: Amendments to this RFP may be necessary before the closing date and will be furnished to all prospective respondents to the RFP.

1.9 Primary Project Responsibility: Design Consultants responding to this RFP must clearly explain and identify, in detail, which company will be the lead party. It must be clearly understood that the lead party will enter into the contract with the MRPC. All other parties will be considered subcontractors or sub consultants to the lead party and MRPC shall have no contractual, financial, or other relationship with them.

1.10 Evaluation Criteria: The criteria to be used as guidelines in selecting prospective consultant teams are:

- A. Aesthetic vision and compatibility with the design objectives for Mill River Park, as outlined in the Park Master Plan <https://millriverpark.org/donate/park-master-plan/>
- B. Record of designing sustainable, operationally efficient facilities;
- C. The portfolios of completed work by the Design Consultant and other team members;
- D. Experience on similar projects;
- E. The level of involvement by firm principals;

1.11 Selection: The Design Consultant and the sub-consultants of its choosing are asked to demonstrate expertise and experiences in all skill areas that may be appropriate to the work contemplated. MRPC will interview the consultant teams it determines to best meet the selection criteria. The selected teams will be given 60 minutes in which to present their qualifications and proposal. At the interview, each firm must elaborate on the project schedule and cost. The Design Consultant must identify all key field and management personnel and make them available for questions during the interview.

1.12 Treatment of Information submitted to MRPC: MRPC will not disclose any portion of the qualifications submission except to members of the evaluation team prior to a contract award. MRPC retains the right disclose

General Conditions:

the name of the successful Design Consultant, and any other technical proposal that is pertinent to the selection of the Design firm. MRPC shall have unlimited rights to use, disclose, or duplicate for any purposes whatsoever

1.13 Competition Intended: It is MRPC's intent that this RFP permit competition. It shall be the Design Consultant's responsibility to advise MRPC in writing if any language, requirement, scope, specification, etc., or combination thereof, that inadvertently restricts or limits the requirements stated in this RFP.

1.14 Tax Exempt: MRPC is exempt from the payment of taxes imposed by Federal Government and /or State of Connecticut. Such taxes must not be included in the bid price.

2.0 Insurance Requirements: The selected Design Consultant, upon signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements included herein as Appendix B.

2.1 Scope of Services:

- A. MRPC is interested in securing the services of a Design Team, with the Design Consultant holding all of the contracts for their consultants (all of whom collectively shall comprise the "Design Team). The total budget for this project is \$2.5 million dollars
- B. The stages of design for the facilities will include:
 - 1. Programming and Schematic Design
 - 2. Design Development
 - 3. Construction Documentation
 - 4. Bid and Negotiation
 - 5. Construction Administration
- C. Reliable cost estimates, prepared by the Design Consultant as part of its basic scope of services are to be provided at the end of the Schematic Design and Design Development phases of the project.
- D. A presentation-quality, physical model of the site to be delivered at the completion of the Design Development phase, showing the new area and how it ties the main entry with the existing landscaping, including as part of the model extents, the Cohen Ice Rink and Fountain and the Whittingham Discovery Center.
- E. Submission of drawings shall occur at 50%, 75% and 100% completion of the Construction Documentation phase.
- F. MRPC will provide an as built survey at the completion of the current site construction.

2.2 Project Scope:

- A. The scope of work involves the coordinated design of a Main Entry into the Mill River Park.
- B. The new entry must be artistically designed and constructed. It is the objective of MRPC that all architecture in the park will also be art. All structures must have an enduring appeal that engages

General Conditions:

and holds the eye of an observer who has seen them repeatedly in the past.

