

LEGAL NOTICE

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

BID DUE DATE: July 2, 2026

BID DUE TIME: 11:00 am EST

BID ITEM: Forced Hot-Air Installation

BID NUMBER: 26-13

Terms and conditions as well as the description of items being bid are stated in the specifications. **Specifications may be obtained at the following address:**

**Town of Ridgefield
David McFate
400 Main Street
Ridgefield, CT. 06877
(203) 431-2720**

Bids shall be submitted via email to the following:

**purchasing@ridgefieldct.gov
SUBJECT: 26-13(Company Name) Bid Package**

Bids must be received no later than the date and time stated above at the Purchasing Director's office on the second floor or via email. **For further information**, please call **David McFate at (203) 431-2720** or email at **purchasing@ridgefieldct.gov**

Results may be viewed at https://www.ridgefieldct.gov/departments/purchasing/bid_notices.php after the bid opening.

REQUEST FOR PROPOSALS (RFB)

Installation of Gas-Fired Unit Heaters and Replacement of Existing Forced Hot Air Furnaces

INTRODUCTION

The Town of Ridgefield is soliciting sealed bids from qualified mechanical contractors to furnish all labor, materials, equipment, and supervision necessary for the removal of existing forced hot air furnaces and the installation of new gas-fired unit heaters (Modine or approved equal) at the Public Works Garages (Buildings 1 & 2), located at 60 South Street, Ridgefield, Connecticut.

The intent of this project is to improve heating efficiency, system reliability, and operational performance within the Public Works facilities.

PROJECT OVERVIEW

The scope of work includes, but is not limited to:

- Removal and proper disposal of existing forced hot air furnace systems
- Furnishing and installation of new gas-fired unit heaters (Modine or approved equal)
- Modifications to gas piping, electrical systems, and venting
- Installation of new thermostatic controls
- Testing, balancing, and commissioning of the complete system

All work shall comply with applicable State of Connecticut Building Code, Connecticut Mechanical Code, and Connecticut Fuel Gas Code.

BASIS OF DESIGN / EQUIPMENT SCHEDULE

The following equipment shall be provided as part of this project:

Garage 1

- Three (3) gas-fired unit heaters
- Each unit sized at **250,000 BTU/hr input
- Ceiling-suspended configuration unless field conditions dictate otherwise

Garage 2

- Five (5) gas-fired unit heaters
- Each unit sized at 250,000 BTU/hr input

- Ceiling-suspended configuration unless field conditions dictate otherwise

All units shall be Modine (see the attached specifications sheet) or approved equal, high-efficiency, gas-fired unit heaters suitable for commercial/municipal garage applications

Contractor is responsible for confirming final sizing and layout based on field conditions and heat loss calculations. Contractors are responsible for verifying all existing conditions prior to bidding.

SCOPE OF WORK

Demolition

- Disconnect and remove existing forced hot air furnaces and associated components
- Remove ductwork where no longer required
- Cap, secure, and make safe all utilities
- Dispose of all materials in accordance with applicable regulations

Equipment Installation

- Provide and install the unit heaters listed in Section 3
- Install all supports, hangers, threaded rod, and structural attachments
- Provide vibration isolation where required
- Coordinate final layout to optimize heat distribution in each garage bay

Gas Piping

- Modify and extend existing gas service to serve all new units
- Provide new black steel gas piping, valves, drip legs, unions, and shutoffs
- Install gas regulators if required
- Pressure test all piping per code requirements

Venting

- Provide Category III or IV venting (as required by selected equipment)
- Install all vent piping, terminations, and supports
- Provide roof/wall penetrations with proper flashing and weatherproofing

All roof penetrations shall be performed by any approved roofing contractor based on the attached roof warranty.

Electrical Work

- Provide all electrical connections to each unit heater

- Install local disconnect switches
- Coordinate circuiting with existing panels
- Include any required upgrades to support new loads

Controls

- Provide new thermostats rated for garage environments, see note below
- Install low-voltage wiring and control connections, see note below

All units shall have new thermostat controls (see the attached specifications sheet). Contractor shall field verify all low voltage wire for proper connectivity prior to installing the new thermostats.

