

COMPETITIVE SOLICITATION WAIVER – CITY FUNDS ONLY

Oracle Number (to be provided by Purchasing) Agreement. 2026.0373

Requesting Dept. Facilities Date of Request 5-27-26

Requisition No. R. 2026.010964 Supplier Name Blake Thermal

Requisition Amount \$152,534.45

Waivers over \$100,000 shall require the approval of the Board of Finance.

Waiver is requested in accordance with the Purchasing Ordinance, per Section (select one):

- ☐ Critical emergency purchase - Sec. 23-18.3A
- ☒ Reasonable/qualified or unique source - Sec. 23-18.3B(1)(a)
- ☐ Special source - Sec. 23-18.3B(1)(b)
- ☐ Time is critical - Sec. 23-18.3B(1)(c)
- ☐ Formal procurement would cost more/be inefficient/disruptive - Sec. 23-18.3B(1)(d)
- ☐ Cost is federal or state regulated - Sec. 23-18.3B(1)(e)

What are you buying? (attach additional sheets if necessary)

Updated boiler controls and associated upgrades for two (2) Cleaver Brooks natural gas boilers at the Stamford Government Center.

For waivers requested per Section 23-18.3B(1)(a), (b), (c) or (d) – is this the lowest cost/most cost effective provider? If not, why were they selected? (attach quotes or proposals - attach additional sheets if necessary)

Blake Thermal is the sole source supplier for Cleaver Brooks Boilers in the Northeast Region.

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What is the justification for a waiver? (attach additional sheets if necessary)

The Stamford Government Center utilizes two Cleaver Brooks natural gas fired boilers to provide heat throughout the building. These two boilers are original to the building from 1986. Earlier this year, the boiler controls to boiler #2 failed and it was determined that the existing boiler controls were obsolete. We provided a temporary repair utilizing an old refurbished control system to bridge us until we could find a permanent solution.

The proposal presented here by Blake Thermal will take our 1980s boiler controls into the 21st century while keeping the existing boilers in place. This project will also provide upgraded energy efficiency measures and will replace the existing gas train valves. There are no fundamental issues with the existing boiler units, which when paired with these upgraded controls should be on track to last an additional 25-40 years. If we do not replace the boiler controls, we risk not having access to these obsolete control systems should one or both boiler control systems go down which is a risk we cannot accept due to the critical nature of the Stamford Government Center building.

This will be paid for utilizing existing Capital Project funds from CP3805 - Heating System Replacement.

I, the undersigned, hereby certify that this request is made in full compliance with Article II, Sec. 23 (Rev. 2014) of the Stamford Code of Ordinances, that the funding for this request has been duly appropriated, that the above justification/information is accurate and complete to the best of my knowledge, and that I have no personal or business interests relative to this request.

Attached hereto is the above referenced requisition together with an appropriate explanation. I attest that it is in the public's best interest to waive the competitive process and your authorization is hereby requested.

Department Head Certification Scott Butch 5-27-26
Date

Approval	Purchasing Agent		6.1.2026
	Director of Administration		6.1.26
	Mayor		

If required - Board of Finance date of approval _____

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Justification guidance

- For requests made per **Section 23-18.3 A**: The Purchasing Ordinance, in Sec. 23-15, defines Critical emergency purchases as those purchases of goods or services which, if not purchased or ordered immediately, can result in injury or damage to human life or property. This shall include all goods or services needed on an emergency basis to comply with federal, state or local public health, safety or housing codes and emergency repair of city-owned property, buildings, infrastructure, equipment and vehicles. Requests approved per **Section 23-18.3 A** are rare. It is often more appropriate to cite **Section 23-18.3 B(1)(c)**.
- Review the guidance issued by the Office of Legal Affairs – Critical Emergency Purchase Procedures (March 27, 2020). [See Purchasing Dept. SharePoint site.](#)
- Recreation Revenue sharing exempt. [See Purchasing Dept. SharePoint site.](#)
- All waivers per Section 23-18.3 B(1) shall include price quotations from three (3) vendors, if available. This specifically applies to waivers requested per Section 23-18.3 B(1)(c) and Section 23-18.3 B(1)(d).
- For requests made per **Section 23-18.3 B(1)(a) or Section 23-18.3B(1)(b)**
 - Explain what makes this supplier/product unique to the application. Do not just explain why you want to use this supplier/product.
 - If you claim the supplier is a sole source, provide a "sole source" letter from the supplier.
- **Software** – the Purchasing Ordinance classifies software as a "good."
 - If you are requesting a waiver for an annual maintenance fee for software you have in place and have used for many years cite **Section 23-18.3 B(1)(d)**
 - If you are requesting a waiver for a new Software as a service (SaaS) cite **Sec. 23-18.3B(1)(a)**. Explain how this SaaS is more like a professional service, then a "good" and why the chosen supplier offers a superior service with unique features i.e. there may be similar software on the market, but it lacks key features that are critical to the needs of the City.