- C. The items in subsection (b) notwithstanding, operational cost effectiveness is a foremost consideration. Thought shall be given to long-term performance of the Landscape and any proposed structures.
- D. The Main Entry will become the focal point for entry into the park. This parcel of land will be used to transition the public into the park, as well as serving key functions for the daily operations of the park. It will include:
 - 1. New pathways, site lighting, and plantings of species that are native to the area.
 - 2. Park Signage showing directions to specific areas of the park.
 - 3. Public restrooms

2.3 Project Team

- A. The Collaborative is committed to a "Partnering" approach to the successful design and construction of its project. The Design Team, MRPC, any other project consultants, and the construction manager and its consultants shall be called the "Project Team". It is our intent that the "Project Team" will work from the beginning of this project through construction completion and that the Design Consultant shall provide leadership to the Project Team on all matters relating to the project.
- B. The Design Consultant accepts a relationship of trust and confidence between it and MRPC. The Design Consultant agrees to furnish its best skill and best judgment and to cooperate with all other hired consultants. The Design Consultant shall furnish efficient engineering reviews, business administration, and field supervision and shall use its best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of MRPC, and in strict conformity with the contract documents, including reasonable implications therein.

2.4 The Role of MRPC.

- A. Information Requirements
MRPC shall provide and furnish information regarding its requirements for the Project as applicable and as needed during all phases of the project.
- B. Designated Representative
MRPC shall designate a Project Manager who shall be MRPC's contact point during the Pre-Construction and Construction Phases. This representative shall be the primary channel of communication to MRPC and shall act as MRPC's liaison with the Design Team.
- C. Decision Making Authority
MRPC shall be the principal reviewer and decision-making authority within the Project

General Conditions:

Team. In the event of any disagreement or dispute between any members of the Project Team regarding the project, MRPC shall be the final decision-making authority.

2.5 Required Meetings: The Design Team will be required to conduct a minimum of four planning meetings for review and comment with the key stakeholders at the following stages of design:

- A. Program Meeting
- B. Schematic Design
- C. Design Development

Such meetings may be open to the public.

Technical coordination meetings will also be required at least monthly during the design process. Construction Coordination meetings will be required bi-weekly during the Construction Administration phase.

General Conditions:

EXHIBIT A

DESIGN FIRM COST SHEET

Programming and Schematic Design Fees	
Design Development Fees	
Construction Documentation Fees	
Bid and Negotiation Fees	
CA Fees	
Total Architectural & Engineering Fees	
General Condition Cost not Accounted Above	
Contingency	

By signing below the Design Consultant certifies that the information contained in its Fee Proposal, include all costs for the Project.

Name of Design Consultant

Signature of Authorized Officer

Date

Printed Name & Title

General Conditions:

EXHIBIT B

PROJECT GENERAL CONDITIONS

1. Your bid is to be made F.O.B. Stamford, CT- including any/all delivery and unloading, if so required.
2. The MRPC and the City of Stamford, as a Non-for Profit, 501C, corporation in the State of Connecticut, is exempt from the payment of all taxes and none should be included in your bid.
3. Bids shall be submitted on the proposal forms included and should be returned in a clearly marked envelope. Please be sure to fill in the bidder's name, address, etc. and the bid title and date of bid opening. Bid due dates are clearly stated on the bid cover sheet. If for any reason, the bid cover sheet is detached from the bid package, it will be the responsibility of the bidder to contact the MRPC to determine the actual bid due date.
4. Bids received after the time and date indicated shall not be accepted and shall be returned unopened.
5. Amendments and/ or withdrawals to bids received shall not be allowed or accepted after the time and date of bid opening.
6. Any verbal agreement or arrangement made by bidders with any MRPC and the City Agency, Employee, or Agent of the City shall be disregarded and have neither force nor affect upon the bid.
7. The Purchasing Agent reserves the express right, on behalf of the MRPC and the City of Stamford, to waive any/ all technical defects, irregularities and omissions if, the best interest of the MRPC and the City shall be served.

THE MILL RIVER PARK COLLABORATIVE RESERVES THE RIGHT TO REJECT ANY/ALL BIDS

1. No bidder may withdraw her/his/its bid for a period of **one hundred twenty (120) days** from the date of bid opening. Under no event or circumstances may a contractor withdraw a bid once the MRPC and the City has accepted the bid, so long as the MRPC and the City is diligent in proceeding towards the execution of a formal contract.