Testing & Commissioning

- Start-up all units in accordance with manufacturer requirements
- Verify proper combustion, airflow, and temperature rise
- Balance heating distribution as required
- Provide training for Town personnel

WARRANTY

- Minimum one (1) year labor warranty
- Manufacturer's standard equipment warranty
- Provide options for extended warranties

PROJECT SCHEDULE

- RFP Issued: May 12, 2026
- Mandatory Site Visit: Thursday May 28, 2026 at 11:00 AM
- RFI's Due: Thursday June 4, 2026 at 11:00 AM
- Proposals Due: Thursday July 2, 2026 at 11:00 AM
- Notice of Award: Thursday July 9 , 2026

Work shall be coordinated to maintain Public Works operations during construction.

ATTACHMENTS

Equipment cut sheets
Roof Warranty – Garage #1

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMEN

INSTRUCTIONS TO BIDDERS

1. Bids shall be submitted via email to purchasing@ridgefieldct.gov. The time stamp of the email shall be on or before the bid due date.
2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
3. The Board of Selectpersons of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
4. Bidders may be present at the opening of bids.
5. Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
6. **Insurance requirements:** must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. **Unauthorized changes** to these forms, i.e. adding, striking out and/or changing any words, language or limits **will cause the bidder to be disqualified.**
 - a. **Please Note:** Prior to the start of work, the Town of Ridgefield and/or the Board of Education shall be endorsed on the Contractor's policies of insurance as additional insured. The Contractor shall obtain a policy of insurance, with minimum limits of liability as specified containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town/City and/or Board of Education or any of their officers, employees, agents, servants and volunteers. The Contractor shall obtain an

endorsement to said insurance policy stating that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town of Ridgefield and/or Board of Education is excess. The Contractor's insurance carrier will waive all rights of subrogation against the Town of Ridgefield and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers. The Contractor shall furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences. Failure to do so will result in disqualification of the Bid. There will be no exceptions.

7. **Permits:** It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Town of Ridgefield Road Construction Standards, or as set forth in these specifications. Any local (Town of Ridgefield) permits will have the permit fee waived.
8. **Emergency Work:** The Contractor shall file with the Engineer a telephone number of a person authorized by them who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
9. **Sales Tax:** In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
10. **Contractor's Qualification Statement:** The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
11. **Hold Harmless Agreement:** In order for the bid to be considered valid, the Contractor **must** sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
12. **Prevailing Wage Rates:** This project **is not** subject to the State of Connecticut prevailing wage rate requirements.

13. **SBE/MBE and Contract Compliance Requirements:** This project is not subject to State of Connecticut SBE/MBE set aside and contract compliance requirements.
14. **Bonds:** Bonds are not required for this project.
15. **Time of Completion:** All work must be completed within seventy five (75) days of the notice to proceed.
16. **Communications:** General bidding questions shall be directed to David McFate, Purchasing and Finance Manager, via email purchasing@ridgefieldct.gov.
17. **Project Location:** The project is located at Ridgefield Public Works Facility, 60 South Street.
18. **Bid Schedule:**
 - a. **RFB Issued: May 12, 2026**
 - b. **Mandatory Site Visit: Thursday May 28, 2026 at 11:00 AM, located at 60 South Street.**
 - c. **RFI's Due: Thursday June 4, 2026 at 11:00 AM**
 - d. **Proposals Due: Thursday July 2, 2026 at 11:00 AM**
 - e. **Notice of Award: Thursday July 9, 2026**
 - f. **Substantial Completion: Thursday September 17, 2026**
19. **Prime Contractor:** The prime contractor is required to self-perform a minimum of 75% of the total contract value.
20. **RFB Submissions:** The following items shall be submitted for a RFB to be considered complete:
 - (a) Insurance certificates
 - (b) Hold Harmless Agreement
 - (c) Contractor's Qualification Statement
 - (d) Contractor's List of Subcontractors
 - (e) Project Cost and Schedule
21. **Project Site Inspection:** A mandatory site visit will be held Thursday May 28, 2026 at 11:00 AM. Failure by a bidder to attend the mandatory site visit shall render that bidder's proposal non-responsive.
22. **Requests for Information:** Questions or requests for information must be submitted in writing. All questions or requests for information shall be submitted to David McFate, Purchasing and Finance Manager, at purchasing@ridgefieldct.gov.