Guidance for waivers for public works projects

When obtaining quotes, please advise suppliers:

- Projects over \$25,000 will require the supplier to provide a certificate of insurance meeting the requirements established by the Risk Manager.
- Projects over \$25,000 will require the supplier to provide a payment and performance bond.
- If the project is subject to State of CT Prevailing Wages. Limit for new construction is one million dollars (\$1,000,000.00); renovation is one hundred thousand (\$100,000.00).
- Projects over \$50,000 the selected supplier will need to complete a form attesting to compliance with [CODE OF ORDINANCES CHAPTER 47. - PERSONNEL ARTICLE IV. LABOR STANDARDS AND RESPONSIBILITIES Sections 47-14 thru 47-16.](#)
 - Certification form can be found on the [Purchasing Dept. SharePoint site.](#) Attach completed form to the waiver request.

All requisitions in excess of \$10,000 must be accompanied by a form providing the information required in [Section 103-1 of the Stamford Code of Ordinances](#). Attach completed form to the requisition.

Written Contract Required

Per [Sec. 23-18.4. - Contracts](#). A written contract between the city and a contractor or service provider is required for any service which exceeds fifty thousand dollars (\$50,000.00).

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Sec. 23-18.3. - Waivers of competitive bid process or competitive proposal process.⁽²²⁾

A. Critical emergency purchases.

- (1) Critical emergency purchases, as defined above, may be made by waiving the competitive bid or proposal process. Emergency procurement shall be limited to those supplies, services or construction items necessary to meet the emergency. Said purchases shall be authorized by the appropriate department head or designee with the written consent of the Mayor or the Director of Administration if the Mayor is unavailable.
- (2) Written certification of the emergency and the reason for the selection of the particular supplier, signed by the department head or designee, shall be submitted to the purchasing agent, the Director of Administration and the Mayor within five (5) working days of the authorization of the waiver and shall be made a part of the purchase file.
- (3) Notification of all such emergency purchases shall be made to the Board of Finance and Board of Representatives within two (2) weeks of authorization.

B. Other purchases made by a waiver of bid or proposal process.

- (1) Purchases of goods and services, other than critical emergency purchases, may be made by waiving the bid or proposal process for the following reasons:
 - (a) Only one (1) reasonable or qualified source can be identified. This shall include situations where only one (1) vendor or provider is manufacturer authorized or certified or where parts are available only through a single distributorship.
 - (b) A special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance, will provide a lower cost than that which would result from a bid process.
 - (c) Time is a critical factor.
 - (d) A bid or proposal process would result in substantially higher costs to the city or inefficient use of personnel or cause disruption to city operations.
 - (e) Prices of goods or services are federal or state regulated.
- (2) Such purchases shall require the written certification of the reason for the waiver, signed by the department head, and the written approval of the purchasing agent, the Director of Administration and the Mayor. Purchases over one hundred thousand dollars (\$100,000.00) shall require the approval of the Board of Finance.
- (3) Sole source bid and proposal waivers shall clearly document that only one (1) reasonable or qualified source exists. Bid waivers for other reasons shall include price quotations sought from three (3) vendors, if available. All waiver documentation shall be made a part of the purchase or contract file.
- (4) A written record of all waivers of the competitive bid or proposal process shall be kept by the purchasing agent and be included in the quarterly report. This record shall include the reasons why a bid waiver was used.

Footnotes:

--- (22) ---

Amended 2-1-1999 by Ord. No. 865; 11-5-2014 by Ord. No. 1177.