General Conditions:

2. Any bid, which does not comply with or conform to the specifications contained herein, shall be rejected as non-conforming.
3. The successful bidder (hereinafter referred to as the Bidder) shall, at all times, guard the owner's property from any damage or loss caused by the execution of this bid and shall be solely liable for any damage or loss suffered as a result of the work itself - or non-completion thereof. The bidder shall, at the completion of the project, leave the project site in a condition acceptable to the MRPC and the City.
4. The bidder shall comply with all laws, ordinances, rules and regulations relevant to the completion of this bid and shall be solely responsible for the procurement of any/all requisite permits and compliance therewith.
5. The undersigned declare(s) that **I/WE AM/ARE** the only person(s) interested in this bid and that this bid is submitted without any connection with any other bidding entity. A further declaration is made that this bid price is fair and has been made without any aspect of collusion, price fixing or fraud. Further, that no employee or agent of the MRPC and the City of Stamford is directly or indirectly interested in any profits to be derived from the performance of this bid.

INQUIRIES:

All inquiries regarding this Bid must be in writing and must be postmarked or delivered at least **ten (10) working days** prior to the submission date and be addressed to the Project Manager identified on the front cover page of the Bid.

ASSIGNMENT:

The performance of the requirements of this bid shall not be assigned to a party not herein named without the express written consent of the Mill River Park Collaborative. The Purchasing Agent shall only give such consent, for the purposes of this bid.

PERFORMANCE, PAYMENT AND MAINTENANCE BONDS (IF APPLICABLE):

1. If performance, payment and maintenance bonds are required for this bid as specified on the bid's Cover Sheet, the bidder shall furnish surety bonds from a licensed surety in the State of Connecticut and acceptable to the MRPC and the City of Stamford. The surety bonds shall be in the form of traditional bonds or in the form of an

General Conditions:

irrevocable letter of credit drawn on a financial institution acceptable to the MRPC and the City, in amounts stipulated. Said surety bonds shall be for the faithful and proper performance of all persons/corporations performing work towards the acceptable completion of this contract. The face value of the performance bond shall be as noted on the bid's Cover Sheet. The face value of the maintenance bond shall be as noted on the bid's Cover Sheet or \$5,000.00, whichever is greater. The maintenance bond shall be for a period commencing upon the expiration of the performance bond and terminating twenty-four (24) months following completion and acceptance of the work by the MRPC and the City.

2. An insurance company licensed to do business in the State of Connecticut and currently listed in the Department of must underwrite both the performance and payment bond.

3. Treasury's Treasury Listing of approved Sureties (**MOST RECENT CIRCULAR**) and rated B+ or better by A. M. Best in the full stipulated amount of the contract.

4. If a certified check is provided in lieu of the submission of a surety bond or a letter of credit, the MRPC shall deposit said check in a non-interest bearing account and shall be entitled to retain said sum in its accounts for the duration of the Agreement, including extensions thereof. Said sum shall constitute surety for the faithful and proper performance of the contract work. In the event that the Contractor defaults in its performance of the contract work, the MRPC shall be entitled to use said surety funds in its sole discretion to compensate for the Contractor's default. No interest shall be paid on said surety funds regardless of the Term of the Agreement or duration of the work.

BID DEPOSIT:

This section is Not Applicable.

Any project commencing without the proper authorization shall be declared "**NULL**" and "**VOID**" and no payment shall be authorized.

CLAYTON ACT:

The bidder offers and agrees to assign to the Public Body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. and Sec. 15, or under Chapter 624 of the General Statutes of Connecticut, arising out

General Conditions:

of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the purchasing body awards or accepts such contract without further acknowledgment by the parties.