GENERAL CONDITIONS

1. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2. DEFINITIONS:

OWNER: The word "Owner" when it appears in the Contract Documents shall mean The Town of Ridgefield, Connecticut.

ENGINEER: The word "Engineer" when it appears in the contract Documents shall mean: Jacob Muller, Director of Facilities, or his specifically designated Agent.

CONTRACTOR: The word "Contractor" when it appears in the Contract Documents shall mean the party to whom the Contract has been awarded.

3. MATERIALS, APPLIANCES AND EMPLOYEES:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times endorse strict discipline and good order among their employees, and shall not employ on the work any unfit person or any one not skilled in the work assigned to him.

4. PROTECTION OF WORK AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. They shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. They shall adequately protect adjacent property as provided by law and the Contract Documents. They shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at their discretion, to prevent such threatened loss or injury, and they shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

5. CHANGES IN THE WORK:

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. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency, endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided they receive an order as above, shall proceed with the work. In such case, and also under case (c), they shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with

vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate.

6. CLAIMS FOR EXTRA COST:

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, they shall give the Engineer written notice thereof within a reasonable time after the receipt of such instructions and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

7. SUSPENSION OF WORK:

The Owner may at any time suspend the work, or any part thereof by giving 24 hours notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

8. THE OWNER'S RIGHT TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

9. PAYMENTS WITHHELD:

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect him from loss on account of the following:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amount withheld because of them.

10. CONTRACTOR'S LIABILITY INSURANCE:

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the engineer, if they so require and shall be subject to their approval for adequacy of protection.

11. INDEMNITY:

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, their agents or employees, in the execution of the work or in the guarding of it.

The Contractor shall, and is hereby authorized to maintain and pay for such insurance, issued in the name of the Owner, as will protect the Owner from their contingent liability under this Contract, and the Owner's right to force against the Contractor any provision of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

12. DAMAGES:

Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

13. ASSIGNMENT:

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to him hereunder, without the previous written consent of the Engineer.

14. ENGINEER'S STATUS:

The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

15. METHOD OF PAYMENT:

At the end of each calendar month, the Contractor shall submit to the Engineer a requisition for payment which requisition shall be based upon the actual amount of the work performed during the previous month. The requisition may include materials stored on the site but not installed. The Engineer shall, within ten (10) days, check the requisition against their review of the work which has been done and submit it to the Owner, a written statement as to the validity of the

requisition. The Owner shall then pay to the Contractor one **hundred percent (100%)** of the amount stated in the Engineer's report. **No payment shall be made until the Contractor has satisfied all prevailing wage reporting requirements if prevailing wages are a part of this contract.**

In the event that this contract is subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements, the Contractor's attention is directed to Appendix "B", State of Connecticut SBE/MBE requirements regarding the withholding of 2% of the State Funded portion of the contract value each month if the contract value exceeds \$500,000, pending the review and approval of the Contractor's Affirmative Action Plan by CHRO.

16. FINAL PAYMENT:

When the Contract has been completed, the Contractor shall notify the Engineer in writing. Upon receipt of this notification, the Engineer shall proceed to make final measurements of the work done under the provisions of this Contract. The Engineer shall then submit to the Owner a written statement setting forth these final measurements and the amount due the Contractor consistent with the unit prices and lump sum bid in the bid. The Owner shall within sixty (60) days pay to the Contractor this sum except that they may deduct any moneys which are to be retained under the terms of the Contract for repairs or otherwise.

17. ORDER OF THE WORK:

The order of the work shall be subject to the approval of the Engineer in all cases. The Contractor may be required to submit a work schedule in writing to the Engineer for his approval.