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CONTRACTOR'S STATEMENT

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or members:

N/A

If a corporation, the names and addresses of all officers, and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

Officers:

Fred B. Cuda, President, 4 New Park Road, East Windsor, CT 06088

Michele DePatie, Vice President, 4 New Park Road, East Windsor, CT 06088

>10% Owners:

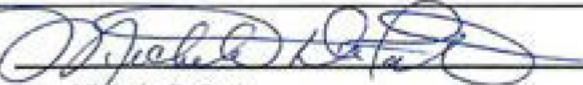
Fred B. Cuda, 4 New Park Road, East Windsor, CT 06088

Fred B. Cuda Irrevocable Trust U/A/D 8/22/17, [REDACTED] Longmeadow, MA 01106

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

None

Name of Contractor/Supplier Blake Thermal Sales & Service, Inc.

Signature of Authorized Representative 

Printed Name of Authorized Representative Michele DePatie

Title Vice President

Address 4 New Park Road, East Windsor, CT 06088



221 Law Street
Thomasville, GA 31792
229.226.3024
cleaverbrooks.com

May 5th, 2026

Subject: Authorized Cleaver-Brooks & Camus Representative for Connecticut

To Whom It May Concern:

This memo will confirm that Blake Thermal Sales and Service located in East Windsor is the only authorized Cleaver-Brooks and Camus representative for all new equipment, parts, conversions and service for all Cleaver-Brooks and Camus products in the entire State of Connecticut.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Duane J. Rolkosky

Duane Rolkosky
Corporate Regional Manager – Eastern Region
414.232.8327
drolkosky@cleaverbrooks.com



May 19, 2026

City of Stamford
888 Washington Boulevard
Stamford, CT 06901

Subject: Blake Thermal Proposal 14952 – OPP2203 Stamford Advanced Controls with parallel positioning and diagnostics
- CB 01042796

Thank you for the opportunity to submit our recommendation for the subject project. Please find below a detailed recommendation based upon the information provided. If you have any questions, please do not hesitate to reach out.

Product Model: CONV-HAWK-1000-HW(460/3/60)- CB BLR Unit # L-78601 & L78602		
Item	Qty.	Description
#1	2	HAWK ICS: CONV-HAWK-1000-HW(460/3/60) System Information: Boiler Design Type: Scotch Firetube Boiler Manufacturer - Cleaver - Brooks (Boiler(s) Unit Number(s): L-78601,L78602) Hot Water Boiler - 100 HP - Design Pressure: 125 PSI - Operating Temperature: 180 °F - Fuel 1: Natural Gas - Number of Boilers for Shared Controls: 2 Burner: Integral Emissions Level: Uncontrolled Boiler Components: Blower Motor
#3	2	Pricing valid for 30 days. Expiration: 6/18/2026.
#4	2	Control Panel Enclosure: NEMA 4/12 Standard 24Hx30Wx10D
#5	2	VSD/O2 Trim Analog Input Card (Control Panel)
#6	1	Revised Wiring Diagram: Submittals Based on Latest C-B Revision on File
#7	2	UL Label Panels: Both - Entrance and Control Panels
#8	2	Entrance Panel: 24x24x8 NEMA412: Sized For: 3 HP Blower Motor (6 Amps):
#9	2	CCT (Entrance Panel)
#10	2	NEMA 1 Open Drive Includes: 3 HP Drive (460/3/60), Line Reactor, HIM and Ethernet Communication Card. (Ship Loose, No Enclosure)
#11	2	VSD Fusing Kit Entrance Panel
#12	2	Main Power Disconnect Type: 30 Amp NEMA 1 Fused; Total Load: 9.5 Amps. (Ship Loose)
#13	2	SPDT Fuel Pressure Switch(es): 1 Fuel: High/Low Gas Pressure (Shipped Loose)
#14	2	Low Gas Pressure Switch Range: 3" - 21" wc (.1 - .75 PSI)
#15	2	High Gas Pressure Switch Range: 40" - 200" wc (1.44 - 7.2 PSI)
#16	2	SPDT Hot Water Controls: HLC, OLC (Shipped Loose)
#17	2	System Pump Interlock: Terminals Only
#18	2	Supply Water Temperature Transmitter - Section 4 Boiler - Max 250°F (Shipped Loose)
#19	2	Burner Management Control: RM7800, UV Scan (Control Panel)
#20	2	Stack Temperature Transmitter: (Shipped Loose)
#21	2	Alarm: Electronic Sounder (Control Panel)
#22	2	Hawk 1000 Touchscreen: 7" Color Screen (Control Panel)
#23	2	Touchscreen Located Center Middle on Panel Door
#24	2	Parallel Positioning Actuators: Air Damper Actuator (15ft/lbs), Gas Valve Actuator (3ft/lbs) (Actuators Include Connectors)(Actuator Assemblies Shipped Loose)
#25	2	Parallel Positioning Actuators Mounting Hardware: Air Damper (Gear), Main Gas Valve (Honeywell V51) Air Damper Bore Size: 2.380 in Gas Valve Size: 2 in (Actuator and hardware Shipped Loose. Valves/Dampers not included)





#26	1	Lead Lag Type: 2 Boiler System: Integrated Logic for Lead/Lag Modulation
#27	1	Common Header Temperature Transmitter for Lead Lag System: (Shipped Loose)
#28	1	BAS Interface: Protonode, BAS System: BACnet MSTP for 2 Connected Processors (RC Panel)
#29	1	Remote Communications Panel: 12X12X8 NEMA 1 Prewired Panel with: Protocol Translator and 24VDC Power Supply
#30	2	Boiler Panel Ethernet Hub:5 Port (Control Panel)
#31	1	Ethernet Hub: 5 Port (Standard) - RC Panel
#32	2	O2 Trim: CB Integrated - Air Trim
#33	2	Combustion (Ambient) Air Temperature Sensor (Shipped Loose)
#34	2	Expanded Annunciation with pre-wired interposing relays (Control Panel)

Product Model: CONV-FUEL-CB-700-100-125HW-REPLACEMENT GAS TRAIN(460/3/60)-STD/CFG[BLR:CB:Unit#:L-78602 L-78601]

Item	Qty.	Description
#35	2	Fuel Conversion: CONV-FUEL-CB-700-100-125HW-REPLACEMENT GAS TRAIN(460/3/60)-STD-CFG System Information: Project Market: United States Existing Boiler: CB-700-100-125HW (460/3/60) Existing Burner TD: 4 to 1 Emissions Level: Uncontrolled (NA - International) Existing Flame Safeguard: CB780 Boiler Diameter: 48 Boiler Unit Number: L-78602 L-78601 Gas Train Type: Honeywell Gas Pressure: Configuration: Standard Selections
#37	2	Pricing valid for 30 days. Expiration: 6/18/2026.
#38	2	Natural Gas Train Kit: 2 in. NPT I.V.T. Style Includes : Main Gas Train, Starter Gas Train, Pilot Gas Train, Main Gas High & Low gas pressure switches, Mounting brackets, Mounting hardware, Main gas plugged leak test cocks & gauges, (1) motorized main gas valves w/ POC, FM, GE-GAP, & CSD-1 compliant
#39	1	Revised Wiring Diagram





BLAKE THERMAL
TRUSTED EXPERTS IN STEAM & HOT WATER SOLUTIONS

4 New Park Road. 
East Windsor, CT 06088
800-353-1100 
www.blakethermal.com 

Item	Qty.	Product Model	PTC (USD)
#1	2	CONV-HAWK-1000-HW(460/3/60) – CB BLR Unit # L-78601 & L78602	\$117,249.53
#35	2	CONV-FUEL-CB-700-100-125HW-REPLACEMENT GAS TRAIN(460/3/60) - CB BLR Unit # L-78601 & L78602	\$30,839.92
Freight (PPA - Prepay and Add) Cost (USD):			\$0.00
Total Price to Customer (NOT INCLUDING TAXES) (USD):			\$152,534.45

*Updated proposal to include payment and performance bond: \$4,445.00.

Payment Terms are Net 30.

Submittal lead time is 3-4 weeks after receipt of a purchase order.

Production lead time is 10 weeks after submittal approval.

Items not noted above are by others or is an additional amount. Power wiring by others.

Notes:

- The price will be valid for thirty (30) days from the date of this proposal. We reserve the right to correct any errors that may be in this proposal, clerical or otherwise.
- Additional work performed will be charged on a time-and-material basis in accordance with our current rate sheet.
- During quoted work, if extensive damage is found or additional parts are required, you will be notified immediately.
- Lost time resulting from interference or obstruction by the customer or his agent will be billed as an additional charge.
- All work is figured to be done during regular working hours of eight hours per day, five days per week, weekends and holidays excluded.
- All freight is prepaid and add.