NON-DISCRIMINATION AND Affirmative ACTION: MINORITY Business' ENTERPRISES

1. The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.
2. The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State of Connecticut Commission on Human Rights and Opportunities ["the Commission"].
3. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor agrees to comply with each provision of Connecticut General Statutes Sections 46a-60 and 46a-60a, and with each regulation or relevant order issued by the Commission pursuant to the Connecticut General Statutes.

General Conditions:

5. The contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on the public works project encompassed by the Bid Documents.
6. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
7. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: the contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

NONDISCRIMINATION ON THE BASIS OF SEXUAL ORIENTATION

1. The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and those employees is treated when employed without regard to their sexual orientation;
2. The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ["the Commission"] advising the labor Union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

General Conditions:

3. The contractor agrees to comply with each provision of Connecticut General Statutes Section 4a-60a and with each regulation or relevant order issued by said Commission pursuant to the Connecticut General Statutes.

ADMINISTRATIVE RECONSIDERATION (26.53(d)).

Within thirty (30) days of being informed by the Mill River Park Collaborative that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offer or may request administrative reconsideration. Bidders/offers should make this request in writing to the following Reconsideration Official:

Dudley Williams President
Mill River Park Collaborative
1010 Washington Boulevard Stamford, CT 06901

The Reconsideration official will not have played any role in the original determination that the bidder/offer or did not document sufficient good faith efforts.

General Conditions:

INSURANCE REQUIREMENTS (IF APPLICABLE SEE ATTACHED APPENDIX I

GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the Mill River Park Collaborative and the City of Stamford or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

SET-OFF:

Pursuant to Section 23-18.4.1 of the Code of Ordinances, the Contractor agrees that the MRPC shall have the right to set-off or withhold any payment, or portion thereof, due the Contractor under this Agreement, for and up to the amount of any taxes, penalties, lien fees and delinquent interest that have been levied by the City against any property of the Contractor, both real and personal, provided such taxes owed by the Contractor are delinquent and have been delinquent for a period of not less than one year.

WRITTEN AGREEMENT:

The successful bidder will be required to enter into a written Agreement with the Mill River Park Collaborative for the completion of this project.

General Conditions:

PAYMENT:

The MRPC terms of payment are **"NET THIRTY (30) DAYS AFTER PRESENTATION OF INVOICE."** No invoice will be paid until acceptance of goods ordered.

PROMPT PAYMENT TO SUBCONTRACTORS:

Your attention is called to the serious problem of delayed payments to subcontractors for work completed and for which payment has been made by this Department to the general contractor or consultant.

Section 49-41a and Section 49-41c of the Connecticut General Statutes require general contractors to pay their subcontractors within **THIRTY (30) DAYS** of having received payment by the MRPC for work performed or materials furnished by such subcontractor. In turn, subcontractors have **THIRTY (30) DAYS** upon receiving payment from the general contractor to pay their subcontractors.

Therefore, it is vital that prompt payments be made in accordance with the spirit and intent of this law.

TERMINATION:

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the MRPC shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination. The term "cause" includes, without limitation the following:

General Conditions:

1. If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
2. If the Contractor fails to perform to the MRPC and the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
3. If the MRPC reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the MRPC and the City for any damages sustained by the MRPC by virtue of any breach of the Agreement by the Contractor, and the MRPC may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the MRPC from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The MRPC may terminate this Agreement at any time the MRPC determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The MRPC shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the MRPC, become its property. If the Agreement is terminated by the MRPC as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the MRPC right of set off for any damages pursuant to the terms of the Agreement.

General Conditions:

DISPUTE RESOLUTION.

