

CITY OF MIDDLETOWN-PURCHASING OFFICE
ROOM 112
MUNICIPAL BUILDING
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895



CONTRACT DOCUMENTS

BID #2016-017

FURNISH AND INSTALL DUCTLESS SPLIT AIR CONDITIONING SYSTEMS

**Board of Education
City of Middletown, Connecticut**

BID OPENING: Monday, July 11, 2016 at 11:00 am

QUESTIONS: Contact the Purchasing Office at (860) 638-4895

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

**BID #2016-017 FURNISH AND INSTALL DUCTLESS SPLIT AIR CONDITIONING SYSTEMS
CITY OF MIDDLETOWN - BOE**

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**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until Monday, July 11, 2016 at 11:00 am for the following:

**BID #2016-017
FURNISH AND INSTALL DUCTLESS SPLIT AIR CONDITIONING SYSTEMS
CITY OF MIDDLETOWN - BOE**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, Monday through Friday, between the hours of 8:30 A.M. to 4:30 P.M. Bid documents may also be mailed to prospective bidders upon request, however, **it is strongly recommended that the bid documents are downloaded directly from the City's web site at www.cityofmiddletown.com.**

All questions concerning this bid should be directed in writing to the office of the Purchasing Department by facsimile at (860) 638-1995 or by email at purchase@cityofmiddletown.com.

*****A pre-bid conference** will be held on Wednesday, June 22, 2016 at 10:00 am at the site, Woodrow Wilson Middle School, 1 Wilderman Way, Middletown, CT. **Bidders are strongly encouraged to attend this meeting in person or by representative.**

Bids will be publicly opened and read aloud in the Council Chambers, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut. All bids shall be submitted on the designated forms and in a **sealed envelope** using the Bid Return Label provided at the end of the bid packet and marked as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: 06/14/2016
Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDER

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Office, Room 112, at the time and place set forth therein with the award to be made as soon as practicable thereafter. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give unit and lump sum prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; in a sealed envelope using the Bid Return Label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidders must type or use black pen at all times.** Questions will be addressed in accordance with item #10 of the Information to Bidders.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within ninety (90) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award one (1) vendor in the aggregate to the lowest responsible bidder complying with these specifications, submitting the lowest total cost to complete the work as specified, providing that there are sufficient funds available to award this contract. The lowest responsible bid shall be determined based upon the sum of the base bid and bid alternates selected, if any. Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Time of Completion/Liquidated Damages The bidder shall be available to commence work within ten (10) consecutive calendar days after receipt of the Notice to Proceed as issued by the City and shall agree to complete the work within the time specified for completion.

Bidders are advised that the date set for substantial completion for this project shall be within 45 days (45) consecutive Calendar days after the award of bid and/or Notice to proceed.

**** Please note, it is the intent of the City of Middletown as well as the BOE that this project is completed by September 1, 2016 but, no later than September 15, 2016**

Any contract awarded pursuant to this Bid Document shall be subject to a liquidated damages provision whereby the Parties recognize that time is of the essence with this project and that the City will suffer financial loss if the project is not completed within the times specified in the Contract documents, plus any extensions of such deadlines thereof allowed by the City.

The bidder agrees that all extensions made by the City shall be in writing or shall be deemed ineffective. The bidder also recognizes that the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the project is not completed on time. Accordingly, instead of requiring any such proof, the bidder agrees that as liquidated damages for delay (but not as a penalty) bidder shall pay the City four hundred dollars (\$400.00) for each day that expires after the time specified in this section for substantial completion, until the project is determined in good faith to be substantially complete by the City.

After substantial completion has been achieved, if bidder shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract documents for the completion and readiness for final payment or within the time frame allowed by any proper extension that is granted by the City, the bidder shall pay the City four hundred dollars (\$400.00) for each day that such work is not completed. These liquidated damages will apply to any termination for cause or convenience, with or without cause and without prejudice to any other right or remedy of the City.

9. Prices - In the event of discrepancy between the unit prices or lump sum prices quoted in the proposal in words and those in figures, the written prices shall control. The prices are to include furnishing all material, equipment, labor, and incidentals necessary to comply with the City's requirements.

10. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov

To receive consideration, such questions shall be submitted in writing. Deadline for submission of questions is Thursday, June 30, 2016 by noon (EST). If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. Termination of Agreement - If bidder fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the bidder's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. Additionally, the City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the contract shall terminate at the end of that month. The bidder shall be compensated for only those services actually rendered prior to the date of termination.

12. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment entitled "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

13. Excise and Sales Tax - Services provided to the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes.

Bidders are advised that the services required pursuant to this contract are exempt, pursuant to Section 12-426-18 of the Regulations of Connecticut State Agencies.

14. Firm Pricing - The City of Middletown requires that all bidders hold bid pricing firm the minimum of ninety (90) consecutive calendar days from the date of receipt of bids.

15. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of

materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

16. DAS Prequalification Certificate and DAS Update (Bid) Statement - The Contractor and any Subcontractor performing work with a subcontract value in excess of \$500,000 shall each hold a current DAS Contractor Prequalification Certificate from the State of Connecticut Department of Administrative Services in accordance with C.G.S. Section 4a-100. Bidders shall submit in their bid the DAS Prequalification Certificate and a current DAS Update (Bid) Statement. Bids submitted without the DAS Prequalification Certificate and DAS Update (Bid) Statement shall be disqualified.

17. Bonds -

A. Bid Bond - The proposal must be accompanied by a Bid Bond which shall not be less than ten percent (**10.0%**) of the total bid amount. The Bid Bond shall be prepared on the forms attached to these documents by a recognized Surety Company acceptable to the City. Premiums shall be paid by the bidder. The bid bond shall be made to the City of Middletown. **Alternate bond forms will not be accepted by the City.**

Certified checks in an amount of not less than ten percent (10.0%) of the total bid as stated above, made payable to the City of Middletown, will be accepted in lieu of a bid bond.

B. Guarantee by Surety - The bid shall be accompanied by a written guarantee submitted on the form attached to these documents by a Surety authorized to do business in Connecticut that it will provide the 100% Performance Bond included within these specifications required by the contract documents if the bidder's bid is accepted.

C. Performance and Labor and Materials Bond - The bidder shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of the contract and for payment of all persons performing labor or supplying materials on the project under the contract, prior to the execution of the contract. Surety

on such bond shall be provided by a duly authorized Surety company licensed to do business in the State of Connecticut and all bonds shall meet the approval of the City of Middletown. Premiums shall be paid by the bidder. All bonds shall be made to the City of Middletown. The bidder must utilize the Performance Bond Form included with these specifications. **Alternate bond forms will not be accepted.**

D. Maintenance Bond - Following completion of the project, the bidder shall be required to furnish a Maintenance Bond on the designated form incorporated herein. The Maintenance Bond shall be in the amount of ten percent (10%) of the contract price and must be furnished to the City of Middletown prior to the execution of the final payment and will act as a warranty for a period of twelve (12) months from date of final payment as set forth in the

Maintenance Bond. **Alternate bond forms will not be accepted.**

E. Amendments to Bonds - Any changes, modifications, amendments and/or alterations to any of the required bond forms shall be highlighted and the City shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the City of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future City projects.

F. Tax Bonds: All Non-resident Trade Contractors are required to submit either a "Verification approval (form AU-960 & 961) Or Acceptance of Surety Bond (form AU-964) to the State of Connecticut Department of Revenue Services (DRS). The successful bidder must provide approval confirmation to the City of Middletown submitting form (AU-962) or (AU-965) issued from the DRS prior to the issuance of the Notice to Proceed.

18. Conditional/Qualified Bids - A conditional or qualified bid will not be accepted.

19. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be noted over the signature of the bidder.

21. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

20. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

22. Americans with Disabilities Act - The bidder in performing this agreement, will at all times, comply with the provisions of Title li, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

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

24. Building Permits - The selected bidder shall be required to obtain all necessary State and Local permits prior to the start of work as applicable. **Fees for local permits shall be waived.**

The bidder's attention is directed to the fact that one or more permits are required under this project. The bidder shall be prepared to provide, as a condition of the bid, all work needed to secure the permits that are required for this project and shall reflect full cost for such work in his/her bid.

25. Plans and Specifications - Up to Five (5) sets of plans and specifications will be furnished to the bidder upon the award of the contract.

26. Contract Documents - The contract documents shall be incorporated into the agreement form between the City of Middletown and the bidder, which documents shall include the Invitation to Bid, Information to Bidders, Proposal Form, Non-Collusive Affidavit, Statement of Bidders Qualifications, Wage Rates and Certification Form, Notice of Award, Standard Agreement, Notice to Proceed, Performance Bond, Bid

Bond, Labor and Materials Payment Bond, Maintenance Bond, Certificate of Surety, Special Conditions, Supplementary Conditions, Conformance Form C.G.S., Change Order Form, Insurance Requirements, Certificate of Release or Waiver of Payment, Prevailing Wage Rates, General Conditions, Bid Attachments, Technical Specifications, any addenda issued during the bidding period and any other conditions or instructions bound as part of this specification.

27. Examination of Site - Each bidder shall visit and examine the site of the proposed work and fully acquaint himself with conditions, including concealed conditions, relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any bidder to receive or examine any instrument, addendum or other documents or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to his bid or the contract.

It is agreed and understood that the owner does not warrant or guarantee that the materials, pipes or other structures encountered during construction will be the same as those indicated by the logs of test pits or by the information given on the contract documents. The bidder must satisfy themselves regarding the character, quantities and conditions of the materials and the work to be done.

28. Pre-bid Conference and Inspection - A Pre-Bid meeting has been scheduled on **Wednesday, June 22, 2016 at 10:00 am** at the site, Woodrow Wilson Middle School 370 Hunting Hill Ave (1 Wilderman Way), Middletown, CT.

The Pre-Bid Conference shall provide a means for the Contractor to identify inconsistencies in the Contract Documents. Should the Contractor fail to identify inconsistencies at this time and a question arises after the bidding period, it shall be assumed that the bidder had a clear understanding of the requirements of the contract and submitted his bid accordingly.