Sincerely,

Joshua Stebbins | Aftermarket Sales

Josh.Stebbins@blakethermal.com

P: 800-353-1100 x2025 | M: 860-970-3511

www.blakethermal.com



BLAKE THERMAL
TRUSTED EXPERTS IN STEAM & HOT WATER SOLUTIONS

4 New Park Road | East Windsor, CT 06088



Blake Thermal Sales & Service, Inc. - Terms and Conditions of Sale

1. AGREEMENT. These terms and conditions of sale apply to all goods, services, or combination of goods and services, sold, furnished or provided by the company named above (the "Seller"). They are the exclusive terms applicable to the goods and services provided by the Seller and any conflicting or additional terms are expressly rejected and of no force or effect.

2. PRICE; PAYMENT. The price is stated in Seller's quotation and is firm for thirty (30) days. Prices do not include taxes, freight or insurance. Payment terms are as indicated in Seller's proposal, or if not shown in the proposal, thirty (30) days net unless otherwise agreed in writing. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within thirty (30) days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent (1.5%) per month or the maximum rate of interest allowed by law. All quoted prices and delivery dates in any proposal furnished by the Seller are subject to prior sales that occur before written acceptance by the Customer as well as increased material costs. If at the time Seller receives a written acceptance of a proposal, and the then available production lead time at the Seller's manufacturing location does not allow for shipment within the number of weeks offered in the proposal, then the purchase price and any delivery dates shall be adjusted based upon the next available production and delivery dates as Seller may have available. If the customer requests changes in scope or schedule, or if the customer delays production or shipment of any goods, the price and any delivery dates shall be adjusted at Seller's sole discretion to reflect the changes caused thereby.

3. DELIVERY. Delivery is EXW, the place of shipment. The customer assumes all risk of loss following delivery of the goods to the first carrier. Dates for the delivery or shipment of goods or performance of the services are approximate only and are subject to change. The Seller is not liable for delays in performance or delivery due to causes beyond its reasonable control, including any labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, insurrection, riots, wars, fires, breakdowns of essential machinery and equipment, embargoes, tariffs, delays in transportation, accidents or other acts of force majeure, or any similar or dissimilar events. If such a delay occurs, the Seller may, at its option, extend the performance or delivery date for a period of time equal to the delay or terminate acceptance of the purchase order. If the customer requests to defer delivery dates by a written request adequate to support GAAP requirements for revenue recognition by the Seller, or if the customer fails to promptly accept the goods tendered for delivery, or shipment of the goods is otherwise delayed by causes beyond the Seller's reasonable control, the following conditions shall apply: (i) payments due upon shipment (or "delivery") shall be invoiced, due and payable upon "readiness to ship;" (ii) all financial securities required of the Seller shall be released based upon "readiness to ship," (iii) the customer shall pay reasonable storage and handling charges incurred by the Seller on the customer's behalf in the circumstances; (iv) risk of loss shall transfer to the customer upon "readiness to ship," (v) the customer shall be responsible for insuring the goods, and (vi) the customer shall inspect at delivery and give notice as soon as practical of any loss, damage or shortage evident by visual inspection and quantity count.

4. WARRANTIES. The Seller hereby assigns to the customer any rights it may have under any warranty extended by a third party covering the goods or part thereof. Goods manufactured by others and resold by the Seller carry the original warranty but do not carry any additional warranty by the Seller unless stated specifically in writing or as set forth below.

(a) **LIMITED WARRANTY.** The Seller warrants that all services furnished shall be performed in a good and workmanlike manner. The duration of this warranty is ninety (90) days from the performance of the services. Customer shall rely exclusively on manufacturer warranties with respect to goods provided, delivered or installed by Seller. Seller makes no warranties or guaranties with respect to such goods.

(b) **WARRANTY NOTICE AND REMEDY.** The customer must make a claim for any breach of warranty by written notice to the Seller's home office within thirty (30) days of the discovery of the defect or non-conformance. The Seller will, at its option and expense, repair or replace, F.O.B. Seller's plant, any goods that it determines are defective, or will re-perform any services which do not meet this warranty. No expenses incurred by the buyer in replacing, repairing or returning defective goods, services, or replacement parts will be reimbursed by the Seller. If the Seller is unable to repair the goods or re-perform the services so that they conform to the warranty after a reasonable number of attempts, the Seller will refund the portion of the purchase price paid that is attributable to the goods or services that were defective. These remedies are the exclusive remedies for breach of warranty.

(c) **EXCLUSIONS FROM WARRANTY.** These warranties are inapplicable to and

exclude: (i) damage caused by accident or negligence, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning; (ii) damage caused by the failure to follow all installation and operating instructions or manuals or to provide normal maintenance; (iii) damage caused by improper water treatment; (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications; or (v) any other abuse or misuse. **THE SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. SECURITY INTEREST. Until payment in full of the price, the Seller retains a purchase money security interest in the goods and any proceeds thereof to secure full payment of the price. The customer authorizes the Seller to record its security interest, to file a mechanic's lien, or both to secure payment. Upon request, the customer will promptly sign any documents reasonably related thereto. The customer will not encumber the goods with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

6. HAZARDOUS MATERIALS. Any hazardous materials encountered by the Seller at the site will be the responsibility of the customer and may cause delays in performance. Where such services involve boilers or boiler equipment, the customer shall be responsible for having the stack, chimneys and/or breeching cared for, inspected, and cleaned by a qualified provider. The Seller does not clean or inspect chimneys or breeching.

7. SELLER'S REMEDIES: The Seller has the right to recover all amounts owed or incurred as a result of the goods and services it has provided. Customer specifically agrees that in the event customer's creditworthiness becomes unsatisfactory to the Seller or upon customer's default prior to receipt of payment in full, the Seller shall have the following rights, in addition to any and all other rights that Seller may possess under federal, state or local law:

- (a) At any reasonable time, to withhold shipment or suspend providing services in whole or in part;
- (b) To require cash payments or satisfactory security for future deliveries of goods or the provision of services;
- (c) To recall goods in transit and retake the same;
- (d) To peaceably enter upon customer's premises to repossess the goods, without the necessity of any legal notices or process; and
- (e) To terminate this agreement.

Customer acknowledges and agrees that all goods withheld, recalled, retaken or repossessed shall become the absolute and sole property of the Seller subject to the equitable right of set-off for any partial payment made to the Seller for such goods. In the event of termination of this agreement or other termination of services being provided by Seller, Customer shall pay to Seller on demand reimbursement for all costs incurred by Seller to the date of termination, plus fees for services performed to the date of termination, reasonably calculated based on services performed and anticipated profits associated with such services. Customer shall reimburse Seller for all costs incurred in the collection of any amounts due Seller, including without limitation attorney's fees, court costs.

8. LIMITATION OF LIABILITY. THE SELLER WILL NOT BE LIABLE FOR AND THE CUSTOMER HEREBY WAIVES AND RELEASES ANY CLAIMS AGAINST THE SELLER FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST SALES, REVENUES OR PROFIT, LOSS OR RETURN OF OR DAMAGE TO PRODUCT, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE AND LOSS OF FACILITIES, INVENTORY, WORK-IN-PROCESS OR TIME AND MATERIALS, ARISING FROM ANY PERFORMANCE OR FAILURE OF PERFORMANCE BY THE SELLER OR ITS EMPLOYEES OR SUBCONTRACTORS UNDER THIS AGREEMENT OR A PURCHASE ORDER OR FROM THE BREACH OF WARRANTY HEREUNDER. THE TOTAL CUMULATIVE LIABILITY OF SELLER, IF ANY, FOR DAMAGES OF ANY KIND RELATING TO THE GOODS SUPPLIED OR SERVICES PERFORMED HEREUNDER OR OTHER BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID SELLER FOR SUCH GOODS OR SERVICES.

9. INDEMNITY. The Customer shall defend, indemnify and hold harmless the Seller, its agents, directors, officers and employees, from and against any and all claims, demands, causes of action, losses, costs, damages, liabilities and expenses (including reasonable attorney's fees and litigation expenses) arising out of or resulting from customer's breach of any provision of this agreement or any negligent acts or omissions of customer, or its agents, employees, subcontractors, vendors or

invitees in connection with this agreement.

10. GOVERNING LAW AND DISPUTE RESOLUTION. This agreement and any dispute arising under or with respect thereto shall be governed and decided in accordance with the laws of the State of Connecticut. Except for Seller's right to institute legal action for collection of amounts past due, any dispute, controversy or claim arising out of, or in connection with the provision of goods, services, this agreement, or any combination thereof, including its breach, termination or invalidity, shall be finally settled without recourse to the courts in accordance with the rules of the American Arbitration Association. The number of arbitrators shall be one, the location of the arbitration shall be in East Windsor, Connecticut, and the proceedings shall be conducted in English. The parties agree to discuss any point of disagreement in good faith and to escalate issues within their respective Seller before taking the dispute to arbitration in accordance with this section.