- A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to the Contract ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

- B. **MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the MRPC, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering

General Conditions:

the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. PERFORMANCE DURING DISPUTE. Unless otherwise directed by the Mill River Park Collaborative, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

E. CLAIMS FOR DAMAGES. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

BID APPEAL AND HEARING PROCEDURES:

1. Any firm that believes the Bid process was unfair may appeal to the MRPC. A letter stating reasons for appeal should be sent to the President, Dudley Williams, within five (5) calendar days of the Bid opening.
2. A hearing shall be conducted in accordance with C.G.,S. Section 4-176e through 4-181a, as amended, which are incorporated herein. The hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.
3. Where applicable, review of protests by the FTA will be limited to the MRPC failure to

General Conditions:

have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

WRITTEN PROTEST PROCEDURES:

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protester must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable any information received under such procedures shall be disclosed to the Federal Transit Administration ("FTA") and a protester must exhaust all administrative remedies before pursuing a protest with the FTA.
2. The term "contractor" means any person, firm or corporation which has contracted or seeks to contract with the Mill River Park Collaborative ..
3. The term "Hearing officer" shall mean a person appointed by the Mayor to hear and decide allegations made by any contractor relating to procurements hereunder.

General Conditions:

EXHIBIT C

CITY OF STAMFORD ORDINANCE COMPLIANCE

CHARTER AND CODE of the CITY OF STAMFORD COUNTY OF FAIRFIELD STATE OF CONNECTICUT Nos. 47-14 thru 47-16

https://library.municode.com/CT/stamford/code/code_of_ordinances?nodd=COOR_CH47PE_ART_VLASTRE

Sec. 47-14. - Hiring preferences.

- A. In the employment of labor to perform the work specified in § 47-16A herein, preference shall be given to legal residents of the United States who are and continuously for at least three (3) months prior to their date of hire have been residents of the labor market area for the City of Stamford as established by the State Labor Commission under Section 31-52(b) of the Connecticut General Statutes, and if no such qualified person is available, then to legal residents who have continuously resided in the county in which the work is to be performed for at least three (3) months prior to their date of hire, and then to legal residents of the state who have continuously resided in the state at least three (3) months prior to their date of hire. Any contractor who knowingly and willfully employs any person in violation of any provision of this subsection shall be fined one hundred dollars(\$100.00) for each week or fraction of a week each such person is employed.
- B. Each contract specified in § 47-16A herein shall contain the following provisions: "In the employment of labor to perform the work specified herein, preference shall be given to legal residents of the United States who are and continuously for at least three (3) months prior to their date of hire have been residents of the labor market area for the City of Stamford as established by the State Labor Commission under Section 31-52(b) of the Connecticut General Statutes, and if no such qualified person is available, then to legal residents who have continuously resided in the county in which the work is to be performed for at least three (3) months prior to their date of hire, and then to citizens of the state who have continuously resided in the state at least three (3) months prior to their date of hire."

Sec. 47-15. - Compliance with provisions.

- A. Every person or employer with three (3) or more persons in his employ, contracting with the City of Stamford for public or publicly aided construction as defined in

General Conditions:

section 47-16A, shall be deemed to have accepted the provisions of this section, and these provisions shall thereupon become part of the contract documents and shall be incorporated therein. In particular, during the performance of this contract, the contractor shall be deemed to agree as follows :

1. The contractor, by itself or its agent, will not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, marital status, national origin, ancestry or physical disability, except in the case of a bona fide occupational qualification or need.
 2. The contractor will take affirmative action to make known that company's policy in this regard and to recruit and encourage all qualified persons to seek employment based on individual merit and to ensure that all qualified applicants are given employment and that employees are treated equally during employment without regard to their race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability. Such affirmative action and nondiscrimination shall be in respect to but not limited to the following: employment; terms and conditions of employment; upgrading, demolition or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be approved by the Commission on Human Rights of the City of Stamford, setting forth the provisions of this nondiscrimination clause.
 3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability.
- B. Each labor organization supplying labor to or having a labor contract with a person covered by Subsection A of this section shall be deemed to have accepted the provisions of this section. In particular, such union shall be deemed to agree as follows:
1. The union will not discriminate against any union member or employee or applicant for union membership or employment because of race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability, unless such action is based on a bona fide occupational qualification.