18. (OMITTED)**19. PROTECTION TO PUBLIC:**

The Contractor shall conduct the work in such a manner as to offer minimum disturbance to the traveling public. They shall not close off traffic without specific permission of the Engineer and shall provide flagmen if such becomes necessary, in the opinion of the Engineer. Proper barricades, lights, and other protective devices shall be supplied at the Contractor's expense and properly maintained during the entire course of the work.

20. GUARANTEE:

The Contractor guarantees that the work to be done under this Contract and the materials furnished by him and used in the construction of the project are free from defects or flaws. The guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the party of the first part. It is hereby agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

21. RATE OF PROGRESS AND TIME OF COMPLETION:

The Contractor shall commence work within seven (7) days after receipt of the Notice to Proceed and, unless an extension of time shall be made in the manner herein provided, shall progress therewith to final completion within ***seventy-five (75) consecutive calendar days*** after receipt of the Notice to Proceed.

22. EXTENSION OF TIME:

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time specified, they have taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection of war, or by the abandonment of the work by the workmen engaged therein, through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the town, then the Contractor may, within five (5) days after the occurrence of the delay for which they claim allowance, notify the Engineer in writing, and thereupon, and otherwise, the Contractor shall be allowed such additional time for the completion of the work, as the Engineer in his discretion shall award in writing, and his decision shall be final and conclusive upon the parties. Such additional time shall be the sole and exclusive remedy for any delay claimed by the Contractor.

23. SALES TAX:

In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.

24. Termination of the Contract:

If the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days written notice to the Owner,

terminate the Contract and recover from the Owner payment for work executed and for proven loss with respect to materials, equipment tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the project.

If the contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Engineer's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Engineer that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

SPECIAL CONDITIONS

1. Contract Documents and Working Drawings:

The work is shown on the attached appendices, if any, or the accompanying Contract Drawings. Such additional working drawings as are required because of changes or to provide greater detail will be provided by the Engineer.

2. Planimeter:

The use of the planimeter shall be considered satisfactory for estimating quantities where geometric and analytic methods would be comparatively laborious.

3. Soil and Groundwater Conditions:

The Town assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that they will make no claim for and have no right to additional payment or extension of time for completion of the work, or any other concession because of any interpretations or misunderstanding on their part of this Contract, or because of any failure on their part to fully acquaint himself with all conditions relating to the work.

4. Existing Structures:

All known surface structures immediately adjacent to the work, are shown on the Plans. This information is shown for the convenience of the contractor in accordance with the best information available, but is not guaranteed to be correct or complete. Underground structures in the path of the project are **not** shown. The Contractor shall explore the route ahead of trenching and shall uncover all known obstructing pipes sufficiently to determine their location. Necessary changes in location may be made by the Engineer to avoid unanticipated obstruction.

The Contractor shall, at their own expense, sustain in their places and protect from direct or indirect injury all utilities, pipes, poles, conduits, walls, buildings, and other structures, utilities, and property in the vicinity of their work. Such sustaining and protecting shall be done carefully by the Contractor and as required by the party owning or controlling the structure. Before proceeding with such work, the Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the party owning said structure. The Contractor shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings, wires, or other structures, utilities, and property in the vicinity of their work, and they shall be responsible for all damage and assume all expense for direct or indirect injury caused by their work to any of them or to any person or property by reason of injury to them.

The Contractor must notify “Call Before You Dig” at 1-800-922-4455 prior to start of construction.

5. Dust Control:

The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from their operation, by the application of water spray.

6. Sedimentation and Erosion Control:

The Contractor shall control sedimentation and erosion in accordance with the publication entitled, “Erosion and Sedimentation Control Handbook,” latest edition, U. S. Department of Agriculture, Soil Conservation Service, Storrs, Connecticut, and as approved by the Engineer.

7. Payment for Miscellaneous Work:

No direct or separate payment will be made for furnishing and providing miscellaneous temporary works, plant and services, including Contractor’s office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, and watchmen, or other items specified under these special conditions. Compensation for all such services and materials shall be considered as having been included in the prices stipulated for the Items of the Contract.

8. Clean-up of Site:

During the progress of the work, the Contractor shall keep the site in a generally neat condition. Lunch papers, bottles, lumber cut-offs, drinking cups, and like rubbish shall be removed from the site daily. The work shall be cleaned up as the various portions of the project are completed.