29. Withdrawal and Modifications of Proposals - Proposals may be withdrawn by written or telegraphic request delivered to the City of Middletown, care of The Purchasing Agent, by the time fixed for opening of bids. Negligence on the part of the bidder in preparing the Proposal, confers no right for withdrawal of the same

after it has been opened. Proposals received later than the time and date specified will not be considered. The City of Middletown reserves the right to select or reject any or all of the bids and/or the unit prices, and not necessarily in the order in which they appear in the Proposal Form if to do so is in the best interest of the City of Middletown.

30. Failure of Bidder to Execute Contract - When notification of award of the contract is made to the successful bidder and he does not, within ten (10) consecutive calendar days thereafter, execute a Contract in the form previously mentioned and furnish satisfactory bond, his failure to do so shall cause him to forfeit its bid security payment .

31. Bidders Qualifications - The City of Middletown may make such investigation as deemed necessary to determine that ability of the bidder to discharge his contract. The bidder shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any proposal if the bidder fails to satisfactorily convince the City that he is properly qualified by experience and facilities to fulfill his obligations and complete the terms of the contract. Determination of the lowest responsible bidder will be administered in conformity with the City ordinance. Each bidder shall submit, on the form furnished for that purpose, his qualifications for the work contemplated.

The bidder shall submit with his or her bid a completed notarized statement of bidder's qualifications to be submitted on the form attached to these documents.

In evaluating the bidder's qualifications to complete the work, as specified in this contract, the City of Middletown shall require that the bidder has been regularly engaged in the type of work set forth in the contract documents for a period of not less than five (5) years prior to the bid date. The bidder shall have adequate plant, equipment, and facilities for the proper performance of the work as set forth in the contract documents, and all such plant, equipment, and facilities shall be subject to the approval of the owner.

32. Wage Rates - Wage rates, establishing the minimum, issued by the State of Connecticut Labor Department and Contractor's Wage Certification Form, a copy of which is attached, are made a part of this Contract. The bidder shall submit with his/her bid a completed, notarized Contractor's Wage Certification form. These forms are included in the Bid Proposal.

Pursuant to State of Connecticut Public Act 93-392 the bidder, shall submit a certified payroll record, utilizing the form furnished with the prevailing wage rates included within these specifications. The certified payroll shall be submitted on a weekly basis with a **Statement of Compliance** to the contracting agency included on the reverse side of the payroll form.

33. Workers Compensation Act All bidders are required to conform to C.G.S. Section 31-286a, as amended, concerning worker's compensation insurance requirements for Contractors on Public Works projects. The bidder shall submit with his/her bid a completed and notarized Workers Compensation Act Conformance Form.

34. Laws and Regulations: The bidder's attention is directed to the fact that all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations, codes of all authorities having jurisdictions over construction work in the locality of the project shall apply to the contract throughout the completion of the work and they are deemed to be included herein the same as though written out in full; this includes the municipality's equal opportunity requirements.

35. Notices to Contractor: Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following.

- Permits/Permit Applications;
- General Provisions;
- General Conditions;
- General Specifications
- Insurance Requirements;
- Wage Rates;
- Interpretation of Drawings and Specifications;
- Equal Employment Opportunity Requirements as required by the City;

36. Quantities: The quantities and items of work specified herein are approximate only and are provided only for the comparison of bids and to indicate approximately the amount of the contract. The City does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does not call particular attention to the uncertainty in the quantities of the

work involved which cannot be predicated in advance. The work under certain items may be materially greater or less than those given in the bid as may be necessary in the judgment of the owner to complete the work contemplated in the contract.

The City of Middletown shall reserve the right to increase or decrease the quantities of work required or may delete items of work, as listed in the bid without prejudice towards the bid prices. Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

37. Definition of Terms - For the purpose of this contract wherever the word bidder appears it shall refer to the contractor and wherever the word contractor appears it shall refer to the bidders.

38. Unit Price Items - The unit items stated in the proposal of the bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity estimated for each item by the unit price represents the total bid. Any proposal not conforming to this requirement may be rejected as unsatisfactory. The special attention of all the bidders is called to this provision so that should conditions make it necessary to revise the estimated quantities, no limit will be fixed for such increased or decreased quantities payment for same and shall be made at the contract unit price allowances specified.

39. Right of Cancellation: - The City of Middletown shall reserve the right to cancel this request for bid, without penalty, at any time prior to the date established for the receipt of bids. If the City exercises this right, all bidders shall be notified by written addendum to this contract.

40. Extension Option - The City of Middletown reserves the right to renew the contract for up to one additional year provided that existing contract pricing will be held firm for the additional contract period, if to do so is mutually acceptable to the parties. Authorization to renew the contract shall be subject to the approval of the Supervisor of Purchasing who shall prepare a written amendment to the agreement for the signature of the mayor. No other act shall serve as authorization for renewal.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT
CHAPTER 78**

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which

has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes. Unless provisions are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, in any manner is prohibited by the laws of the United States or of the State of Connecticut and the City of Middletown. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16)

ARTICLE II TRADES WORKERS AND LABORERS.

26-7 Provisions to be incorporated

All contracts entered into between the City of Middletown and contractors which utilize trades workers and laborers by the contractor shall in the performance of the Contract incorporate the following provisions:

- A. The Contractor shall hire residents of the City of Middletown to perform all necessary labor.
- B. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire trades workers and laborers who reside outside the City, provided that prior to commencement or performance the contractor submits its reasons for such action in writing along with supporting documents to the City.

Such documents may consist of, but are not limited to labor contracts, lists of names and addresses of trades workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as

may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any party.

C. Prior to commencement of performance, and at any time after commencement of performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City. The contractor shall respond promptly to all inquires and requests for information and documents made by the City.

D. Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written statement which indicates the name of each worker scheduled to perform work for the contractor on each contract, the worker's City of residence and occupational title. The same shall be provided for all subcontractors working on the contract. The department shall forward copies of such statements to the Purchasing Agent upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. The amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the Office of the Purchasing Agent shall keep separate files of each construction project.

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

F. A copy of this ordinance shall be included and be part of the bid and contract documents. Reference

to the page number of this ordinance shall be made in the index or table of contents of the bid and contract documents.

G. All tradesworkers and laborers hired to perform work under contracts that meet the total cost of construction amounts set out in Connecticut General Statutes § 31-53, as amended, shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contract.

26-8 Definitions

As used in this article the following terms shall have the meaning indicated "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or general contractor shall be responsible for the compliance of the subcontractors.

"Tradesmen" and "Laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

26-9 Inspection and Enforcement

A. The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to insure that the intent of this ordinance is met.

B. The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

C. The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

26-10 Contract Compliance Committee

- A. There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council. Two of the committee members shall be Common Council members not of the same political party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment.
- B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated.
- C. The Purchasing Agent shall provide staff assistance to the committee. (3/1/82, 11/1/02, 2/3/2003, 9/4/2007)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

ARTICLE IV APPRENTICES

26-12 Provisions to be incorporated.

All contracts entered into between the City of Middletown and contractors, which utilize apprenticeable trades, or occupations by the contractor in the performance of the contract shall incorporate the following provisions:

The contractor shall be affiliated with a state certified apprenticeship program for each apprenticeable trade or occupation represented in its workforce that is not otherwise governed by applicable state statutes and regulations.

26-13 Exception

In the event the contractor is restricted by labor contracts, the contractor may not have to comply with the provisions of subsection (a). provided that prior to commencement of performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts.

26-14 Enforcement

The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party.

(12/7/98, 11/1/02)

ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS

26-15 Compliance with state and federal laws required.

All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of

any public building or public work shall comply with all applicable state and federal laws governing fair treatment of employees, including but not limited to unemployment compensation and workers' compensation. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of independent contractors, including but not limited to payment of the relevant prevailing wage rates.

26-16 Determination of status as employee.

For purposes of this chapter, any person who meets 9 or more of the following criteria shall be considered an employee:

- A. The person is required to comply with company instructions about when, where, and how work is done;
- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.
- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.
- J. The person must perform work in a preset sequence.
- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.

- M. The person is reimbursed for all business and travel expenses.
- N. The person uses company tools and materials.
- O. The person has no significant investment in the facilities that are used.
- P. The person has no risk of loss.
- Q. The person works for only one company.
- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

26-17 Enforcement

Enforcement of this provision shall be monitored by the Building Committee or the Director of the City Department or Agency for which the construction is being done. If the construction, alteration or repair is being overseen by a building committee, the building committee shall monitor compliance with this section. Nothing in this subsection shall be construed to prevent the Public Works Department, the Contract Compliance Committee, the Purchasing Department or the Common Council from conducting independent investigations and/or initiating enforcement through appropriate channels.

26-18 Applicability

This Section shall only be applicable to contracts signed on or after the date of its passage.

26-19 Notice of Status

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor.

(9/7/99, 11/1/2002)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:
(Check the one which applies.)

- ___ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ___ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:
My Commission Expires:

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions contain changes and/or additions to the General Conditions, which where they are not specifically herein modified remain in full effect.

Article 1. Contractor's Claim for Damage:

If the contractor claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the City or any of its agents, he/she shall within one week after the sustaining of such damage, submit a written statement to the City of Middletown of the nature of the damage sustained, file with the City of Middletown an itemized statement of the details and amounts of such damage; and unless such statement shall be made as required his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim not considered valid.

Article 2. Conditions Under Which the City May Complete:

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the City of Middletown, or if the contract or any claim thereunder shall be assigned by the bidder otherwise than as herein specified, or if at any time the City of Middletown shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the bidder has violated any of the provisions of this contract or that the work is not being done in an acceptable workmanlike manner as determined by the City of Middletown, the City of Middletown may notify the bidder to discontinue all work or such part thereof as the owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the bidder, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools or every description as may be found upon the

line of said work.

The City of Middletown may, instead of notifying the bidder to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the City of Middletown, be necessary to insure the completion of the work or such part thereof to the bidder. Neither the notice from the City of Middletown to the bidder to increase his force nor the employment of additional force by the City of Middletown, shall be held to prevent a subsequent notice of the City of Middletown to him to discontinue work under the provisions of the proceeding portion of the Article.

Article 3. Payments:

Payment Terms shall be net thirty (30) days from receipt and approval of each progress payments.

Article 4. Last Payment to Terminate Liability to the Owner:

Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the bidder of any payment shall release the City or its agents from any and all claims and liabilities of the bidder for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

Article 5. The Contract Sum:

The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations cross receipts

and other similar taxes and license fees, all of which are to be paid by the bidder. Said contract sum also includes, and the bidder shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The bidder further shall indemnify and hold harmless the City, its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the bidder and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Article 6. Presidential Executive Order 11246:

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1976; and, as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee, shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

Article 7. Changes in the work:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the City and the Architect, by a work order.

Article 8. Indemnification:

A. To the fullest extent permitted by law, the bidder shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is:

1. attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and
2. is caused in whole or in part by any negligent act or omission of the bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the Owner, their officers, agents, servants and employees by any employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

C. To the fullest extent permitted by law, prior to commencing work, the bidder shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless the City of Middletown, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance or lack of performance of the work, provided that any such claim, damage, loss or expense:

1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting

therefrom, and

2. is caused in whole or in part by any negligent act or omission of the subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

D. In any and all claims against anyone indemnified hereunder by any employee of the subcontractor, or any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

Article 9. Progress Payments:

Progress payments shall be made in accordance with Article 9 of the General Conditions incorporated within these specifications, unless specifically modified herein. At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Architect, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the Architect/Engineer may require. Materials stored on the site for future installation **shall not be**

included in the Application for Payment.

The Architect/Engineer will, within ten (10) days after receipt of each application, either accept or refuse the application, including his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment.

The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The retainage will be held by the Owner until the completion of the Work.

The Owner will, no sooner than ten (10) consecutive calendar days from the date the invoice is approved by the Architect, forward the invoice to the Public Works Department for approval. The invoice will be then be forwarded to the Department of Finance who will pay the Contractor the due amount.

The contractor warrants and guarantees that title to all work, materials and equipment included and covered by each respective Application for Payment will have passed to the Owner, prior to the making of the application for payment, free and clear of all liens, claims, security interest and encumbrances.

Prior to the Final Application for Payment, the General Contractor shall submit to the Project Engineer a duly notarized "Certificate of Waiver and Release of Lien" in the form as set forth on the form included with these specifications for all subcontractors and suppliers providing labor and materials on this project.

Final payment shall be released to the General Contractor upon the receipt of all of the "Certificate of Waiver and Release of Lien" forms from each subcontractor and / or supplier furnishing labor or materials on this project in accordance with the contract terms.

NOTICE OF AWARD

TO: _____

DESCRIPTION: **Bid # 2016-017 Furnish and Install Air Conditioning Systems CITY OF MIDDLETOWN - BOE**

The City of Middletown has selected your firm as the apparent low bidder to complete the Air Conditioning Systems and in response to its advertisement for bids dated 06/14/2016 and in accordance with the Contract Documents. ✓

You are hereby advised that your lump sum bid has been accepted.

For a total contract award of:

_____ (\$ _____)
Written figures

_____ will be authorized
Firm Name

to proceed with this work or provide the specified items and or service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the Mayor of the City of Middletown.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bonds within **ten(10)** calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the City of Middletown will be entitled to consider all your rights arising out the City's acceptance of your Bid as abandoned and the City will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this _____ day of _____, 2016.

By: _____

Title: Supervisor of Purchases

ACCEPTANCE OF NOTICE

The receipt of the above Notice of Award is hereby acknowledged by

Signature _____

this the _____ day of _____, 2016

Name/Title _____

**SAMPLE AGREEMENT FOR BID #2016-017
Furnish and Install Air Conditioning Systems
CITY OF MIDDLETOWN – BOE**

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the City of Middletown, Connecticut, hereinafter called the Owner, and _____ called the Bidder or Contractor (herein referred to collectively as the “Parties”), WITNESSETH: that the Parties to this Agreement each in consideration of the agreements on the part of the other herein contained have agreed, and by this presents do hereby agree, the Owner for itself, and the bidder, for himself, and his heirs, executors, administrators, successors and assigns, as follows:

Article 1. Scope of Work - The Bidder shall furnish all of the labor, equipment, materials and incidentals necessary to complete the project as specified in the Contract Documents entitled: – **Bid # 2016-017 Furnish and Install Air Conditioning Systems – CITY OF MIDDLETOWN - BOE** Department as prepared by the City of Middletown, Connecticut (herein “Work”).

Article 2. The Contract Sum - The contract sum specified in the contract documents under the applicable items includes all state and local sales, use, occupations, gross receipts and other similar taxes and license fees, all of which are to be paid by the Bidder. Said contract sum also includes, and the Bidder shall pay, the contributions measured by wages of his employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The Bidder further shall indemnify and hold harmless the City, its officers, agents, servant and employees on account of any contributions measured by the wages as aforesaid of employees of the Bidder and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Compensation for services shall be made in accordance with the unit pricing included in this agreement.

# ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
--------------------	----------	------------	-----------

Total compensation due the contractor shall be:

(\$ _____).

Written figures

Based upon the estimated quantities.

Article 3. Progress Payments: Progress payments shall be made in accordance with Article

#9 , Progress Payments, of the Supplementary Conditions of these specifications, unless specifically modified herein which shall be as follows:

At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Engineer, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the Engineer may require. Materials stored on the site for future installation **shall not** be included in the Application for Payment.

The Engineer will, within ten (10) days after receipt of each application, either accept or refuse the application, including his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment.

The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The retainage will be held by the Owner until the completion of the Work.

The Owner will, no sooner than ten (10) consecutive calendar days from the date the invoice is approved by the Department Director / Engineer and received by the Department of Finance; pay the Contractor the due amount.

The contractor warrants and guarantees that title to all work, materials and equipment included and covered by each respective Application for Payment will have passed to the Owner, prior to the making of the application for payment, free and clear of all liens, claims, security interest and encumbrances.

Prior to the Final Application for Payment, the General Contractor shall submit to the Project Engineer a duly notarized "Certificate of Waiver and Release of Lien" in the form as set forth on the form included with these specifications for all subcontractors and suppliers providing labor and materials on this project.

Final payment shall be released to the General Contractor upon the receipt of a 10% Maintenance Bond and a Release of Surety to be effective upon the issuance of the final payment on this project in accordance with the contract terms.

Final payment shall be released to the General Contractor upon the receipt of all of the "Certificate of Waiver and Release of Lien" forms from each subcontractor and / or supplier furnishing labor or materials on

this project in accordance with the contract terms.

Article 4. The Contract Documents - include the Invitation to Bid, the Information for Bidders, the Bid Attachments, the General Specifications, the General Conditions, Special Conditions, Technical Specifications, the Bid Proposal Page, the Non-Collusive Bid Statement, the Notice of Award, this Agreement, any addenda issued, the Wage Rates, the Statement of Contractor's Qualifications, Performance Bond, Labor and Material Bond, Maintenance Bond, and the Insurance Requirements which form the entire Contract as if more fully stated herein (herein "Contract").

Article 5. The bidder shall be required to commence work within ten (10) calendar days from the date specified in the Notice to Proceed as issued by the Owner and shall agree to complete the work within **Forty Five (45)** consecutive calendar days thereafter. The Parties recognize that time is of the essence with this project and that the Owner will suffer financial loss if the Work is not completed within the times specified in the Contract documents, plus any extensions of such deadlines thereof allowed by the Owner. The Parties agree that all extensions made by the Owner shall be in writing or shall be deemed ineffective. The Parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay the Owner four hundred dollars (\$400.00) for each day that expires after the time specified in this section for substantial completion, until the Work is determined in good faith to be substantially complete by the Owner. After substantial completion has been achieved, if Bidder shall neglect, refuse, or fail to complete the remaining Work, within the time specified in the Contract documents for the completion and readiness for final payment or within the time frame allowed by any proper extension that is granted by the City, the Bidder shall pay Owner four hundred dollars (\$400.00) for each day that the Work is not completed. These liquidated damages will apply to any termination for cause or convenience, with or without cause and without prejudice to any other right or remedy of the City.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement, the day and year first above written.

WITNESS:

WITNESS:

CITY OF MIDDLETOWN, CONNECTICUT

Daniel T. Drew
Its Mayor, Duly Authorized

Date: _____

BIDDER:

BY _____
Its _____, Duly Authorized

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____

as Principal, and _____

as Surety are held and firmly bound unto the City of Middletown hereinafter called the

"Owner", in the penal sum of \$ _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____ for **Bid # 2016-017 Furnish and Install Air Conditioning Systems – CITY OF MIDDLETOWN - BOE**

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within ninety (90) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2016, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties of this Bond.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

_____(Seal)
Individual Principal

Business Address

Attest: _____ By: _____
Corporate Principal

Business Address

Attest: _____ By _____
Affix Corporate Seal

_____ Corporate Surety

Business Address

Countersigned by _____ By _____
Affix Corporate Seal

*Attorney-in-fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to bond.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called "Principal", and

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Middletown, Connecticut, as

Obligee, hereinafter called "City" in the amount of:

_____ (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by written agreement dated _____, entered into a Contract with the City for **Bid # 2016-017 Furnish and Install Air Conditioning Systems – CITY OF MIDDLETOWN - BOE** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully and promptly perform said Contract, and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the City of Middletown, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by the City.

Whenever Principal shall be, and declared by the City to be in default under this Contract, the City having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its

terms and conditions, and upon determination by the City and Surety of the lowest responsible Bidder, arrange

for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall occur on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

Signed and sealed this ____ day of _____, 2016 A.D.

In the presence of:

_____ (SEAL)
Principal

_____ by _____

_____ (SEAL)

_____ by _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we the undersigned,

_____ (Contractor) as Principal, and _____

_____, as Surety, are held and firmly bound unto the City of Middletown, Connecticut,

hereinafter called the "City", in the final sum of _____ Dollars (\$ _____) lawful monies of the United States for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an Agreement, dated _____, 2016, for the Contract **Bid # 2016-017 Furnish and Install Air Conditioning Systems – CITY OF MIDDLETOWN - BOE** THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period of twelve (12) months from the date of final Payment and issuance of a Certificate of Completion, without additional cost to the City. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond shall become payable to the City.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this ____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

In the presence of:

_____ (Seal)
(Individual Principal)

(Business Address)

_____ (Seal)
(Partnership)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

By: _____ (Seal)

Attest:

(Corporate Surety)

_____ (Seal)

Countersigned by:

Power of Attorney for persons signing for Surety Company or Principal must be attached to Bond.

CERTIFICATE OF SURETY

The undersigned _____ hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to _____
_____ the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in **Bid # 2016-017 Furnish and Install Air Conditioning Systems – CITY OF MIDDLETOWN**
- BOE if _____ 's bid is accepted by the City of Middletown.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this ____ day of _____,
2016.

Signed, Sealed and Delivered
in the Presence of:

SURETY COMPANY OF DULY
AUTHORIZED AGENT

Its _____, Duly Authorized

BID #2016-017
FURNISH AND INSTALL DUCTLESS SPLIT AIR CONDITIONING SYSTEM
CITY OF MIDDLETOWN - BOE

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from interested bidders to furnish, deliver and install ductless split air conditioning systems consisting of Fujitsu or Mitsubishi ceiling mounted units. For the install site shall be located at the Woodrow Wilson Middle School, 370 Hunting Hill Ave (**1 Wilderman's Way**), Middletown, CT 06457.

It is the **intent of the City** to purchase, and install a total of **sixteen (16) ductless split air conditioning systems**. The City of Middletown shall reserve the right to increase or decrease the actual quantities required or may delete items at the time the contract is awarded or at any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest.

The bidder shall indicate on the Proposal Page the cost per unit for each item.

The ductless split air conditioning systems are required to include a **ten (10) year warranty on compressor and a ten (10) year on parts when equipment is registered with manufacture**. The quoted price per unit shall include delivery and installation. The bidder selected to furnish the units shall furnish the units in accordance with the Equipment Specifications incorporated herein.

The bidder is advised that the specifications included herein are minimum requirements. They are included to be descriptive rather than restrictive and to indicate to the bidder the type of Ductless split air conditioning systems acceptable to the City of Middletown.

DETAILED SPECIFICATIONS

MANUFACTURER FUJITSU OR MITSUBISHI DUCTLESS SPLIT AIR CONDITIONING SYSTEMS

1. Provide three- (3) mounting support rack systems made of (Mifab C-port) for the mounting of the rooftop condensers.
2. Provide refrigeration lines as needed between inside coil and rooftop condensers.
3. Provide mounting hardware for the installation of the indoor blowers.
4. Provide insulated drain lines from indoor coils to drain.
5. Pressures test all refrigeration lines.
6. Evacuate and charge each system.
7. Provide crane to lift units to roof.
8. Provide roofer to seal refrigeration and electrical lines going thru the roof.
9. Startup unit and check operation.
10. Permit. (Based on no charge for municipal building)
11. Product(s) manufactured by Fujitsu or Mitsubishi meeting the specifications herein will only be considered, no other equipment alternates will be accepted.
12. Condensing unit to be mounted in a location to be determined. Unit to come with wall mounted thermostat to control cooling. City to provide all electrical work.

Quoted bid prices shall include all materials, equipment and labor to complete this project and are inclusive of furnishing, delivery and installation costs with the units delivered FOB, City of Middletown.

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT

CONTRACTOR'S CHECK LIST

Bid #2016-017 Furnish and Install Air Conditioning Systems – CITY OF MIDDLETOWN – BOE

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This check list is provided for the bidder's use and shall not be required for submittal. **The following forms shall be submitted in duplicate. (One (1) original and one (1) copy)**

FORM DESCRIPTION

Bidder please *V* and enclose the following forms with your bid

1. BID PROPOSAL PAGES: pages 34-38
(Signed in Appropriate places)
2. NON-COLLUSIVE STATEMENT
(Notarized Original)
3. STATEMENT OF CONTRACTORS QUALIFICATIONS
(Notarized Original)
4. BID BOND (10.0%)
5. CERTIFICATE OF SURETY
6. WAGE CERTIFICATION FORM (State)
7. WORKER'S COMPENSATION ACT CONFORMANCE FORM
8. DAS PREQUALIFICATION CERTIFICATE AND DAS UPDATE (BID) STATEMENT
9. OSHA TRAINING VERIFICATION FORM AND COMPLIANCE CERTIFICATION FORM
10. BID FORMS (ORIGINAL AND 1 COPY)

BID #2016-017
FURNISH AND INSTALL DUCTLESS SPLIT AIR CONDITIONING SYSTEMS
CITY OF MIDDLETOWN - BOE

BID PROPOSAL PAGE

Issue Date: 06/14/2016 Reply Date: Monday, July 11, 2016 at 11:00 am

To: Supervisor of Purchases
City of Middletown
Municipal Building, Room 112
245 DeKoven Drive
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the information to bidders, technical specifications and related documents and propose and agree to contract with the City of Middletown, in the form of an agreement, to provide the items specified herein at the following unit costs.

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

#	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
DUCTLESS SPLIT AIR CONDITIONING SYSTEMS				
1	15	<p>36,000 BTU -CASSETTE BLOWER UNITS TO BE MOUNTED IN CLASSROOMS CEILINGS - <u>FUJITSU SYSTEM: MODEL #AUU36RCLX</u> OR <u>mitsubishi SYSTEM: MODEL #PLA-A36BA6 With PLP-4OBAU Grille And PAR-21MAA-J Wired Remote Controller</u></p> <p>MANUFACTURER: _____ MODEL#: _____</p> <p>_____</p> <p>Written Figures</p>	(\$ _____)	(\$ _____)
2	15	<p>36,000 BTU CONDENSING UNITS TO BE MOUNTED ON ROOF - <u>FUJITSU SYSTEM: MODEL # AOU36RLX</u> OR <u>MITSUBISHI SYSTEM: MODEL #PUY-A36NHA6</u></p> <p>MANUFACTURER: _____ MODEL#: _____</p> <p>_____</p> <p>Written Figures</p>	(\$ _____)	(\$ _____)
3	1	<p>THREE ZONE, 36,000 BTU CONDENSING UNIT MOUNTED ON THE ROOF – <u>FUJITSU MODEL #AOU36RLXFZ</u> OR <u>MITSUBISHI MODEL #MXZ-4C36NA</u></p> <p>MANUFACTURER: _____ MODEL#: _____</p> <p>_____</p> <p>Written Figures</p>	(\$ _____)	(\$ _____)
4	3	<p>12,000 BTU CASSETTE BLOWER UNIT TO BE MOUNTED IN CLASSROOMS CEILINGS - <u>FUJITSU MODEL #AUU12RLF & MODEL #UTG-CCGF</u> OR <u>MITSUBISHI MODEL #SLZKA12NAR1.TH With SLP15AAUW Grille And PAR-21MAA-J Wired Remote Controller</u></p> <p>MANUFACTURER: _____ MODEL#: _____</p> <p>_____</p> <p>Written Figures</p>	(\$ _____)	(\$ _____)

#	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
<p><u>Quoted bid prices shall include all materials, equipment and labor to complete this project and are inclusive of furnishing, delivery and installation costs with the units delivered FOB, City of Middletown.</u></p> <p>The bidder shall, at his own expense, in strict conformity to the Contract Documents, furnish the ductless split air conditioning systems as specified to the City and the City will pay the bidder, who hereby agrees to receive and accept as and for his full compensation for fully completing the work required in full payment all sums due in accordance with the Contract Documents.</p> <p>GRAND TOTAL FOR ITEMS #1-4</p> <p style="text-align: right;">(\$ _____)</p> <p>Written figures</p>				

We acknowledge receipt of the following addendum:

- Addendum # _____ Date _____
- Addendum # _____ Date _____

IN SUBMITTING THIS BID, THE BIDDER ACKNOWLEDGES THAT:

- No representation of warranty has been made by the owner that the estimated quantities used for comparison of bids will even approximate the actual quantities required to satisfactorily complete the work required under this contract.
- Upon receipt of written notice of acceptance of this bid by the owner, the bidder shall execute the contract attached to these documents within ten (10) calendar days and deliver the bonds as required in these documents. The bid security submitted with this bid will become the property of the owner in the event the contract and bonds are not executed within the time herein set forth.
- This bid is made with the understanding that it cannot be withdrawn for ninety (90) days after the date set for opening of bids.
- This bid is submitted in full compliance with the conditions outlined in the contract documents. The bidder has fully responded to and completely filled in all required spaces in the bid documents, including the non-collusive form, and obtained the necessary notary public signatures, where required.
- If this bid should be accepted by the City of Middletown and the bidder shall fail to negotiate and fulfill all terms of the contract, the bid bond accompanying this bid (proposal) shall become the property of the City of Middletown; otherwise the accompanying bid bond will be returned to the undersigned upon satisfactory execution of the contract.

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- 1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
- 2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number

CONTRACTOR'S QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter.

SUBMITTED TO: _____

SUBMITTED BY: NAME: _____ Corporation []

ADDRESS: _____ Partnership []

PRINCIPAL OFFICE: _____ Individual []
Joint Venture []
Other []

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business as a General Contractor?

2. How many years has your organization been in business under its present business name?

3. If a Corporation, answer the following: 4. If a Partnership, answer the following:

Date of Incorporation: _____ Date of Organization: _____

State of Incorporation: _____ Type of Partnership: _____
(General/Limited/++Asso)

President: _____

Name and address of all partners:

Vice President(s): _____

Secretary: _____

Treasurer: _____

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. What percent of the work do you normally perform with your own forces? _____

List trades:

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? _____ If so, state circumstances:

9. List major construction projects your Organization has under contract on this date:

PROJECT NAME	OWNER CONTACT NAME/PHONE	ARCHITECT/ENGINEER CONTACT NAME/PHONE	CONTRACT AMOUNT	CONTRACT DATE	PERCENT COMPLETE	SCHEDULED COMPLETION
--------------	--------------------------	---------------------------------------	-----------------	---------------	------------------	----------------------

10. List major construction projects your Organization has completed in the past five years:

PROJECT NAME	OWNER CONTACT NAME/PHONE	ARCHITECT/ENGINEER CONTACT NAME/PHONE	CONTRACT AMOUNT	DATE AWARDED	DATE COMPLETED	PERCENT WITH OWN FORCES
--------------	--------------------------	---------------------------------------	-----------------	--------------	----------------	-------------------------

11. Lists of the plant and equipment available to properly and expeditiously perform the work:

12. List the construction experience of the principal individuals in your Organization:

<u>Individual's Name</u>	<u>Construction Experience-Years</u>	<u>Present Position & Years Experience</u>	<u>Dollar Volume Responsibility</u>	<u>Previous Position & Years Experience</u>
--------------------------	--------------------------------------	--	-------------------------------------	---

13. List states and categories in which your Organization is legally qualified to do business:

14. Bank References:

15. Trade References:

16. Name of Bonding and Insurance Companies and Name and Address of Agents:

17. The undersigned agrees to furnish, upon request by the Owner, if being considered for award of contract for the project upon which a bid proposal has been submitted within 48 hours after the bid opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares per values, earned surplus).

Date of Statement or balance sheet: _____

Name of firm preparing statement: _____ By: _____
(Agent and Capacity)

18. Dated at _____ this _____ day of _____ 2016.

19. NOTARIZATION: State of _____ County of _____

_____ being duly sworn deposes and says that he (she) is the

_____ of _____ Contractor (s), and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____ 2016.

Notary Public: _____

My Commission Expires: _____

CITY OF MIDDLETOWN

CHANGE ORDER

Page 1

Project: Bid #2016-017 Furnish and Install Air Conditioning Systems – CITY OF MIDDLETOWN – BOE

To: _____ Change Order Number: _____

Contract Date: _____

Name and Address

THE CONTRACTOR AGREES THAT THIS CHANGE ORDER ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE CONTRACTOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS CHANGE ORDER BY THE OWNER WILL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF CONTRACTOR'S CLAIMS AGAINST THE OWNER ON ACCOUNT OF THIS CHANGE IN THE WORK.

You are directed to make the following changes in this Contract:

The original Contract Sum was..... \$ _____

Net changes by previous Change Orders..... \$ _____

The Contract Sum prior to this Change Order was\$ _____

The Contract Sum will be (increased, decreased, unchanged) by this Change Order..... \$ _____

The new Contract Sum including this Change Order will be...\$ _____

The Contract Time will be (increased, decreased, unchanged) by.....(_____)Days

The Date of Completion as of the date of this Change Order therefore is _____

_____	_____	<u>City of Middletown</u>
Engineer	Contractor	Owner
_____	_____	<u>245 DeKoven Drive</u>
Address	Address	Address
_____	_____	_____
_____	_____	<u>Middletown, CT 06457</u>
By	By	By (Mayor)
_____	_____	_____
Date	Date	Date

CERTIFICATE OF WAIVER AND RELEASE OF LIEN

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

Subcontractor Name/Address

a corporation/partnership/business organized under the laws of the State of Connecticut, in consideration of the sum of:

Written figures (\$ _____)

received from _____,
General Contractor Name/Address

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heirs, executors, administrators, successors and assigns all liens or right to claim a lien for work done and in place as of the date of this Release at the project commonly known as **Bid #2016-017 Furnish and Install Air Conditioning Systems – CITY OF MIDDLETOWN – BOE**
Name of Project

_____ hereby
Name of Subcontractor

indemnifies the City of Middletown, Connecticut, against any and all claims for work performance and / or materials supplied by it/him/her/us under the above mentioned contract.

IN WITNESS WHEREOF _____,
Subcontractor Name/Address

has caused this Waiver and Release of Lien to be executed by its duly authorized officer this ____ day of _____, 2016.

Executed and delivered in the presence of:

_____ By: _____
Witness

Witness

State of: _____

County of _____ : _____:ss _____, 2016

_____ duly authorized, having duly sworn, deposes and says he/she is

_____ of _____
Title

Name of Subcontractor _____

and that the statements herein contained are true and correct.

Subscribed and sworn to before me this ____ day of _____, 2016.

Notary Public

Date

My commission expires: _____

CONTRACTOR HAZARD COMMUNICATION

Prior to the commencement of work, the Contractor shall provide the Owner with the following:

- A list of the specific chemicals and other hazardous materials (dust, fumes, gases, etc.) that may generated at the specific work site;
- the Material Safety Data Sheet (MSDS) that accompanies the specified chemicals;
- the control measures to be implemented to ensure proper safety.

Contractors and subcontractors must not bring any substances which may be considered hazardous onto the facility without prior consent of the City of Middletown. Contractors and subcontractors will not use or dispose of in any manner substances which may be considered hazardous within the facility without prior written consent of the City. The City will consider the following factors in the determination to allow the use of any hazardous substance by contractors and subcontractors:

- Relative hazards of its use;
- availability of substitutes;
- disposal of substances; and
- the potential for employee exposure.

Any equipment used by the Contractor and subcontractor in areas where flammable materials are stored or processed must be explosion proof. **The Contractor shall be responsible for ensuring the compliance of all subcontractors with the above requirements.**

The City of Middletown will provide the contractors and contractor personnel with appropriate information and training. Information and training will include the following:

- potential chemical and physical hazards for the area in the contract operations are being conducted;
- location and availability of Material Safety Data Sheets;
- detection of the presence of hazardous materials;
- facility precautions and safety procedures;
- emergency information concerning location of emergency/ first aid equipment;
- Hazardous chemical labeling system.

Contractor personnel must sign the accompanying statement that verifies that they have received and understand the information presented.

**CITY OF MIDDLETOWN
CONTRACTOR EMPLOYEE INFORMATION AND
TRAINING VERIFICATION FORM**

Part 1

This is to verify that I have provided training information to employees and all subcontractors' employees as required by OSHA's Hazard Communication Standard. Training has included:

1. Information about the physical and health hazards of chemicals in the designated work area.
2. The location and availability of the Material Safety Data Sheets for hazardous chemicals in the designated work area.
3. Detection of the presence of hazardous materials in the designated work area.
4. Precautions and safety procedures which must be followed in the designated work area.
5. Emergency procedures in the event of accidental exposures to hazardous materials, including emergency phone numbers and the location of safety requirement.
6. Hazardous chemical labeling systems in use in the designated work area.
7. The appropriate locations and directions to where employees may eat, drink, smoke, and use sanitary facilities.

**CITY OF MIDDLETOWN
CONTRACTOR EMPLOYEE INFORMATION AND
TRAINING VERIFICATION FORM**

Part 2

1. The following substances are the complete list of hazardous substances, approved by the Owner, which may be brought onto the facility to complete the work contracted:

I understand that my company and subcontractors shall not bring onto the facility any other substances considered hazardous without the prior consent of the Owner.

2. The following substances and disposal methods have been approved by the Owner:

3. I understand that my company or subcontractors may not dispose of by sewer, by garbage dumpster, by burning, or any other disposal method in the designated work area, any other substances which may be considered hazardous.

4. I have given the locations in which contract operations will take place to my employees and subcontractors and they understand how to evacuate safely from these areas in the event of an emergency.

5. Company employees and subcontractor's employees have been given an opportunity to ask questions about the Hazard Communication Standard and to have those questions answered.

I have read and understood the above statements and my company has complied fully.

Contractor Name: _____

Contractor Representative: _____

Name - Title

Signature: _____

Date _____

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT

CONTRACT CLOSE OUT CHECK LIST

BID # Bid #2016-017 Furnish and Install Air Conditioning Systems – CITY OF MIDDLETOWN – BOE

Contractor Name: _____

The following forms are required for submittal to the Purchasing Department prior to the release of the final payment.

This check list is provided for the consultant / contractor's use in expediting the release of the final payment. All original forms must be attached in order to the back of this packet. Failure to submit all items listed will result in a delay of the final payment. If an item is not required by your contract- mark it with N/A.

This packet must be submitted in its entirety- partial submissions will not be accepted. **Do not attach Payment applications with this packet.** Payment applications must be submitted to the architect / engineer and /or Corresponding Department for their review and processing.

Consultant/Contractor please ✓ and enclose the following forms with your closeout documents:

- ___ 1. Letter from architect/ engineer that project is complete, that there are no punch list items remaining and that project was built in accordance with their design specs.
- ___ 2. Maintenance Bond
- ___ 3. Release from Surety Company
- ___ 4. List of all subcontractors and suppliers (please separate each group) (Notarized original)
- ___ 5. Lien Waiver and Release (Contractor and all subs / suppliers)
- ___ 6. Certified payrolls from contractor and all subcontractors on project
- ___ 7. Release from Middletown Police Department for traffic control
- ___ 8. Release from Insurance Company that no pending claims remain on project
- ___ 9. Compliance statement for MBE/WBE participation and % (CSO projects only)
- ___ 10. DAS Prequalification
- ___ 11. Project manuals/operating manuals/ warranty docs – (on file)

Final payment issued _____ (date)
State audit complete _____ (date) if applicable
Discard bid package date _____ (7 years after completion/ per state retention schedules)

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

**Bid # 2016-017- Furnish and Install Ductless Split Air Conditioning System
CITY OF MIDDLETOWN - BOE**

Return Date: Monday, July 11, 2016 11:00 am

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**



SECTION 2

**INSURANCE REQUIRMENTS - APPENDIX B
STATE OF CONNECTICUT WAGE RATES**

APPENDIX B - INSURANCE REQUIREMENTS

Bid #2016-017
Furnish and Install Air Conditioning Systems
WOODROW WILSON MIDDLE SCHOOL
CITY OF MIDDLETOWN BOE

A. GENERAL REQUIREMENTS:

The BIDDER shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the BIDDER'S obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to purchase order/contract issuance. The completed Certificate shall confirm the insurer agrees to endeavor to give the City of Middletown written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the BIDDER'S responsibility under this contract.

The BIDDER, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The BIDDER shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The BIDDER shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The BIDDER shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any

Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The BIDDER shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the BIDDER and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The BIDDER shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The BIDDER and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

JUNE 2, 2016
DATE

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

**Minimum Rates and Classifications
for Building Construction**

ID# : B 22281

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 2016-017
State#:

Project Town: Middletown
FAP#:

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	35.75	28.82
<hr/>		
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
<hr/>		
1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

As of: Thursday, June 09, 2016

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

2) Boilermaker	35.24	25.01
<hr/>		
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	29.16 + a
<hr/>		
3b) Tile Setter	34.30	24.15
<hr/>		
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
<hr/>		
3d) Tile, Marble & Terrazzo Finishers	26.43	20.59
<hr/>		
3e) Plasterer	33.48	29.16
<hr/>		

As of: Thursday, June 09, 2016

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90 + a
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90 + a
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90 + a
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	28.80	18.90 + a
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90 + a
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Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

4e) Group 6: Blasters, nuclear and toxic waste removal. 31.55 18.90 + a

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 29.55 18.90 + a

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 28.38 18.90 + a

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 27.86 18.90 + a

4i) Group 10: Traffic Control Signalman 16.00 18.90 + a

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. 31.45 23.54

As of: Thursday, June 09, 2016

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

5a) Millwrights	31.84	23.99
<hr/>		
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.20	23.72+3% of gross wage
<hr/>		
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
<hr/>		
-----LINE CONSTRUCTION-----		
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Groundman	24.99	6.25%+11.81
<hr/>		
Linemen/Cable Splicer	45.43	6.25%+20.70
<hr/>		

As of: Thursday, June 09, 2016

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

8) Glazier (Trade License required: FG-1,2)	35.08	19.35 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	34.47	31.09 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	38.55	23.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.23	23.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	37.49	23.55 + a
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Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	35.03	23.55 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	32.99	23.55 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	32.99	23.55 + a
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Group 12: Wellpoint operator.	32.93	23.55 + a
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Group 13: Compressor battery operator.	32.35	23.55 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	31.21	23.55 + a
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Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	30.80	23.55 + a
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Group 16: Maintenance Engineer/Oiler.	30.15	23.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.04	23.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	31.52	19.35
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Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

10b) Taping Only/Drywall Finishing 32.27 19.35

10c) Paperhanger and Red Label 32.02 19.35

10e) Blast and Spray 34.52 19.35

11) Plumber (excluding HVAC pipe installation) (Trade License required: 40.62 28.91
P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)

12) Well Digger, Pile Testing Machine 33.01 19.40 + a

13) Roofer (composition) 34.12 18.58

As of: Thursday, June 09, 2016

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

14) Roofer (slate & tile) 34.62 18.58

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6) 35.74 33.22

16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9) 40.62 28.91

-----TRUCK DRIVERS-----

17a) 2 Axle 28.83 21.39 + a

17b) 3 Axle, 2 Axle Ready Mix 28.93 21.39 + a

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

17c) 3 Axle Ready Mix	28.98	21.39 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.03	21.39 + a
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17e) 4 Axle Ready Mix	29.08	21.39 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.28	21.39 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.08	21.39 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	41.37	20.77 + a
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As of: Thursday, June 09, 2016

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

19) Theatrical Stage Journeyman	25.76	7.34
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Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Thursday, June 09, 2016

Project: Furnish And Install Ductless Split Air Conditioning System At Woodrow Wilson Middle School

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

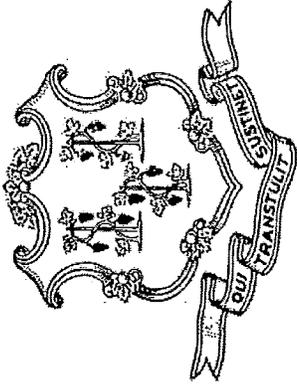
All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Thursday, June 09, 2016



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

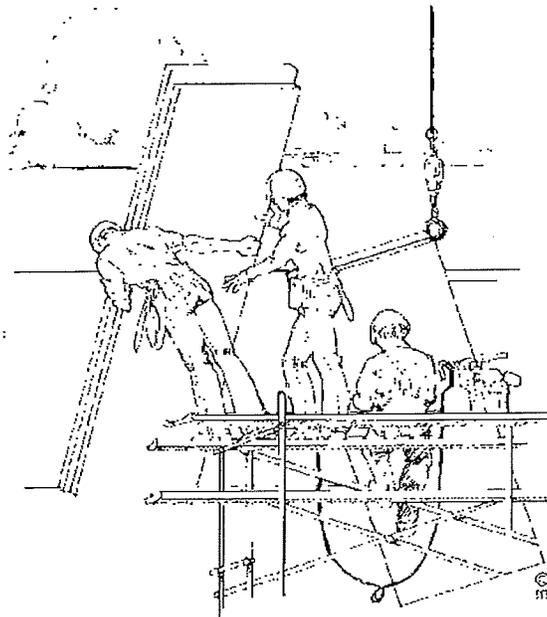
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

WORKERS COMPENSATION INSURANCE CARRIER

CONTRACTOR NAME AND ADDRESS: _____

PAYROLL NUMBER: _____

PERSON/WORKER ADDRESS and SECTION: _____

APPR RATE/FEMALE AND RACE%: _____

WORK CLASSIFICATION: _____

Trade License Type & Number - OSHA 10 Certification Number: _____

Week-Ending Date: _____

PROJECT NAME & ADDRESS: _____

DAY AND DATE: _____

W T M F S

HOURS WORKED EACH DAY: _____

Total ST Hours: _____

Total O/T Hours: _____

BASE HOURLY RATE: _____

TOTAL FRINGE PER HOUR BENEFIT PLAN CASH: _____

TYPE OF FRINGE BENEFITS 1 through 6 (see back): _____

GROSS PAY FOR ALL WORK PERFORMED THIS WEEK: _____

FICA: _____

TOTAL DEDUCTIONS FEDERAL STATE WITH-HOLDING: _____

GROSS PAY FOR THIS PREVAILING RATE JOB: _____

CHECK # AND NET PAY: _____

POLICY #: _____

EFFECTIVE DATE: _____

EXPIRATION DATE: _____

12/9/2013 WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:
 - a) The records submitted are true and accurate;
 - b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
 - c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
 - d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
 - e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
 - f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.
2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature) (Title) Submitted on (Date)

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS



CONNECTICUT DEPARTMENT OF LABOR

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OCCUPATIONAL CLASSIFICATION BULLETIN

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

- Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

- Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

- Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

- Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

- Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **CLEANING LABORER**

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.
- **ELECTRICIANS**
 - Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**
- **ELEVATOR CONSTRUCTORS**
 - Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**
- **FORK LIFT OPERATOR**
 - Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
 - Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.
- **GLAZIERS**
 - Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.
- **IRONWORKERS**
 - Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.
- **INSULATOR**
 - Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.
- **LABORERS**
 - Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.
- **PAINTERS**
 - Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.
- **LEAD PAINT REMOVAL**
 - Painter's Rate
 1. Removal of lead paint from bridges.
 2. Removal of lead paint as preparation of any surface to be repainted.
 3. Where removal is on a Demolition project prior to reconstruction.
 - Laborer's Rate
 1. Removal of lead paint from any surface NOT to be repainted.
 2. Where removal is on a *TOTAL* Demolition project only.
- **PLUMBERS AND PIPEFITTERS**
 - Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**
- **POWER EQUIPMENT OPERATORS**
 - Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

- Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

- Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

- Installation, alteration, maintenance and repair of fire protection sprinkler systems. *License required per Connecticut General Statutes: F-1,2,3,4.

- **TILE MARBLE AND TERRAZZO FINISHERS**

- Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

- **Definitions:**

- 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
 - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
 - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
- 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

- **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

- Truck drivers **are covered** for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

- Truck Drivers **are not** covered in the following instances:

- Material delivery truck drivers while off “the site of the work”
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
- Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000
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**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

SECTION 3

GENERAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. GENERAL

The GENERAL CONDITIONS form a direct extension of the AGREEMENT with the intent of defining the relationship between the Owner, Engineer and Contractor and to delineate the obligations, responsibilities and privileges of each and to provide the framework for adjustment of the scope and duration of the work and the payment therefor.

2. DEFINITIONS

(a) Whenever the words defined in this Section or pronouns used in their place occur in the Contract Documents, they shall have the meanings herein given:

OWNER OR CITY--The City of Middletown, Connecticut acting through its Mayor or designated Department Director and their designees.

CONTRACTOR--The person, firm or corporation with whom the Owner has executed the Agreement and is so designated in the Agreement.

SUBCONTRACTOR - INDEPENDENT CONTRACTOR--An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor or independent contractor for the performance part of the work at the site.

ENGINEER--That person or firm duly appointed by the Owner to undertake the duties herein assigned to the Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

WORK--Any and all obligations, duties and responsibilities necessary to the successful completion of the project, assigned to or undertaken by the Contractor, under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals. Any work not expressly set forth but which is inferable from Contract Documents shall be furnished or executed as though specifically shown or mentioned.

(b) Whenever in the specifications or upon the drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, or words of like import are used, it shall be understood that the direction, etc., of the Engineer is intended, and similarly the words, APPROVED, SATISFACTORY or words of like import, shall mean approved by, or acceptable or satisfactory to, the Engineer, unless otherwise stated.

3. PROGRESS AND SUBMISSION OF SCHEDULES; PRE-CONSTRUCTION CONFERENCE; TIME OF STARTING THE WORK

3.1 Schedules

(a) Within ten days after execution of the AGREEMENT, the Contractor will submit to the Engineer for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, and a schedule of shop drawing submissions. At least ten days prior to submitting the first application for payment he shall also submit a bid item breakdown as required by the INFORMATION FOR BIDDERS.

3.2 Pre-Construction Conference

(a) Before submission of a notice to proceed with the work, a conference will be held to review the above schedules, to establish procedure for handling shop drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the Engineer, the Engineer's Project Representative, the Contractor and his

Superintendent.

3.3 Certificates of Insurance

(a) At the time of execution of the Contract, the Contractor will furnish the Owner and Engineer certificates of insurance as required by the INFORMATION FOR BIDDERS.

3.4 Notice to Proceed

(a) The Owner or the Engineer will submit the Contractor a written notice to proceed, stating a date on which it is expected that the Contractor will start the work.

4. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

4.1 Intent

(a) It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They *may* be altered only by a modification.

4.2 Correlation of Documents

(a) The Contract Documents are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the work affected thereby. In resolving such conflicts, errors and discrepancies, the Documents shall be given precedence in the following order: AGREEMENT, SPECIFICATIONS, DRAWINGS. Within the Specifications the order of precedence shall be as follows:

SUPPLEMENTAL GENERAL CONDITIONS, INFORMATION FOR BIDDERS, GENERAL CONDITIONS, TECHNICAL PROVISIONS. Figure dimensions on drawings shall govern over the scale dimensions.

4.3 Application of Detailed Specifications

(a) It is not intended that all requirements with regard to the conduct of each Contract are included in any one section of the Detailed Specifications. It shall be the responsibility of each Contract -or and Subcontractor to be aware of and comply with such other Detailed specifications included in the Contract Documents as may be applicable.

4.4 Discrepancies, Errors and Omissions

(a) The Drawings and Specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Engineer shall be final and binding on both parties to this Contract.

(b) Any correction of errors or omissions in drawings and specifications may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as construed by him.

(c) All work and materials indicated on the drawings and not mentioned in the specifications or vice versa and all work and materials usual and necessary to make the work complete in all its parts, whether or not they are mentioned in the specifications, shall be furnished and executed the same as if they were called for both on the drawings

and by the specifications, but will not entitle the Contractor to consideration in the matter of any claim for extra compensation.

(d) On all work of remodeling nature or installation to or near an existing structure, the actual situation of the site controls' any information given which may affect the quantity, size and quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the drawings or within the specifications.

4.5 Additional Instructions and Detail Drawings

(a) The Contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

(b) Unless legal construction of the Contract states to the contrary elsewhere in the Contract Documents, the law of the place or building shall govern the construction of this Contract.

4.6 Compliance with Laws

(a) The Contractor shall keep himself fully informed of all existing and future State and National Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, the materials used in the work, or the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and he shall protect and indemnify the Owner, its officers, and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

4.7 Provisions Required by Law Deemed Inserted

(a) Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein.

5. RESPONSIBILITIES, OBLIGATIONS AND LIABILITY OF CONTRACTOR

5.1 General

(a) The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

(b) The Contractor shall in no way be relieved of his responsibility by any right of the Engineer to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders.

5.2 Separate Contracts

(a) The Contractor shall coordinate his operations with those of other Contractors, the Contractor, including his Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors.

5.3 Mutual Responsibility of Contractors

(a) If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will also settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

5.4 Subcontracting

(a) The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.

(b) The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any Subcontract which the Owner may exercise over the Contractor under any provisions of the Contract Documents.

(e) Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

5.5 Protection of Work and Property

(a) The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with activities under this Contract.

(b) The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. He shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Engineer and Owner in writing.

(c) The Contractor shall take all precautions to prevent damage to the work by storms or by water entering the site of the work directly or through the ground.

5.6 Non-Interference with and Protection of Public

(a) The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever necessary or required, and at his own expense, he shall maintain fences, furnish watchmen, maintain lights and take such precautions as may be necessary to protect life and property.

(b) The Contractor shall so carry on his work that traffic will be maintained as far as is reasonably possible in streets in which pipelines and/or other structures are to be built. Sidewalks and crossings shall be kept open for the passage of pedestrians, unless otherwise authorized.

Driveways to properties shall be kept open at all times except when pipe laying beneath

them is in actual progress. Streets shall not be unnecessarily obstructed, and unless the Engineer shall authorize the complete closing of a street, the Contractor shall take such measures, at his own expense, as may be necessary to keep the street open for traffic.

(c) The Contractor shall construct and maintain, without extra compensation such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.

5.7 Supervision of Work

(a) The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer in every possible way.

(b) At all times, the Contractor shall have as his agent on the work a competent superintendent who shall have full authority to act for the Contractor and to execute the orders or the directions of the Engineer without delay and supply promptly such materials, equipment, tools, labor, and incidentals as may be required.

5.8 Licenses and Permits

(a) The Contractor shall, at his own expense, take out all necessary licenses and permits from the county, municipal, or other public authorities; shall give all notices required law or ordinances; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

5.9 Assignment

(a) The Contractor shall constantly give his personal attention to the faithful prosecution of the work, shall keep the same under this personal control, shall not assign, by power of attorney or otherwise, or sublet the work or any part thereof, without the previous written consent of the Owner, and shall not either legally or equitably assign any of the moneys payable under this Agreement, or his claim thereto, unless by and with the like consent of the Owner and the Surety on the Bond.

5.10 Labor Provisions

(a) The Contractor shall employ only competent men to perform the work, and shall discharge whenever ordered to do so by the Engineer, any employee who is disorderly whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.

(b) No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no work, and in no event shall any person under the age of sixteen years be employed.

(c) The Contractor shall adhere strictly to the additional requirements with regard to discrimination in employment, employment or apprentices, and related labor requirements.

5.11 Employ Sufficient Labor and Equipment

(a) If in the opinion of the Engineer the Contractor is not employing sufficient labor and equipment to complete this Contract within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor and equipment as may be necessary to enable the work to progress properly.

5.12 Access to Work

(a) For purposes already specified and for any other purpose, the Owner, the Engineer, and their agents and employees may enter upon the work and the premises used by the Contractor and the Contractor shall provide safe and proper facilities therefor.

5.13 Examination of the Work

(a) The Engineer and his representative shall, at all times, be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the Specifications. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

(b) Reexamination of questioned work may be ordered by the Engineer and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the Owner shall pay the cost of reexamination and replacement. If such work be found not in accordance with the Contract Documents the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another party, and in that event, the Owner shall pay such cost.

(c) The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the Engineer before acceptance.

5.14 Reports, Records and Data

(a) The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Engineer or Owner may request concerning work performed or to be performed under this Contract.

5.15 Defective Work

(a) The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner.

(b) If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the Owner may remove them and store the materials at the expense of the Contractor.

5.16 Mistakes of Contractor

(a) The Contractor shall make good any defects, omissions, or mistakes for which he, his employees, subcontractors or independent contractors are responsible, or he shall pay to the Owner all expenses, losses, and damages incurred therefrom as determined by the Engineer.

5.17 Facilities and Utilities

(a) The Contractor shall be deemed to have examined the site and to have secured full knowledge of all conditions under which the work is to be executed and completed, including the available roadway, rail and other approaches to the site and the space available for work areas, storage and for temporary offices, sheds, etc.

(b) The site and approach facilities are to be used with due regard for the Owner's requirements thereof and the requirements of others who may have been engaged by the Owner. If it should become necessary to move the materials or facilities of the Contractor, he shall do so upon request of the Owner or the Engineer; expense so incurred, shall be borne by the Contractor unless the request involves a movement from a previously approved working or storage area.

(c) The Owner shall not be held responsible for damages and losses incurred by the Contractor through the failure of any utilities and services furnished by the Owner. In the event of such failure, the Owner shall, however, exert every reasonable effort to expedite the restoration of such services, at the earliest possible time.

5.18 Prices for Work

(a) The Owner shall pay, and the Contractor shall receive, the prices stipulated in the PROPOSAL attached hereto as full compensation for everything furnished and done by the Contractor under this Contract, including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, for all risks of every description connected with the work, and for well and faithfully completing the work and the whole thereof, as herein provided.

5.19 Suspension of Work

(a) Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

5.20 Contractor's Right to Terminate

(a) If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety days by the Owner, or the Owner fails to pay the Contractor any sum approved by the Engineer within thirty days of its approval and presentation, then the Contractor may, upon seven days' written notice to the Owner and the Engineer stop the work until he has been paid all amounts then due.

5.21 Delays and Extension of Time

(a) If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owners or the Engineer, or of any employee of either or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the Engineer may decide.

(b) Such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Engineer. In the case of a continued cause of delay, only one claim is necessary.

(c) This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. RESPONSIBILITIES, OBLIGATION AND LIABILITY OF THE OWNER

6.1 Land of Owner, Use of, by Contractor

(a) The Owner shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his cost and expense, any additional land required.

6.2 Delay by Owner

(a) The Owner may delay the beginning of the work or any part thereof if the necessary lands or right-of-way for such work shall not have been obtained. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on his part as the Engineer shall certify in writing to be just.

6.3 Owner's Right to Take Over the Work

(a) If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

(b) In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Engineer that sufficient cause exists to justify such action.

(c) The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his surety, whereupon the surety shall have the obligation to take over and perform the Contract. If the surety does not promptly commence performance of the Contract after service of the notice of termination, the Owner may take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the Owner takes over the work and if the Unpaid balance of the Contract price when the owner takes over the work, exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Engineer.

(d) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the Engineer approves the amount thus charged to the Contractor.

(e) The Owner may require the surety on the Contractor's bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination

of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provision including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

6.4 Right of Occupancy

(a) The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its Contract with the Contractor.

7. AUTHORITY OF THE ENGINEER

7.1 General Supervision and Direction of Work

(a) The Engineer will provide administration of the Contract as described in the Contract Documents, and will be the Owners representative (1) during construction, (2) until final payment is due and (3) with the Owners concurrence, from time to time during the correction period. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

(b) The Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis on on-site observations as an engineer, the Engineer will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

(c) The Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractors responsibility. The Engineer will not be responsible for the Contractors failure to carry out the Work in accordance with the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

7.2 Decisions and Explanations by the Engineer

(a) The Engineer shall make all necessary explanations as to the meaning and intent of the Contract Documents and shall give all orders and directions either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. The Engineer shall in all cases determine the amount, quality and acceptability of the work to be paid for under the Contract, and shall decide all questions in relation to said work. His decision and estimate shall be final and conclusive.

(b) Any differences or conflicts with regard to their work which may arise between the Contractor under this Contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.

7.3 Engineer's Decision Questioned

(a) In the event that a determination or decision of the Engineer is questioned by the Contractor, the decision of the Engineer shall be a conditioned precedent to the Contractor's right to receive any money for the work or materials to which the question or difference in opinion relates.

(b) If the Contractor considers any work demanded of him to be outside the requirements of the Contract, he shall, upon such decision being made, ask in writing for written instructions, within two days after the request therefor. Upon receipt of such written instructions, the Contractor shall proceed without delay to perform the work within ten days after receipt of the written instructions. The Contractor may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of damages which the Engineer's decision will cause him. Unless the Contractor shall file such written protest with the Owner within such ten day period, he shall be deemed to have waived all grounds for such protests.

7.4 Discontinuance of Work

(a) The Engineer shall have the right to stop all work being done under the Contract if the Engineer finds that any phase of the work is not being done in accordance with the Plans and/or Specifications.

8. CONDUCT OF THE WORK

8.1 Quantities of Estimate

(a) Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved to increase or diminish them as may be deemed reasonably necessary or desirable by the owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way violate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

8.2 Alterations

(a) The Engineer may make alterations in the line, grade, plan, form, dimensions, or materials of the work or any part thereof, either before or after commencement of construction. If such alterations increase or diminish the quantity of work to be done, adjustment for such increase or decrease shall be made at the unit prices stipulated for such work under this Contract, except that, if unit prices are not stipulated for such work, compensation for increased work shall be made under the item for Extra Work and for decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer. If such alterations diminish the quantity of work to be done, they shall not warrant any claim for damages or for anticipated profits on work that is eliminated.

8.3 Extra Work

(a) Extra work shall be work for which no unit bid was received in the proposal and which was not included in the Scope of Work at the time of forming the Contract. The Owner, without invalidating the Contract, may order extra work or make changes in the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract.

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

- (1) By estimate and acceptance in a lump sum.
- (2) By a negotiated unit price.
- (3) By actual cost.

(c) In method (3), "cost" shall include all labor, (including foremen) materials, power, fuel and rental on major items of equipment, insurance, social security and Old Age and Unemployment Contributions. The Contractor shall not include in the cost of extra work any cost or rental of small tools, buildings, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff. The Contractor and/or Subcontractor shall keep daily records of such extra work and shall notify the Engineer before commencement of such work. The daily record shall include the names of men employed and hours worked, materials and equipment incorporated, and machinery used, if any, in the prosecution of such extra work. This daily record shall be signed by the Contractor's authorized representative and (if approved) by the Engineer, verifying that such work has been done. A separate daily record shall be submitted for each Contract Change Order. Payment for extra work shall be made in accordance with the Engineer's approved records of time, rentals and materials used, and rate schedules.

(d) To the cost under (c) there shall be added a fixed fee not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other approved expenses. In the case of extra work done under (c) above by a Subcontractor, the Subcontractor shall compute his cost as above. The Contractor shall be allowed an additional fee not to exceed five percent (5%) of the subcontractor's charge to cover the Contractor's cost of supervision overhead, bond, profit and any other approved expenses. This mark-up does not apply to **section 8.3 (e) below**.

(e) The rental for all major machinery or equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment", published by the Associated Equipment Distributors, or a similar publication approved by the Engineer. Rental for machinery shall be based on the appropriate rate. If said work requires the use of machinery not on the job, the cost of transportation, not exceeding a distance of 100 miles, of such machinery to and from the work shall be added to the rental. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefore.

(f) Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from or added to the subsequent monthly estimates.

(g) The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.

8.4 Extension of Time on Account

(a) When extra work is ordered near the completion of the Contract or when extra work is ordered at any time during the progress of the work which requires in the opinion of the Engineer an unavoidable increase of time for the completion of the Contract, a suitable extension of the time for completion shall be made.

8.5 Changes not to Affect Bonds

(a) It is distinctly agreed and understood that any changes made in the drawings and specifications for this work or otherwise in the scope of work to be performed by the Contractor, whether such changes increase or decrease the amount thereof, or any change in the manner or time of payments made by the Owner of the Contractor shall in no way annul, release or affect; the liability and surety on the bonds given by the Contractor.

8.6 Claims for Damages

(a) If the Contractor claims compensation for any damages sustained by breach of contract or otherwise, he shall, within 10 days after sustaining such damages, file with the Engineer a written, itemized statement, in triplicate, of the details and amount of such damage. Unless such statement is made as required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage. Within 10 days after receiving such statement, the Engineer shall file with the Owner one copy of the statement, together with the recommendations for action of the Owner.

(b) If the Contractor claims compensation for damages resulting from instructions, determinations, or decisions of the Engineer, such claims shall not be considered unless the Contractor has filed a written protest in the manner set forth in **article 7**.

8.7 Additional or Substitute Bond

(a) If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five days after notice -from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

8.8 Intoxicating Liquors

(a) The Contractor shall not sell and shall neither permit or suffer the introduction or use of intoxicating liquors upon or about the work under this Contract.

9. PROGRESS ESTIMATES AND PAYMENT

9.1 Progress Estimates

(a) On the first working day of each calendar month, or as soon thereafter as practicable, the Contractor shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor.

9.2 Progress Payments

(a) Partial payments to the Contractor will be made by the Owner on the fifteenth day of each calendar month, or as soon thereafter as practicable, on the basis of a duly certified and approved requisition made by the Contractor of the work performed during the preceding calendar month under this Contract. Such partial payments will be made provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained five percent of the amount of each estimate until final completion and acceptance of all work covered by the Contract.

(b) It is agreed that this is an entire contract for one whole and complete work and that no partial payments on account by the Owner nor the use of parts of the

proposed equipment shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

9.3 Payments Withheld

- (a) The Engineer may recommend that the Owner withhold or, on account of subsequently discovered evidence, nullify the whole or part of an estimate to such extent as may be necessary to protect the Owner from loss on account of:
- (1) Defective work not remedied.
 - (2) Claims filed or. reasonable evidence indicating probable filing of claims.
 - (3) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - (4) A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - (5) Damage to another Contractor.
 - (6) Failure of the Contractor to keep his work progressing in accordance with this time schedule.
- (b) When the above grounds are removed, payment shall be made for amount's withheld because of them.

9.4 Measurement of Quantities

- (a) The computation of quantities that will be the basis for estimates, both monthly and final, shall be made by the Contractor in accordance with the methods defined in the Plans and Specifications, and are subject to verification by the Engineer..

9.5 Acceptance and Final Payment

- (a) Final inspection and acceptance of the work shall be made for the Owner by the Engineer. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.
- (b) Upon completion and acceptance of the work, the Engineer shall issue a certificate that the whole work provided for in this Contract has been completed and accepted by him under the conditions and terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained lawfully by said Owner, shall be paid to the Contractor by the Owner in accordance with existing State laws. Before the approval of the final estimate, the Contractor shall submit to the Owner and to his Surety a notarized CONTRACTOR'S AFFIDAVIT attesting to the fact that all bills of whatever nature have been paid.
- (c) In addition, a list of all claims by residents shall be submitted by the Contractor's insurance company, stating the status of each claim.
- (d) In addition, before approval of the final estimate, the Contractor's Surety shall submit, - to the Owner and the Engineer a STATEMENT OF SURETY COMPANY stating satisfaction that, following careful examination of the books and records of the Contractor and after receipt of the Contractor's AFFIDAVIT described above, all claims for labor and materials related to the Contract have been satisfactorily settled.

9.6 Liens

(a) If at any time before the expiration of the period within which claims must be entered under the Lien Law or, if not otherwise specified by law, within thirty days after the whole work herein agreed to be performed and all the labor and materials herein agreed to be delivered have been performed, and accepted by the Owner, any person or persons claiming to have performed any labor or furnished materials toward the performance or completion of this Contract shall file with the owner suitable notice, the Owner shall retain, until discharge thereof, from the moneys under its control so much of such money as shall be sufficient to satisfy and discharge the amount claimed to be due in such notice, together with the cost of any action or actions brought to enforce lien created by the filing of such notice.

9.7 Acceptance of Final Payment Constitutes Release

(a) The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. With acceptance of final payment, the Contractor shall sign a CONTRACTORS RELEASE relieving the Owner of all further claims arising from the Contract. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

10. MISCELLANEOUS

10.1 Notice and Service Thereof

(a) Any notice to any Contractor from the Owner relative to part of this contract shall be in writing and considered delivered the service thereof completed, when said notice is posted by certified or registered mail to the said Contractor, at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

10.2 Taxes

(a) The Contractor shall study all tax-laws for the jurisdiction in which the work is being done, particularly so-called Sales and Use Taxes and shall pay all taxes for which he may be liable as a consumer or user of goods, or such taxes based on his receipts from the owner, or a portion thereof. The Contractor shall also obtain, where applicable, sales and use tax exemptions.

10.3 Guarantees

(a) The Contractor guarantees that the work to be done under this Contract, and the workmanship performed and the materials and equipment used in the construction of the same, shall be free from defects or flaws, that each item of equipment shall be adequate and that the performance test requirements of the specifications shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion of the work as stated on the certificate of final inspection or as required by the detailed specifications. The Contractor shall repair or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, which fail to meet the above guarantee during the one year herein quoted.

(b) It is hereby, however, especially agreed and understood that this guarantee shall not include any repairs or replacements made necessary by any cause or causes other than improper, inadequate, or defective work, workmanship, materials, or design by the Contractor or those employed directly or indirectly by him.

10.4 Waivers

(a) Neither the inspection by the Owner or any of its agents; nor any order, measurement, or certificate by the Engineer; nor any order by the Owner for the payment of money; nor any Payment for or acceptance of the or any part of the work by the Owner; nor any extension of time; nor any possession taken by the Owner or its employees shall operate as a waiver of any provision of this Contract, of any power herein reserved to the Owner, or any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions, or legal proceedings, the Owner shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

10.5 Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, directly by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties and his Subcontractors and independent contractors and their sureties, shall indemnify and save harmless the Owner of the project and its officers, agents, servants and employees from any and all claims for infringement.