General Conditions:

2. The union will take affirmative action to make known its policy in this regard and to encourage and recruit all qualified persons to seek union membership and employment based on individual merit and to ensure that all qualified applicants are given union membership and employment and that members and employees are treated equally during union membership and employment without regard to their race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry or physical disability. Such affirmative action and nondiscrimination shall be in respect to but not be limited to the following: union membership; employment; terms and conditions of employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the benefits of collective bargaining rights. The union agrees to post in conspicuous places, available to employees, its members and applicants for employment or union membership, notices in form approved by the Commission on Human Rights of the City of Stamford, setting forth the provisions of this nondiscrimination clause.
- C. The Commission on Human Rights and/or the Director of Operations shall have the right to inspect and obtain copies of personnel, employment and other relevant records of contractors and membership and other relevant records of unions subject to this Article for the purpose of investigation to determine compliance.
- D. Upon due notice to a contractor or a union concerning which there is reasonable cause to believe noncompliance has occurred or is occurring, the Commission on Human Rights is empowered to hold a public hearing to determine whether or not any of the provisions of this section have been violated. In the event it is found that a contractor has not complied with this section or with the nondiscrimination and affirmative action clauses of his contract, the Commission on Human Rights may cancel, terminate or suspend such contract in whole or in part and the contractor may be declared ineligible for further city contracts until such time as the Commission shall certify that the contractor is in compliance, and such other sanctions may be imposed and remedies invoked as provided by law or rule or regulation promulgated thereunder. In the event it is found that a union has not complied with this section, the Commission may direct it to take steps to achieve compliance or be disqualified from furnishing labor to contractors subject to this section, or such other sanctions may be imposed and remedies invoked as provided by law or by rule or regulation promulgated thereunder.
- E. The Commission on Human Rights is hereby authorized to adopt, publish, amend, and

General Conditions:

rescind rules and regulations, consistent with and in furtherance of the provisions of this section, to subpoena witnesses and require the production of documents to the same extent as is authorized by Section 31-125 of the Connecticut General Statutes, as the same may be, from time to time, amended.

Sec. 47-16. - Wage and hour provisions.

- A. Each contract for the construction, alteration or repair of any public works project by the City of Stamford or for any construction, alteration or repair project financed or subsidized in any way by the City of Stamford, including any such construction contract toward which the City of Stamford makes any cash payment, payment of in-kind services or provision of land for construction thereon, and all contracts involved in any part of the official redevelopment plan of the City of Stamford where the plan requires the City of Stamford to furnish cash, noncash equivalents or credits, in-kind services or any other expenditure of city staff, money or material, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection H of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Stamford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday .
- B. Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, alteration or repair of any public works project for or on behalf of the City of Stamford or in any building or construction project financed or subsidized in any way by the City of Stamford as defined in Subsection A at a rate of wage on an hourly basis which is less than customary or prevailing for the same work in the same trade or occupation in said City of Stamford, or who fails to pay the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund or, in lieu thereof, to the employee as provided by Subsection A, shall be fined not more than one hundred dollars (\$100.00) for each offense. In addition, if it is found by the Director of Operations that any mechanic, laborer or workman employed by the contractor or any subcontractor directly on the site for the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as required by this section, the Director of Operations may, by written notice to the contractor, terminate such contractor's right to proceed with the work or such part of the work as to which there has been a failure to

General Conditions:

pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the City of Stamford for any excess costs occasioned the City of Stamford thereby. The Director of Operations shall, within two (2) days after taking such action, notify the State Labor Commissioner in writing of the name of the contractor or subcontractor, the project involved, the location of the work, the violations involved, the date the contract was terminated and steps taken to collect the required wages .