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall, except as otherwise expressly directed or permitted in writing, clean and remove from the site all surplus and discarded materials, rubbish, and temporary structures. They shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and leave the whole in a neat and presentable condition. They shall also remove all plant, surplus, and waste materials from the site.

9. Emergency Work:

The Contractor shall file with the Engineer a telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.

10. Work in Bad Weather:

During freezing, stormy, or inclement weather, no work shall be done except that which can be done satisfactory and in a manner as to secure first-class construction throughout.

11. Night, Saturday, and Sunday Work:

Unless otherwise permitted or stipulated under a State or Town encroachment permit, no work shall be done between the hours of 6:00 p.m. and 7:00 am, nor on Saturday or Sunday, except as necessary for the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work at night or on Saturday or Sunday, the Engineer shall be informed at least twenty-four (24) hours in advance of the beginning of performance or such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good light and other necessary facilities for performing and inspecting the work shall be provided and maintained at all points where such work is being done.

12. Traffic Control:

The Contractor shall maintain traffic during the progress of the work. Barricades, flagmen, uniformed police officers on any other type of traffic control necessary to ensure the safety of the public shall be utilized by the Contractor. All methods of traffic control are subject to the approval of the Chief of Police who may direct other methods to be employed. No direct payment for traffic control will be made. It is the Contractor's responsibility to schedule all uniformed police officers as may be required. Payment for all traffic control other than uniformed police officers shall be covered under the various items of these specifications.

13. Material Disposal:

The Contractor shall be responsible for the disposal of all construction debris generated by the project. The Town cannot accept the disposal of any material at this time.

14. Wage Rates:

This project IS NOT subject to prevailing wage rates.

15. State of Connecticut SBE/MBE Set Aside Requirements:

This project is not subject to the State of Connecticut SBE/MBE set aside requirements.

16. Permits:

It is the Contractor's responsibility to obtain all necessary building or construction permits, including those that may be required from either the Town of Ridgefield or the State of Connecticut, prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut or the State of Connecticut department of Transportation Standard Specifications, latest edition, as applicable.

17. Materials:

Materials normally delivered labeled shall be received with manufacturer's original label and instruction, or else shall be subject to rejection. Materials shall be stored under adequately clean and dry condition, and all work shall be performed according to the best practice of the trades. Manufacturer's specifications and instructions for products specified herein or approved equals, become part of these specifications and all such instructions are to be followed accordingly.

21. Damages:

The Contractor shall be held responsible for any damages that may have to be paid as a consequence of the Contractor's failure to protect the public.

Supplemental Information for Bidders and General Contract Provisions

1. PREPARATION OF BIDS

Bids must be made upon forms contained herein or as directed elsewhere. Blank spaces must be filled in correctly where indicated. The Bidder must state the prices for which they propose to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign their Bid correctly. If the Bid is made by an individual, their name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Bid must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted by email to David McFate, Purchasing and Finance Manager, at purchasing@ridgefieldct.gov.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

2. SUBMISSION OF PROPOSALS

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

3. INCURRING COSTS

The Town of Ridgefield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

4. FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

5. CONSIDERATION OF PRIOR SERVICE

Previous performance, quality of service and merchandise will be considered.

6. ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda. The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to their bid.

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of these specifications, they may submit a written request for an interpretation to the Purchasing and Finance Manager. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing via email addressed to the Purchasing and Finance Manager at purchasing@ridgefieldct.gov, and to be given consideration, must be received no later than the RFI due date listed in the project schedule. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be emailed to all prospective bidders at the respective addresses furnished for such purposes, not later than the date listed in the project schedule. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under their bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Ridgefield. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so

named or described if:

- a. It is at least equal in quality, durability, appearance, strength and design.
- b. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Ridgefield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at their own expense, any and all actions brought against the Town of Ridgefield or himself because of the unauthorized use of such articles.

7. QUOTATION LIMITATION

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or-equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit their bid for that item.

8. ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing and Finance Manager does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

9. SAMPLES

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Ridgefield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

10. WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their bid for a period of sixty (60) days after the bid closing date. The successful agent/broker shall not withdraw, cancel or modify their bid.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

12. SUBCONTRACTORS

Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form. The apparent low bidder shall file with the Town of Ridgefield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Ridgefield. Local subcontractors, material suppliers, and labor in the Town of Ridgefield should be considered and sought insofar, as is practical in the performance of this project.

13. QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider their record in the performance of any contracts for similar work into which they may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as they deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

14. DISQUALIFICATION OF BIDDERS

More than one bid from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

15. DELIVERY

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further

delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Ridgefield. Prices quoted must include delivery to the Town of Ridgefield as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

16. PAYMENT

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular their covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery. Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Ridgefield
Director of Public Works
60 South Street
Ridgefield, CT 06877
dpssuper@ridgefieldct.gov

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Ridgefield for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment and at time of final payment prior to any

payment being made.

At the time of award, the successful bidder shall be required to supply the Town of Ridgefield a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

17. SALES TAX

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

18. CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. They shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

20. AWARD

The Town of Ridgefield reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any bid deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Ridgefield reserves the right:

- a. To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- b. To reject any or all bids, or any part thereof.

- c. To waive any informality in the bids.
- d. To accept the bid that is in the best interest of the Town of Ridgefield. The Purchasing and Finance Manager's decision shall be final.

21. INSURANCE

Insurance requirements are detailed under the attached "Insurance Requirements."

22. GUARANTEE

The bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing and Finance Manager so that it is least detrimental to instructional programs.

23. PERMITS

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town.

24. NONDISCRIMINATION IN EMPLOYMENT

The successful bidder shall agree and warrant that, in the performance of this contract, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non-Segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

25. MECHANICS LIEN WAIVERS

The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment, and/or at time of final payment, prior to any payment made.

CONTRACTOR’S QUALIFICATION STATEMENT

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

1. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

2. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

3. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

4. Client: _____

Project Address: _____

Approximate Value: _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone _____

Company: _____ *Bid Title:* _____

Street: _____ *Bid No.:* _____

City, State: _____ *Telephone No.:* _____

Purchasing Department, Town of Ridgefield, 400 Main Street, Ridgefield, CT.
06877
203-431-2720 & purchasing@ridgefieldct.gov

APPENDIX - INSURANCE REQUIREMENTS

Each bidder shall carry and maintain the following insurance coverage during the period of the contract : The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
 - Bodily Injury Liability and Property Damage Liability:
\$1,000,000 each occurrence.
 - **The Town shall be named as an Additional Insured**
This **MUST** be stated explicitly on the Certificate or you will be **disqualified**
2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation and Employer Liability:
Statutory Limits
3. **Comprehensive Auto Liability Insurance:**
 - **Bodily Injury Insurance and Property Damage Insurance** covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work

under the Contract, shall be in the minimum of **\$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the _____ day of _____

Signed, Sealed and Delivered in the
Presence of:

Signed:

Notary Public

ATTACHMENTS

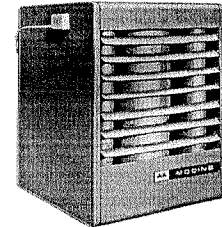
MODINE UNIT HEATERS

Modine

POR Series Oil Fired Unit Heaters

FEATURES:

- Propeller fan type.
- Equipped with two-stage fuel oil units.
- Designed for overhead horizontal delivery of heated air.
- Models are prewired and UL listed.
- Pressure-atomizing, gun-type oil burner.
- Cad cell safety shut-off.
- Electric spark ignition.
- Fan and limit control.
- Pressure-atomizing gun-type burner is equipped with a stainless steel, die-stamped flame retention head for increased combustion efficiency of 20 to 30% over non-flame retention type burners.



MODINE

Heating efficiencies as high as 84% AFUE.

Input Btuh	Input GPH	Output Btuh	CFM @ 70 Deg.F	Heat Throw	Mfr#	Item#
119,000	0.85	100,000	1,890	39 ft.	POR100A0101	POR100B0101
175,000	1.25	145,000	2,400	50 ft.	POR145B0101	POH145A
231,000	1.65	185,000	3,200	51 ft.	POR185A0101	POH185A

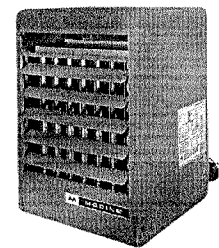
Modine

PDP Series Gas Fired, Power-Exhausted Unit Heaters

Designed for commercial or residential applications. These propeller type gas-fired unit heaters are inexpensive to install, easy to use and offer excellent in-service economy.

FEATURES:

- 80% thermal efficiency.
- Horizontal or vertical venting.
- Field-convertible to propane.
- 100% shut-off with continuous retry.



MODINE

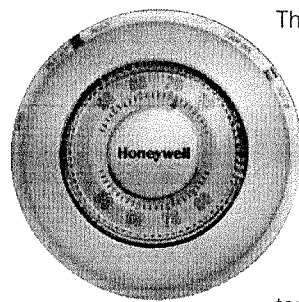
Input Btu/hr	Output Btu/hr	Heat Throw	Max. Mounting Ht.	Air Temp. Rise (°F)	Entering Airflow (CFM) @ 70 °F	Mfr#	Item#
150,000	120,000	55 ft.	16 ft.	51	2180	PDP150AE0130	832-34
175,000	140,000	59 ft.	17 ft.	51	2550	PDP175AE0130	832-35
200,000	160,000	51 ft.	15 ft.	52	2870	PDP200AE0130	832-36
250,000	200,000	67 ft.	19 ft.	50	3700	PDP250AE0130	832-37
300,000	240,000	74 ft.	21 ft.	50	4460	PDP300AE0130	832-38
350,000	280,000	70 ft.	20 ft.	53	4870	PDP350AE0130	832-39
400,000	320,000	69 ft.	19 ft.	54	5440	PDP400AE0130	832-40

*At max. mounting height

Call your Local Branch for Price and Availability.

The Round® Mercury-Free Thermostat

Honeywell



The world's most popular thermostat has taken a turn for the future — with mercury-free models. Built on the proven performance and reliability of Honeywell tradition, The Round® Mercury-Free Thermostat features a precision electronic switch that completely eliminates the need for mercury. The display features an enlarged scale that makes it easier than ever to set the temperature exactly where you want it. And since The Round offers precise temperature accuracy, you'll know that what you set is what you'll get. From its classic design to its ease of use, The Round Mercury-Free Thermostat is a true source of comfort.

EDGE-TO-EDGE**WARRANTY NO.:** 1627955**BUILDING OWNER:** TOWN OF RIDGEFIELD**NAME OF BUILDING:** HIGHWAY BUILDING #1**BUILDING ADDRESS:** 60 SOUTH ST. RIDGEFIELD, CT**DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:** 11/20/2023**DATE OF ISSUE:** 1/30/2024

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing Applicator for a period of 20 years, commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond 20.5 years, subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following newly installed Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Edge Metal, Insulation Adhesives and any other newly installed Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak. Carlisle shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of 55 mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Carlisle Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
 - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
 - (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or

- (g) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System; or
- (h) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Carlisle Authorized Applicator or any additional contractor or subcontractor failed to follow Carlisle's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Carlisle inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

- (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.

7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.

8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

12. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

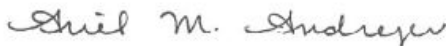
13. Roof System Design Assembly: Carlisle, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The Carlisle Authorized Applicator or any additional contractor or subcontractor are not agents of Carlisle.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Ariel M. Andrejev



AUTHORIZED SIGNATURE

TITLE: Sr. Manager, Technical and Warranty Services

This Warranty Expires: 1/29/2044

Carlisle Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Carlisle disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Carlisle at 1-800-233-0551 or at www.carlisesyntec.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Carlisle's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Carlisle is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Carlisle Authorized Applicator. The Carlisle Authorized Applicator must notify Carlisle when the revision work is complete. The necessary form can be found on the Carlisle website via the Authorized Applicators login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Carlisle website for additional guidelines.