11. NOTICES. Unless specifically directed otherwise, whenever written notice is required under this Agreement, it may be provided by e-mail or other recognized electronic means and the parties further agree that communications and other business dealings between the parties may where appropriate also be conducted by such means.

12. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereto is that of independent contractors. Nothing contained within these terms and conditions, or the course of dealings between the parties shall be construed as

creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever. These terms and conditions are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the terms and conditions herein.

13. GENERAL. The rights and remedies contained herein are the exclusive remedies available for breach. No course of prior dealings and no usage of the trade shall be relevant to supplement or explain any terms used herein. Neither party shall assign this Agreement or a purchase order without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either party of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach. These terms and conditions may only be modified by a writing signed by both Seller and Customer and shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Connecticut.

Revision: 3/7/24

CITY OF STAMFORD

CODE OF ORDINANCES CHAPTER 47. – PERSONNEL

ARTICLE IV. LABOR STANDARDS AND RESPONSIBILITIES

ORDINANCE COMPLIANCE CERTIFICATION

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: Blake Thermal Sales + Service, Inc.

Street Address: 4 New Park Rd

City, State, Zip: E. Windsor, CT 06088

Title of person completing this form: VP, HR + IT

Signature: Debra E. Denegar

Printed Name: Debra E. Denegar

Date: 5/28/26



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
05/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		CONTACT PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED Blake Thermal Sales & Service, Inc. 4 New Park Rd East Windsor CT 06088 USA		INSURER(S) AFFORDING COVERAGE MAIC #	
		INSURER A: Zurich American Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570120239121 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INFO	SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT/APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:				04/01/2026	04/01/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PROP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		04/01/2026	04/01/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Stamford Government Center Project, customer #356. City of Stamford and its employees, agents and officers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Stamford and its employees, agents and officers in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of Stamford
888 Washington Blvd.
Stamford CT 06901 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

570120239121

Certificate No :





ACTIVE

4 New Park Road, Windsor, CT, 06088, United States

Business Details

General Information

Business Name

Blake Thermal Sales & Service, Inc.

Business ALEI

2385835

Business status

ACTIVE

Date formed

11/18/2021

Citizenship/place of formation

Domestic/Connecticut

Business type

Stock

Business address4 New Park Road, Windsor, CT, 06088,
United States**Mailing address**4 New Park Road, Windsor, CT, 06088,
United States**Requires Annual Filing?**

Yes

Last report filed

2025

Annual report due

11/18/2026

NAICS sub code**Public substatus**

Current

NAICS codePlumbing and Heating Equipment and
Supplies (Hydronics) Merchant
Wholesalers (423720)

Principal Details

Principal Name

Michele Depatie

Principal Title

Vice President, Secretary

Principal Business address

4 New Park Road, Windsor, CT, 06088, United States

Principal Residence address

[REDACTED] Glastonbury, CT, 06033-3269, United States

Principal Name

Fred Cuda

Principal Title

President, Treasurer

Principal Business address

4 New Park Road, Windsor, CT, 06088, United States

Principal Residence address

[REDACTED], Longmeadow, MA, 01106-2233, United States

Agent details**Agent name****Michele Depatie****Agent Business address****4 New Park Road, Windsor, CT, 06088, United States****Agent Mailing address****4 New Park Road, East Windsor, CT, 06088, United States****Agent Residence addresss****[REDACTED] Glastonbury, CT, 06033-3269, United States**

CERTIFICATE OF CORPORATE RESOLUTION
Bid

I, Michele DePatie, SECRETARY OF Blake Thermal Sales & Service, Inc.
A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF Connecticut, DO
HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE COPY OF CERTAIN RESOLUTIONS
ADOPTED BY THE BOARD OF DIRECTORS OF SAID COMPANY, AT A MEETING THEREOF
DULY CALLED AND HELD ON THE 1st DAY OF June, 20 26.

"RESOLVED, THAT THE Regional Sales Manager
OF THE CORPORATION BE AND IS HEREBY AUTHORIZED TO SIGN
A CONTRACT WITH THE CITY OF STAMFORD, CONNECTICUT FOR
City of Stamford Boiler Advanced Controls Upgrade, BID No. S- N/A."

I, FURTHER CERTIFY THAT, Justin Genga IS THE DULY
ELECTED Regional Sales Manager OF Blake Thermal Sales & Service, Inc.
AND THE FOREGOING RESOLUTION HAS NOT BEEN MODIFIED OR REPEALED AND IS
IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, I HAVE, HEREUNTO, SUBSCRIBED BY NAME AND AFFIXED
THE SEAL OF SAID CORPORATION THE 1st DAY OF June, 20 26.


SECRETARY

Bond No. 108482120

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Blake Thermal Sales & Service, Inc.
4 New Park Road
East Windsor, CT 06088

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Stamford
888 Washington Boulevard
Stamford, CT 06901

CONSTRUCTION CONTRACT

Date:

Amount: \$ 152,534.45 One Hundred Fifty Two Thousand Five Hundred Thirty Four Dollars and 45/100

Description:

(Name and location) Stamford Government Center - Update Boiler Controls and Associated Work for (2) Cleaver Brooks Natural Gas Boilers

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 152,534.45 One Hundred Fifty Two Thousand Five Hundred Thirty Four Dollars and 45/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Blake Thermal Sales & Service, Inc.

SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: _____

Name
and Title:

Signature: Wendy Krystopa
Name Wendy Krystopa
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Smith Brothers Insurance, LLC.
68 National Drive, Suite 2
Glastonbury, CT 06033
860-652-3235

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Bond No. 108482120

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Blake Thermal Sales & Service, Inc.
4 New Park Road
East Windsor, CT 06088

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Stamford
888 Washington Boulevard
Stamford, CT 06901

CONSTRUCTION CONTRACT
Date:

Amount: \$ 152,534.45 One Hundred Fifty Two Thousand Five Hundred Thirty Four Dollars and 45/100

Description:
(Name and location) Stamford Government Center - Update Boiler Controls and Associated Work for (2) Cleaver Brooks Natural Gas Boilers

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: \$ 152,534.45 One Hundred Fifty Two Thousand Five Hundred Thirty Four Dollars and 45/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Blake Thermal Sales & Service, Inc.

Signature: _____

Name
and Title:

SURETY
Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: Wendy Krystopa
Name: Wendy Krystopa
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Smith Brothers Insurance, LLC.
68 National Drive, Suite 2
Glastonbury, CT 06033
860-652-3235

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Wendy Krystopa of Glastonbury CT, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 13th day of May, 2028.



State of Connecticut

City of Hartford ss.

On this the 13th day of May, 2028, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 31st day of March, 2031



Marie E. Sorenson

Marie E. Sorenson, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

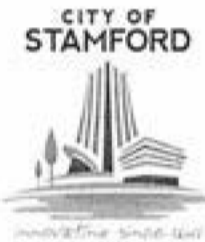
Dated this _____ day of _____



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Requisition R.
2026.010964 (152,534.45 USD)

Report Date 6/24/26 8:01 AM EDT
Page 1 of 1

Requisitioning BU Stamford
Entered By Ross, DeWanda
Status Pending approval
Description Government Center Boiler
Project
Emergency Requisition No

Requisition Amount 152,534.45 USD
Approval Amount 152,534.45 USD
Procurement Card
Justification Waiver Attached
Funds Status Reserved

Attachments

Title	File Name or URL	Description
Blake Thermal Bid Waiver Binde	Blake Thermal Bid Waiver Binder v2 5.27.26.pdf	
City of Stamford OPP2203 - Boi	City of Stamford OPP2203 - Boiler Advanced Controls and Gas Train Proposal.pdf	

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Government Center Boiler Project	820-14			0.00	152,534.45	Pending approval	Reserved

Requester	Ross, DeWanda	Supplier	Blake Thermal Sales & Services Inc
Urgent	No	New Supplier	No
Requested Delivery Date	6/30/26	Supplier Site	BLAKE THERMA_p1
Deliver-to Location Type	Internal	Supplier Contact	
Deliver-to Location	Facilities Maintenance	Contact Phone	
Deliver-to Address	185 Magee Avenue, Building 6	Supplier Item	
	Stamford, CT 06902		
	United States		
Destination Type	Expense	Note to Supplier	
Subinventory		Note to Receiver	
Note to Buyer			

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	000-0000-0-0	6/23/26	100		152,534.45	Reserved

End of Report