- C. The Director of Operations may make complaint to the proper prosecuting authorities for violation of any provision of Subsection B.
- D. For the purpose of predetermining the prevailing rate of wage on an hourly basis and the amount of payment or contribution paid or payable on behalf of each employee to any employee welfare fund as defined in Subsection H and for establishing classifications of skilled , semiskilled and ordinary labor, the Director of Operations shall be guided by determinations made by the Labor Commissioner of the State of Connecticut under C.G.S. § 3 1-53(e) . If such determinations are not available, the Director of Operations shall hold a hearing at any required time in order to make his own determination.
- E. In accordance with Subsection D, the Director of Operations shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund as defined in Subsection H, and the agent empowered to let such contract shall include such rate of wage and such amount of payment or contribution paid to any employee welfare fund or, in lieu thereof , the amount to be paid directly to each employee therefor as provided in Subsection A for all classifications of labor in the proposal for the contract. The rate of wage on an hourly basis and the amount of payment or contributions to any welfare fund, as defined in Subsection H, or cash in lieu thereof, as provided in Subsection A, shall at all times be considered as the minimum rate for the classification for which it was established.
- F. Each employer subject to the provisions of this section shall keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the project is employed during each workday and week in such manner and form as the Director of Operations establishes to assure the proper payments due such employees or welfare funds under this section.
- G. The provisions of this section shall not apply where the total cost of all work to be performed by contractors and subcontractors in connection with any project covered by this section is less than five thousand dollar s (\$5, 000.00).
- H. As used in this section, "employee welfare fund" means any trust fund established by one

General Conditions:

(1) or more employers and one (1) or more labor organizations to provide from moneys , whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan, provided that such term shall not include any such fund where the trustee or all the trustees are subject to supervision by the Bank Commission r of this state or any other state or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System; and "benefits under an employee welfare plan" means one (1) or more benefits or services under any plan established or maintained for employees or their families or

General Conditions:

Mill River Park and the City of Stamford

Ordinance Compliance

This is to acknowledge and certify that I/We have read and understood City of Stamford Ordinance Nos. 47-14 thru 47-16 and hereby certify that I/We are in total compliance with same.

Company Name

Street Address

City, State, Zip

Printed Name & Title

Signature

EXHIBIT D

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer:

By:

Print Name

Title

STATE OF

COUNTY OF

Date

Personally appeared _____, as
of the above named firm, and attested that the foregoing statements are true and
accurate to the best of his/her knowledge and belief.

Signature of Notary Public

My Commission Expires:

EXHIBIT E
BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM

Bid No: MRPC -19-001

Date:

Bidder's Name:

Street Address:

City

State Zip

Business Telephone:

Email:

DUNS Number:

Tax Id. No.:

This document, in order to be considered a valid bid, must be signed by a principal, officer or owner of the bidding firm. Such signature will attest to the fact that the terms, conditions and specifications of this bid have been read, understood and accepted by the bidder.

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.

Signature

Name and Title

**EXHIBIT F
SAMPLE CERTIFICATE OF INSURANCE**

.AH .. UIL.		CERTIFICATE OF INSURANCE				
PRODUCER Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number/ Facsimile Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number/ Facsimile Number		COMPANIES AFFORDING COVERAGE				
		COMPANY A	Name of insurance Company			
		COMPANY B	Name of insurance Company			
		COMPANY C	Name of insurance Company			
COVERAGES						
I I I \$ IS TO C I I R I I F Y T H A T n m P O L I C I E S O F I N S I R A N C I I I . I S T I I D O B L O W H I Y I I 8 1 I I I N I S S U E D T O I I - I E I N S U R I I I I N A M E D A B O V E F O R I I U , P O L I C Y P E R I O D I N O I C A T E O , N O T W I T H S T A N D I N G A N Y R E Q U I R E M E N T , T E R M O R C O N D I T I O N O F A N Y C O N T R A C T O R O I B E R D O C U M E N T W I I B R E S P E C T T O W I I I C H I B I S C E R T I F I C A T E M A Y B E I S S U E D O R M A Y P E R T A I N , T H E I N S U R A N C E A F F O R D E D B Y I B E P O L I C I E S D E S C R I B E D H E R E I N I S S U B J E C T T O A L L I B E T E R M S . E X C L U S I O N S A N D C O N D I T I O N S O F S U C H P O L I C I E S L I M I T S S H O W N M A Y H A V E B E E N R E D U C E D B Y P A I D C L A I M S .						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY (FOREIGN)	XXXXXXXXXX	XI'IXXIXX	XI'IXXIXX	GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$1,000,000
	CLAIMS MADE TOCCUR				PERSONAL & ADV INJURY	\$1,000,000
	OWNER'S & CONT PROT				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	
					Each claim / incide nt	\$1,000,000
A	AUTOMOBILE LIABILITY	XXXXXXXXXX	XX/XX/XX	XI'IXXIXX	COMBINED SINGLE LIMIT	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	ALL OWNED AUTOS				HOJILY INJURY (Per Accident)	\$
	SCHEDULED AUTOS					
	HIRED AUTOS				PROPERTY DAMAGE	\$
	NoN-uWNbll AU I us					
	GARAGE LIABILITY				AUTO ONLY - EACH ACCIDENT	\$

	ANY AUTO				OTHER IBAN AUTO ONLY:	
					EACH ACODENT \$	
					AGGREGATE \$	
	EXCESS LIABILITY				EACH o c CURRENTI	\$
	UMBRELLA euKM				AGuKEGATE	\$
	OTHER THAN UMBRELLA FORM					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXX	XI'ixXIXX	XXixXIXX	X STATUTORY LIMITS	\$
	hMPL(JVERS' LIABILITY				EACif ACCIUhN	\$500,000
	IBE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: IX INCL				DISEASE - POLICY LIMIT	\$500,000
	I bXCL				UISbNSb - bACH EMPLOYEE	\$500,000
C	Professional Liability	XXXXXXXXXX	XI'ixXIXX	XXixXIXX	\$1,000,000 per occurrence \$2,000,000 a1rn:ree:ate	
DESCRIPTION OF OPERATIONS/LOCATIONSNEHICLES/SPECIAL ITEMS:						
<i>Mill River Park Collaborative, the City of Stamford and its employees, agents, and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder are primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation on all insurance required hereunder apply to the Mill River Collaborative, the City of Stamford and its employees, agents, and officers.</i>						
CERTIFICATE HOLDER				CANCELLATION		
Risk Manager, City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152				SHOULD ANY OF IBE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE IBE EXPIRATION DATE IBEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL JII...DAYS WRITTEN NOTICE TO IBE CERTIFICATE HOLDER NAMED TO TIE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES		

EXHIBIT F
CITY OF STAMFORD INSURANCE REQUIREMENTS
Construction Management Services For Mill River Park Collaborative

The Consultant will be required to submit certificates of insurance, which contain the minimum insurance coverages described below:

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.
2. Employer's liability insurance, which contains limits of liability of not less than \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease - each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Such coverage shall include the following:
 - a. Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
 - b. Contractual liability insurance, which insures any indemnities contained in the Agreement between the Consultant and the City of Stamford and Mill River Park Collaborative; the Mill River Park Collaborative, the City of Stamford and its employees, agents and officers designated as additional insureds;
 - c. Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
 - a. Coverage for all owned, non-owned and hired vehicles;
 - b. The Mill River Collaborative, the City of Stamford and its employees, agents and officers designated as additional insureds.

General Conditions:

5. Professional liability insurance, which covers the services to be provided pursuant to the Agreement with a minimum limit of liability of \$1,000,000 per claim and \$2,000,000 in the aggregate.
6. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Consultant and the City of Stamford or the date the Consultant commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Consultant and the City of Stamford or conclusion of the services rendered by the successful Consultant, whichever is later.
7. All insurance required hereunder shall contain waivers of subrogation in favor of the Mill River Park Collaborative, the City of Stamford and its employees, agents and officers. The Consultant shall waive any right of claim, loss or damage against the Mill River Park Collaborative, the City of Stamford and its employees, agents and officers.
8. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
9. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Consultant under this Agreement.
10. The Consultant shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder.

General Conditions:

EXHIBIT F
SITE MAP SEPARATE ATTACHMENT

General Conditions: