

# Bolton Public Schools

72 Brandy Street  
Bolton, CT 06043

## Bolton Center School Vinyl Tile Replacement/1<sup>st</sup> Floor Classrooms

Request for Proposal

October 31, 2018

**Bid Proposal #: 1819-01B - Tile Replacement**

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District Contact:  
Bolton Public Schools  
Ray Boyd, Director of Operations  
Phone: 860-539-5029  
E-mail: [rboyd@boltonct.org](mailto:rboyd@boltonct.org)

**Table of Contents**

REQUEST FOR PROPOSAL – BOLTON CENTER SCHOOL VINYL TILE REPLACEMENT/1ST FLOOR CLASSROOMS

**SECTION:**

1.0 INVITATION TO BID.....3  
 2.0 BIDDER INSTRUCTIONS.....4  
 3.0 GENERAL CONDITIONS.....7  
 4.0. SCOPE OF WORK.....9  
 5.0. TIMELINE REQUIREMENTS.....13  
 6.0. AWARDED CONTRACT REQUIREMENTS.....13

ATTACHMENT 1 - PRODUCTS AND SERVICES SPECIFICATIONS/ VINYL TILE REPLACEMENT/1<sup>ST</sup> FLOOR CLASSROOMS SPECIFICATIONS.....16

**APPENDICES:**

APPENDIX A – INTENT TO BID FORM.....21  
 APPENDIX B – BID CERTIFICATION FORM.....23  
 APPENDIX C – NO STORAGE, DISPOSAL AND USE OF HYDRAULIC FRACTURING WASTE.....25  
 APPENDIX D – NON-COLLUSION STATEMENT.....27  
 APPENDIX E – BILL OF MATERIALS/BID FORM.....29  
 APPENDIX F – REFERENCES.....32  
 APPENDIX G – BUILDING MAP.....34  
 APPENDIX H – PREVAILING WAGE INFORMATION.....36  
 APPENDIX I – COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS.....73  
 APPENDIX J – BIDDER QUALIFICATION CRITERIA.....79  
 APPENDIX K – CONTRACT.....80

REQUEST FOR PROPOSALS - BOLTON CENTER SCHOOL, VINYL TILE/1ST FLOOR CLASSROOMS  
REPLACEMENT

1.0 INVITATION TO BID

1.1 BID ACCEPTANCE

Bolton Board of Education, hereby referred to as “District”, will accept sealed responses (“Bids”) to this Request for Proposals (RFP) for Vinyl Tile Replacement/1st Floor Classrooms project (the “Project”) which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Work Plan, and Products and Services Specifications set forth below and submitted to the District at the following address:

Bolton Board of Education  
72 Brandy Street  
Bolton, CT 06043  
Attention: Superintendent

“BCS - Vinyl Tile Replacement/1st Floor Classrooms – Bid#:1819-01B”

1.2 INTENT TO BID FORM

All Bidders **must complete and submit** the Intent to Bid Form, in the form of Appendix A, **no later than Tuesday, November 6, 2018**. The Bidder shall be responsible for the timely delivery of the Intent to Bid Form. The Bidder must include all requested information and shall make no additional stipulations on the Intent to Bid Form or qualify or condition their Bid in any other manner.

The Intent to Bid Form must be completed and returned via mail, fax or email to the District no later than **3:00 PM on November 6, 2018** or can be submitted in person to Ray Boyd on **November 6, 2018**, immediately prior to the 3:00 PM walkthrough.

Bolton Board of Education  
Office of the Superintendent  
72 Brandy Street  
Bolton, CT 06043  
Attn: Ray Boyd  
Fax: 860-647-8452  
Email: rboyd@boltonct.org

1.3 PROJECT WALKTHROUGH (MANDATORY)

All Bidders **are required to attend a walkthrough meeting** at the building where the Vinyl Tile Replacement/1st Floor Classrooms will be conducted. The walkthrough meeting will begin promptly at the time specified whereby all contractors can walk the areas associated with the scope of work regarding the Vinyl Tile Replacement/1st Floor Classrooms project. All questions must be submitted in writing via email to the District and ATC Group Services as provided in Section 2.0 below. Bidders will be required to perform their own measurements of each area during the walkthrough. The walkthrough meeting is scheduled for **3:00 PM on Tuesday, November 6, 2018**, at the Bolton Center School (Main Entrance), 108 Notch Road, Bolton, CT 06043.

1.4 PREVAILING WAGE REQUIREMENTS

To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

1.5 To the extent required pursuant to Connecticut General Statute Section 31-53b, the contractor shall furnish proof,

and shall cause its Subcontractors to 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.

## 1.6 BID SECURITY AND BONDS

### 1.6.1 BID SECURITY

Each Bid must be accompanied by a Bid Bond or certified check payable to the District for ten percent (10%) of the total amount of the Bid.

### 1.6.2 PAYMENT AND PERFORMANCE BONDS

To the extent required pursuant to Connecticut General Statute Section 49-41, all bidders shall furnish to the District on or before the award date, a bond in the amount of the contract which shall be binding upon the award of the contract to the successful bidder, with a surety or sureties satisfactory to the officer awarding the contract, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person, provided no such bond shall be required to be furnished (1) in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which such general bid is submitted is less than one hundred thousand dollars, (2) in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which such sub-bid is submitted is less than one hundred thousand dollars, or (3) in relation to any general bid or sub-bid submitted by a consultant, as defined in section 4b-55. In addition to the foregoing, if a labor and material payment bond is required, the successful bidder shall also provide a performance bond in the same amount. Any such bonds furnished shall have as principal the name of the successful bidder awarded the contract.

## 2.0 BIDDER INSTRUCTIONS

Direct any and all questions regarding the bid process and submission of a bid by email to Ray Boyd, Director of Operations, at [rboyd@boltonct.org](mailto:rboyd@boltonct.org) and Scott Johnson, Operations Manager (ATC), at [scott.johnson@atcassociates.com](mailto:scott.johnson@atcassociates.com) no later than **12:00 PM on Wednesday November 14, 2018**. Questions or requests received after this time will not be addressed. Please include the bid project name in the subject line of all email correspondence. The District or ATC will respond to timely submitted inquiries by email to all Bidders who have timely provided an Intent to Bid Form in accordance with Section 1.2 above (each, a “Registered Bidder”).

## 2.1 BID OPENING

All Bid responses to this RFP must be submitted in triplicate in a sealed opaque envelope labeled as follows: *Bolton Center School - Vinyl Tile Replacement/1<sup>st</sup> Floor Classrooms - Bid* and received by **1:15 PM on Monday December 3, 2018** at Bolton Board of Education, 72 Brandy Street, Bolton, CT 06043.

2.1.1 Bid responses to this RFP shall be hand delivered or mailed. No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

2.1.2 No Bids will be accepted or considered after **1:15 PM on December 3, 2018**.

2.1.3 The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for actual receipt of the Bid.

2.1.4 All timely submitted Bids received by the District will be publicly opened at the Bolton Board of Education Conference Room at 72 Brandy Street, Bolton, CT 06043 at **1:30 PM on Monday December 3, 2018**.

2.1.5 If the District is closed due to unforeseen circumstances on the bid opening date, Bids will be due at the same time on the next day that the District is open.



2.2 CLARIFICATIONS AND CORRECTIONS

Direct any and all questions **regarding the work to be performed or the specifications** per this RFP by email to: Ray Boyd, Director of Operations at: rboyd@boltonct.org and Scott Johnson, Operations Manager (ATC) at: scott.johnson@atcassociates.com no later than **12:00 PM on Wednesday November 14, 2018**. Questions or requests received after this time will not be addressed or considered. The resulting answers, along with the questions, shall be forwarded by **4:00 PM on Monday November 19, 2018** to all Registered Bidders. Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum posted to the District and DAS websites. All addenda issued prior to the Bid Opening will become part of the specifications under the Contract and a copy will be sent by email to all Registered Bidders. No verbal statements by the District or ATC will be considered as binding or enforceable against the District.

2.3 GENERAL REQUIREMENTS

- 2.3.1 Neither the District nor its representatives shall be responsible for expenses incurred by Bidders in the preparation or subsequent presentation of the Bid responses.
- 2.3.2 This RFP for Vinyl Tile Replacement/1st Floor Classrooms is not an offer to enter into a contract, but rather a solicitation for Bids. The District is under no obligation to award a contract in connection with this RFP.
- 2.3.3 The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.

2.4 BID IDENTIFICATION AND SUBMISSION REQUIREMENTS

The Bid shall include the full legal name of the Bidder, its business address, email address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, limited liability company, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation or limited liability company shall identify the state in which it is incorporated/organized. Each copy of the Bid submission shall be signed by the person or persons legally authorized to bind the Bidder to a contract if awarded in connection with this RFP. All Bid submissions shall include the following:

- 2.4.1 **Bid Certification Form:** The Bidder shall complete and submit, as part of the Bid submission, a **Bid Certification Form, Appendix B**, completed in long hand, in ink, and by an authorized representative.
- 2.4.2 **Bid Form:** The Bidder shall complete and submit, as part of the Bid submission, a **Bid Form, Appendix E**, summarizing the details of the Bid and the number of containments Bidder proposes to use in connection with the Project.
- 2.4.3 **Description of Bidder:** Provide a brief general description of Bidder’s business and the number of years in business. List any subsidiaries or parents of Bidder. List any companies owned by the principals of Bidder now and during the past ten years.
- 2.4.4 **Comparable Projects:**
  - (i) Provide a description of the comparable projects completed by the Bidder over the past twenty-four months, the scope of Bidder’s involvement in such projects and the substantial completion date for each of the same. Also include the name and contact information for the owner of each comparable project.
  - (ii) Provide a description of a project completed by the Bidder within the last three years for a public school, the bidders involvement in such project and the substantial completion date for such project.
  - (iii) Identify any projects described in (i) and (ii) above for which the Contract Sum exceeded \$35,000.
- 2.4.5 **Project Team:** Provide name, contact information and resume for the Bidder’s lead representative/project manager proposed for the Project.

- 2.4.6 **References:** The Bid submission shall include a **list of at least four (4) references**, including contact name, email address and telephone number, one (1) of which must be a school (preferably a public school), for which the Bidder performed similar work as a general contractor within the past three (3) years. The public school reference may be in connection with the project described in section 2.4.4 (ii) above.
- 2.4.7 **Proposed Project Schedule:** The Bid submission shall include the Bidder's **proposed project implementation schedule**, including the timeline for completing the work, the proposed staffing, number of containments, and, if the Bidder intends on using subcontractors, the names and addresses of the proposed subcontractors.
- 2.4.8 **Certificate of Insurance:** The Bid submission shall include a copy of the form of a **certificate of insurance**, demonstrating that the Bidder has the insurance coverage required by Section 6.1.2 of this RFP.
- 2.4.9 **Certification Re: Storage, Disposal and Use of Hydraulic Fracturing Waste:** The Bidder shall complete and submit, along with the Bid submission, **Appendix C, completed in long hand, in ink**, and by an authorized representative.
- 2.4.10 **Non-Collusion Affidavit:** The Bidder shall complete and submit, along with the Bid submission, Appendix D, completed in long hand, in ink, and by an authorized representative.
- 2.4.11 **CHRO Nondiscrimination Certification/Affidavit:** For any Bidder not currently included on the CHRO's on-line list of Contractors with current and effective Nondiscrimination Certification/Affidavits filed with the CHRO, the Bidder shall submit with its Bid a copy of the required Certification/Affidavit and evidence of filing with the CHRO.
- 2.4.12 **Surety Letter:** Furnish a letter from a Connecticut licensed surety company certifying a willingness to provide payment and performance bonds for the bidder in the full value of the Contract Sum.
- 2.4.13 **Licenses/Registrations:** Provide copies of all applicable licenses and registrations. The name and location of your entity, including the office location that will be serving the District.
- 2.5 DEFINITIONS
- The foregoing definitions are made available and are applicable for the purpose of this RFP only.
- 2.5.1 Bolton Board of Education – District.
- 2.5.2 Bidder(s) – Business Entities and/or Person(s) submitting the Bid.
- 2.5.3 Bid(s) – A complete and properly executed proposal to perform the Scope of Work, or designated portion thereof, for the sums stated within the Bid Form.
- 2.5.4 Base Bid – The sum stated in the Bid Form for which the Bidder offers to perform the Scope of Work.
- 2.5.5 Contract – The contract to be executed by the successful bidder in substantially the form attached hereto as Appendix K as modified to incorporate appropriate terms and conditions as determined by the District.
- 2.5.6 Scope of Work – The scope of work described in this Request for Proposals and the Project Specification and Work Plan.
- 2.5.7 Selected Vendor/Contractor – The successful Bidder(s) who executes a Contract for the Project with the District.
- 2.5.8 Bid Documents - This RFP (including all Appendices, attachments and documents incorporated herein by reference) and the District's and ATC's written responses to Bidders' inquiries under Section 2.0

and 2.2 of this RFP.

### 3.0 GENERAL CONDITIONS

#### 3.1 RIGHTS OF ACCEPTANCE OR REJECTION

The District reserves the right to amend or withdraw this RFP for any reason, to waive technical defects, irregularities, and non-material deficiencies in Bid submissions, to reject any and all Bids, in whole or in part, to accept a Bid or a part of the Bid, even though such Bid is not the low Bid, and to award or not award a contract in connection with this RFP, all as determined by the District in its discretion to be in the best interest of the District and/or the Town of Bolton.

The District shall be under no obligation to accept the lowest financial Bid if the lowest financial Bid is not deemed to be in the best interest of the District. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. Individual Bids may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional Bids, incomplete Bids, or unexplained erasures. Individual Bids may also be rejected if, in the opinion of the District, such Bid does not meet the standard of quality established by the Bid Documents. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the District to reject any and all Bids, in whole or in part.

#### 3.2 QUALIFICATION OF BIDDERS

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the District will retain the right, and has complete discretion, to qualify or disqualify any Bidder on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid. Each Bidder, by submitting a Bid, represents that:

3.2.1 The Bidder has read and understands all the requirements, conditions and specifications contained herein and work to be performed by the successful Bidder.

3.2.2 The duly authorized representative of the Bidder visited the area during the walkthrough and took its own measurements of the area and familiarized himself/herself with the local conditions under which the work is to be performed.

3.2.3 The Bid is based upon the materials without exception, specified in the Bid Documents.

3.2.4 Bidder needs to submit documentation identifying them as an authorized, certified dealer for the product to be installed.

#### 3.3 VARIANCE AND PRICE

Any variance from the specifications included in the Bid Documents must be fully explained in writing by the Bidder as part of the Bid submission. All prices shall be based on the Bidder's own measurements of the designated areas.

The total price quoted on the Bid Form shall be a lump sum price for the entirety of the work. The Contractor will be held to the lump sum price, even if there was an error made in the measurements by the Contractor. The unit prices proposed by a Bidder are to be the basis for pricing changes in the Work if such changes are required by the District. Unit prices shall remain valid for the life of the project notwithstanding a change by the District in the quantity of such items or units required to be provided by the Contractor.

#### 3.4 MANUFACTURER(S) BRANDS/MODEL NUMBERS

Bidders shall be required to base their bids on the specified products by specified manufacturers (such as Armstrong – Standard Excelon for tile and Burke/Mercer (4.5') for cove base) unless otherwise agreed by the District in its discretion. These are the same products used in last year's BCS Carpet to Tile Replacement project and should be used in this project.

#### 3.5 MANUFACTURER(S) SUBSTITUTIONS

If in addition to its bid under Section 3.4, a Bidder wishes to propose a substitution from the specified products

and/or services by the manufacturer(s), such substitution shall be at no additional cost to the District. The District has no obligation to accept any substitutions and has the right to reject, in its discretion, any and all manufacturer(s) substituted products and/or services.

3.6 MANUFACTURER(S) DISCOUNTS

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

3.7 PROJECT IMPLEMENTATION

The selected vendor/contractor shall have sufficient resources in order to complete the work for the Project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the Timeline Requirements described in section 5.0. All Bidders shall provide the District with a project implementation schedule and phasing that adheres to the Timeline Requirements. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the Scope of Work without disruption.

3.8 PRODUCTS AND SERVICES SPECIFICATIONS

It is the intent of the specifications of this RFP to define the minimum acceptable quality of products and/or services. If a particular product is not specified by manufacturer, the product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes and distributes products and services to the school market.

3.9 VARIATIONS FROM SPECIFICATIONS

All variations from the specified products and/or services set forth in the Bid Documents must be fully explained as part of the Bid submission. Specified manufacturer(s) brands must be used in all cases.

3.9.1 The District reserves the right to increase or decrease quantities, or modify the specifications.

3.10 PARTIAL BIDS

Partial Bids will not be considered or accepted.

3.11 WITHDRAWAL OF BIDS

Upon presentation of proper identification, any Bidder may withdraw his/her/its Bid any time prior to the opening of the Bids. No Bid shall be withdrawn for a period of ninety (90) days after the date that the Bids are opened.

3.12 BID EVALUATIONS

Considerations and criteria for selecting the successful bidder will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, bidder reliability, warranties and familiarity with the projects and the facilities of the District.

3.12.1 It is the intent of the District to award the Contract to the “lowest responsible qualified bidder” which shall mean the Bidder submitting the lowest bid amongst all Bidders deemed in the sole discretion of the District to be responsible and qualified.

3.12.1.1 The District will determine whether a Bidder is responsible and qualified based on the qualification criteria listed in the table attached as Appendix J. Although price shall be a primary factor, the District expressly reserves the right to select a Contract awardee other than the Bidder submitting the bid with the lowest price.

3.12.2 The District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

3.13 SUPPLEMENTAL INFORMATION REQUESTS / INTERVIEWS

One or more bidders may be requested by the District to attend a Contractor Interview. The District may request any and all bidders to submit, within five days after notice any additional information that will satisfy the District that the bidder is adequately situated and able to fulfill the terms of the proposed Contract. The successful bidder shall be prepared to provide the District, within five (5) days of being notified of the award of the Contract, the names of the suppliers for the materials to be used to complete the work.

4.0 SCOPE OF WORK

The Scope of Work of the project is described below and will be incorporated into the Contract.

4.1 GENERAL DESCRIPTION

Level subfloor and install vinyl composition tile and cove base at Bolton Center School in the areas shown on the map attached as Appendix G in strict accordance with this project specification. All work at the schools shall be done within the timeline described in Section 5 below.

4.1.1 The contractor must obtain the necessary approved local and state building permits before the start of the project.

4.1.2 All products and procedures used in this project must meet the 2012 International Building Code portion of the 2016 Connecticut State Building Code.

4.2 FACILITIES/LOCATION

Bolton Center School, 108 Notch Road, Bolton, CT 06043

4.3 CONDITIONS

4.3.1 Furnish all tools, equipment, labor and material and perform all operations necessary for the complete installation of the work in this specification, including providing own means of material disposal/dumpster. Disposal means and/or dumpster location must be approved by the District's Director of Operations prior to job start.

4.3.2 During the course of the project, the contractor shall not allow debris from the work to accumulate at the project site. At the completion of the work, all debris caused by the tile installation shall be removed from the site by the contractor.

4.3.3 Any damage caused by the contractor to existing Bolton Center School property shall be repaired by the contractor at their expense prior to final payment for work completed.

4.3.4 The contractor shall furnish a written minimum two (2) year warranty guarantee as of the date of acceptance of the installation by the District and prior to payment. The guarantee shall cover repair or replacement due to defects in workmanship or materials. Contractor shall cover all cost within this bid to furnish this two (2) year warranty guarantee, which includes and is not limited to any moisture testing and moisture mitigation required to furnish this warranty.

4.3.5 The drawings attached as Appendix E will afford necessary information regarding areas to be tiled.

4.3.6 All prospective bidders are **required to visit the job site** and examine job conditions, review job requirements and determine exact room and area dimensions prior to submitting a bid.

4.3.7 District designees shall be responsible for the removal of all furniture.

4.3.8 District designees shall be responsible for the final waxing and buffing of floor tile. The contractor shall be responsible for final cleaning of new floor tile prior to the waxing process.

4.3.9 All bidders are required to attend the site walkthrough at **3:00 PM on Tuesday November 6, 2018** and to perform their own measurements of each area.

4.4 AREAS TO BE REPLACED

4.4.1 Bolton Center School: VINYL TILE REPLACEMENT

First Floor Rooms: 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, Office Suite by Cafeteria, Staff Room by Cafeteria.

4.5 DEFINITION OF WORK

4.5.1 Prepare all sub-floors as needed.

4.5.2 Provide all flashing materials and adhesives.

4.5.3 Provide self-leveling process.

4.5.4 Provide and install all reduction materials.

4.5.5 Provide and install all vinyl cove base.

4.5.6 Remove all debris at end of job per 4.3.1.

4.5.7 Clean all floors at end of job.

4.5.8 All products and materials used must be asbestos-free (SDS required in Bid proposal).

4.6 SUMMARY

4.6.1 Quality Assurance

4.6.1.1 Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.

4.6.1.2 Installer's Qualifications: Engage installers who are certified in writing by resilient flooring manufacturer.

4.6.1.3 ADA Guidelines: Resilient flooring shall be slip-resistant, meeting static coefficient of friction of 0.06 for level floors and 0.08 at ramps.

4.6.2 Submittals

4.6.2.1 Product Data: Submit manufacturer's technical data for each type of resilient flooring and accessory, including information on building and fire code compliance.

4.6.2.2 Samples: Submit manufacturer's standard color charts in form of actual sections of resilient flooring and cove base showing full range of colors and patterns available, for type of resilient material required.

4.6.2.3 Maintenance Instructions: Submit two (2) copies of manufacturer's recommended maintenance practices for each type of resilient material and accessory required.

4.6.3 Project Conditions

4.6.3.1 Maintain minimum temperature of 68 degrees Fahrenheit in spaces to receive resilient flooring and accessories for at least 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55 degrees Fahrenheit in areas where work is completed.

4.7 PRODUCTS

4.7.1 Acceptable Manufacturers

4.7.1.1 Vinyl Composition Floor Tile: Armstrong – Standard Excelon or approved equal.

4.7.1.2 Vinyl Cove Base and Accessories: Burke/Mercer (4.5”) or approved equal

4.7.2 Floor Tile

Vinyl Composition Tile: ASTM F1066, Class 2, Composition 1 (asbestos-free) and as follows composed of polyvinyl chloride resin binder, plasticizers, fillers and pigments with colors and texture dispersed uniformly throughout its thickness and shall contain 10% recycled material.

- Wearing surface: Smooth
- Size 12” x 12”
- Gauge: 1/8”
- Field color: As selected by District designee

4.7.3 Accessories

4.7.3.1 Vinyl Cove Base: ASTM F1861, Type TV (thermoplastic vinyl), Group 1 (solid) and as follows: Vulcanized, extruded product manufactured from synthetic vinyl compound.

- Height: 4.5”
- Thickness: 0.0015”
- Style: Standard top-set cove; cove base for resilient flooring
- Finish and Colors: Satin (matte); colors as selected by Bolton Center School designee.

4.7.3.2 Resilient Edge Strips: Homogeneous vinyl or rubber composition, tapered or bull-nosed edge, color s selected by owner from standard colors available, not less than 1” wide.

4.7.3.3 Adhesives (cements) (asbestos-free): Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.

4.7.3.4 Trowel-able Underlayment & Patching Compounds: Latex modified, Portland cement based formulation provided or approved by floor tile manufacturer for applications indicated (asbestos-free).

4.8 EXECUTION

4.8.1 Examination

4.8.1.1 Inspect sub-floor surfaces to determine that they are satisfactory for installation and comply with resilient flooring manufacturer’s requirements and those of this Specification.

4.8.1.2 Do not allow resilient flooring work to proceed until unsatisfactory conditions have been corrected.

4.8.2 Preparation – Prepare sub-floor surfaces as follows

4.8.2.1 Use leveling and patching compound, as recommended by resilient flooring manufacturer, for filling cracks, holes and depression in sub-floors and as required to align resilient flooring with adjoining finishes. Floor shall be prepared to condition that will be acceptable for finish flooring warranty, including self-leveling process to prepare for adhesive.

4.8.2.2. Remove coatings from sub-floor surfaces that would prevent adhesive bond, including curing compounds incompatible with resilient flooring adhesives, paints, oils, waxes and sealers.

4.8.2.3 Broom clean and vacuum surfaces to be tiled and inspect sub-floor.

4.8.2.4 Contractor shall cover all cost within this bid to furnish a minimum two (2) year manufacturer

warranty, which includes and is not limited to any moisture testing and moisture mitigation required to furnish this written warranty per manufacturer specifications.

4.8.3 Installation, General

- 4.8.3.1 Where movable partitions are shown, install resilient flooring before partitions are erected.
- 4.8.3.2 Install resilient flooring using method indicated in strict compliance with manufacturer's printed instructions. Extend flooring into toe spaces, door reveals, and into closets and similar openings.
- 4.8.3.3 Scribe, cut and fit resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions.
- 4.8.3.4 Tightly cement resilient flooring to sub-base without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other imperfections.
- 4.8.3.5 Hand roll resilient flooring in accordance with manufacturer's written instructions to assure adhesion.

4.8.4 Installation of Tile Floors

- 4.8.4.1 Lay tile from center marks established with principal walls discounting minor offsets, so that tile at opposite edges of room are equal width. Adjust as necessary to avoid use of cut widths less than ½ tiles at room perimeters. Lay tile square to room axis, unless otherwise shown.
- 4.8.4.2 Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged if so numbered. Cut tile neatly around fixtures. Broken, cracked, chipped or deformed tiles are not acceptable. Lay tile with grain running in one (1) direction.
- 4.8.4.3 Adhere tile floor to substrates using full spread of adhesive applied in accordance with flooring manufacturer's directions.
- 4.8.4.4 Provide slip-resistant floor tiles at ramps and where required by ADA guidelines.
- 4.8.4.5 Install 1st Floor Classrooms in one direction in accordance with manufacturer's directions.

4.8.5 Installation of Accessories

- 4.8.5.1 Apply cove base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces. On masonry surfaces, or other similar irregular substrates, fill voids along top edge of cove base with manufacturer's recommended adhesive filler material.
- 4.8.5.2 Place resilient edge strips tightly butted to flooring and secure with adhesives. Install edging strips at edges of flooring which would otherwise be exposed.

4.8.6 Clean and Protection

- 4.8.6.1 Perform the following operations immediately upon completion of resilient flooring:
  - Sweep or vacuum thoroughly
  - Do not wash floor until time period recommended by resilient flooring manufacturer has elapsed to allow flooring to become well sealed in adhesive.
  - Damp mop floor being careful to remove black marks and excessive soil.
  - Remove excessive adhesive or other surface blemishes using appropriate cleaner recommended by resilient flooring manufacturer.

4.8.7 Extra Stock



- 4.8.7.1 Deliver stock of maintenance materials to Bolton Center School. Furnish maintenance materials from same manufactured lots as materials installed and enclosed in protective packaging with appropriate identifying labels.
- The Flooring: Furnish not less than one box for each 50 boxes or fraction thereof, for each type, color and size installed.
  - Vinyl Base: Furnish 10 lineal feet of cove base for each 500 lineal feet or fraction thereof for each type and color of cove base installed.

5.0 TIMELINE REQUIREMENTS

- 5.0.1 Work may commence on or after **July 22, 2019**.
- 5.0.2 Work shall be totally completed by **August 9, 2019**.
- 5.0.3 If any work goes beyond **August 9, 2019** then the District may impose liquidated damages as described in Section 6.1.3 below.

5.1 PROJECT TIMELINE

The selected vendor/contractor shall have sufficient resources in order to complete the Scope of Work within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is expecting the project to be completed in accordance with the following Project Timeline:

This RFP is available on District and State of Connecticut Contracting Portal websites *or* for pickup at the District location at 72 Brandy Street, Bolton, CT 06043 as of **October 31, 2018**

Intent to Bid Due – no later than **November 6, 2018 per Section 1.2**

Mandatory Walk through – **3:00 PM, Tuesday, November 6, 2018**

Questions to be received – by **12:00 PM, Wednesday, November 14, 2018**

Answers to Question Distributed – by **4:00 PM, Monday, November 19, 2018**

Sealed Bids Due – **1:15 PM, Monday, December 3, 2018**

Sealed Bids Opened – **1:30 PM, Monday, December 3, 2018**

Interview of Select Bidders – **TBD**

Selection of successful Bidder – on or about **Friday, December 14, 2018**

Work Begins – on or after **July 22, 2019**

Work Complete – no later than **August 9, 2019**

5.1.1 SCOPE OF WORK SCHEDULES

The school buildings specified in the Scope of Work will not be occupied with students or children and work will be conducted when school is not in session and no one under 18 will be allowed in the building. Working hours will be Monday through Friday, 7AM – 5PM.

6.0 AWARDED CONTRACT REQUIREMENTS

6.1.0 CONTRACT EXECUTION

The District reserves the right to modify the Contract as deemed appropriate and necessary and in the best interest of the District. The terms, conditions and provisions of the Contract are incorporated into and made a part of this RFP. **Each Bidder should be thoroughly familiar with all the terms, conditions and provisions in of the Contract.** The successful Bidder shall execute and deliver the Contract (as modified by the District) to the District within five (5) days of being notified that the Bid is

accepted and that the selected vendor/contractor is awarded a contract to perform the Scope of Work in accordance with all terms and conditions contained herein. The District will sign and return such Contract on or around **Friday, January 11, 2019**. The awarded contract must be SIGNED and DATED by both the District and the awarded vendor/contractor prior to start of any work.

The District will present the Contract to the successful Bidder for execution. If the successful Bidder is an entity, the Contract must be signed in the legal name of the entity by an officer or other person authorized to contract on behalf of the entity. The District will not execute the Contract until it has received and approved all required documents from the successful Bidder, such as requisite insurance certificates. The District reserves the right, subject to mutual agreement with the successful Bidder, to extend the term of this Bid, at the Bid price, for a mutually agreed upon period of time.

#### 6.1.2 INSURANCE REQUIREMENTS

No work connected with the Project shall start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage and Bolton Board of Education and the Town of Bolton are named as additional insureds on said policy. An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the District by registered or certified mail, shall be included. As a condition of performing work as a vendor/contractor, the Contractor must provide the District and its agents with satisfactory evidence of insurance coverage as follows:

6.1.2.1 Workers Compensation and Employer's Liability Insurance covering the Contractor's statutory obligations in the State of Connecticut.

6.1.2.2 Automobile Liability Insurance with a limit of \$1,000,000 per accident covering the Contractor's owned, non-owned and hired automobiles.

6.1.2.3 Commercial General Liability Insurance written on an OCCURRENCE policy form includes coverage for the Contractor's operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual and products-completed operations with limits of liability as follows:

6.1.2.3.1 If the Contractor's policy is written on the 1986 ISO Simplified form, minimum limits are as follows:

\$1,000,000 Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Product-Completed Operations Aggregate

\$5,000,000 Excess/Umbrella

If the Contractor's policy's general aggregate is per job, then a \$1 million limit of Liability is acceptable for the general aggregate and the products-completed operations aggregate.

6.1.2.3.2 If the Contractor's policy is written on a form other than the 1986 ISO Simplified form, minimum limits are as follows:

\$1,000,000 Occurrence (bodily injury & property damage combined)

\$2,000,000 Aggregate (applicable to products-completed operations only)

\$5,000,000 Excess/Umbrella

6.1.2.4 Evidence of the Contractor's insurance coverage required herein, is to be provided to the District and its agents on Accord Certificate form 25 or 25-S and must indicate the following:

6.1.2.4.1 That the Contractor's Commercial General Liability insurance policy includes coverage as described in this Section.

6.1.2.4.2 That the phrases "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.

- 6.1.2.4.3 That Bolton Board of Education and the Town of Bolton are additional insureds on the General Liability policy certificate.
- 6.1.2.4.4 Any deviations in coverage provided by the Standard 1986 ISO Simplified General Liability policy form and any deductible over \$1,000 applicable to any coverage.
- 6.1.2.4.5 General Liability and Auto Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess policies.

6.1.3 CHRO REQUIREMENTS/NO DISCRIMINATION

The Contract awardee shall be required to comply with the provisions of CGS Section 4a-60g and the requirements concerning nondiscrimination and affirmative action under sections 4a-60 and 4a-60a. The Contract awardee shall, on the basis of competitive bidding procedures, (A) set aside at least twenty-five per cent of the total value of the state's financial assistance for the contract resulting from this solicitation for award to subcontractors who are small contractors, and (B) of that portion to be set aside in accordance with subparagraph (A) of this subdivision, reserve a portion equivalent to twenty-five per cent of the total value of such contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

These requirements are more particularly described in Appendix I to this RFP.

6.1.4 NO SMOKING POLICY

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All selected vendors/contractors shall comply with this no smoking policy.

6.1.5 BACKGROUND CHECKS

6.1.5.1 The successful bidder will be required to comply with all applicable laws including, without limitation, Connecticut General Statutes Section 222c, as applicable.

6.1.5.2 The scope of the Work under this RFP does not, and will not under any circumstances, require any contact with students. The successful bidder, its subcontractors, and their respective employees, agents and representatives shall be prohibited from making any verbal, physical, telephonic or electronic contact of any kind with any student or any other minor person on school property including, without limitation, the Project site, whether inside or outside of any school facility. The successful bidder shall immediately remove any individual performing Work on the Project from school property and from the Project if it becomes known to the successful bidder that such person may be a danger to the health or safety of the school community or its students, or at the request of the District, in its sole discretion. The successful bidder shall include, and shall require its subcontractors to include, this section in all subcontracts for the Project.

6.1.6 MISCELLANEOUS CONTRACT PROVISIONS

The awarded contract will be governed by the laws of the State of Connecticut. The selected vendor/contractor shall not assign the Contract or sublet it or portions thereof without the prior written consent of the District.

## ATTACHMENT 1

### SPECIFICATION SECTION 096500 – RESILIENT FLOORING

#### INTRODUCTION

These Product and Services Specifications provide the Bidder with the Vinyl Tile Replacement/1st Floor Classrooms requirements for the project requested by the District in this RFP. The intent of the Vinyl Tile Replacement/1st Floor Classrooms specifications is to provide relevant information that allows the Bidder to bid the labor, supervision, materials and consumables to perform a complete Vinyl Tile Replacement/1st Floor Classrooms.

- The Bidder is responsible for proposing any and all items required for a complete Vinyl Tile Replacement/1st Floor Classrooms even though it may not be identified in the specifications incorporated herein.
- The successful Bidder shall meet or exceed all requirements for the Vinyl Tile Replacement/1st Floor Classrooms described in this RFP, Specification Section 096500, work plan and any Bid attachment documents provided by the District and its agents.
- If, for any reason, any Bid attachment document is in conflict with the details in the specifications herein this RFP, the forgoing written specification shall take precedence.

#### APPLICABLE DOCUMENTS

The Vinyl Tile/1st Floor Classrooms Replacement described within the specifications is derived, in part, from the recommendations in industry standard manuals and documents. The Bidder is responsible for determining and adhering to the most recent release of applicable documents when developing their proposal for the Vinyl Tile/1st Floor Classrooms Replacement.

- If a conflict exists between the applicable documents, then the aforementioned numeric list of applicable documents shall dictate the order of precedence in resolving such conflicts. This order of precedence shall be maintained unless a lesser order document has been adopted as code by a local, state, or federal entity. If a conflict further exists, documents adopted as code shall take precedence.
- If the specifications incorporated herein and any of the aforementioned applicable documents are in conflict with each other, then the more stringent requirement shall apply. All applicable documents listed are, to the best of the District and its agent's knowledge, considered to be the most current releases of said documents.

**PART 1 - GENERAL**

**1.1 REFERENCES**

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1. ASTM INTERNATIONAL (ASTM)

- ASTM D4078 (2002; R 2015) Water Emulsion Floor Polish
- ASTM D5603 (2001; R 2008) Rubber Compounding Materials  
- Recycled Vulcanizate Particulate Rubber
- ASTM E2129 (2010) Standard Practice for Data Collection for  
Sustainability Assessment of Building Products
- ASTM E648 (2017) Standard Test Method for Critical Radiant Flux of  
Floor-Covering Systems Using a Radiant Heat Energy Source
- ASTM F1066 (2004; R 2014; E 2014) Standard Specification for Vinyl  
Composition Floor Tile
- ASTM F1482 (2015) Installation and Preparation of Panel Type  
Underlayments to Receive Resilient Flooring
- ASTM F1861 (2016) Standard Specification for Resilient Wall Base
- ASTM F1869 (2016) Standard Test Method for Measuring Moisture  
Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
- ASTM F1913 (2004; R 2014) Vinyl Sheet Floor Covering  
Without Backing
- ASTM F2034 (2008; R 2013) Sheet Linoleum Floor Covering
- ASTM F2169 (2015; E 2016) Standard Specification for Resilient Stair  
Treads
- ASTM F2170 (2016a) Standard Test Method for Determining Relative Humidity in  
Concrete Floor Slabs in situ Probes
- ASTM F2195 (2013) Linoleum Floor Tile
- ASTM F710 (2011) Standard Practice for Preparing Concrete Floors  
to Receive Resilient Flooring

2. GREEN SEAL (GS) GS-36 (2011) Commercial Adhesives

3. INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)

ISO 3813 (2004) Resilient Floor Coverings – Cork Floor Tiles

4. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 253 (2011) Standard Method of Test for Critical Radiant Flux of Floor Covering  
Systems Using a Radiant Heat Energy Source

**1.2 SYSTEM DESCRIPTION**

- A. Fire Resistance Requirements
  - 1. Provide a critical radiant flux of not less than 0.45 watts per square centimeter (Class 1) when tested in accordance with ASTM E648 or NFPA 253.

**1.3 SCHEDULING**

- A. Schedule resilient flooring application after the completion of other work which would damage the finished surface of the flooring.
- B. The schedule shall be coordinated with other work included in the project. Installation of resilient flooring shall be completed no later than August 10, 2018.

**1.4 SUBMITTALS**

- A. Product Data
  - 1. Resilient Flooring and Accessories
  - 2. Floor Leveling Product
- B. Samples
  - 1. Resilient Flooring and Accessories

**1.5 WARRANTY**

- A. Provide manufacturer's standard performance guarantees or warranties that extend beyond a one year period.

**1.6 EXTRA MATERIALS**

- A. Provide extra flooring material of each color and pattern at the rate of one box for each 50 boxes or fraction thereof installed. Provide extra wall base material composed of 10 linear feet for each 500 linear feet of each type, color and pattern installed. Package all extra materials in original properly marked containers bearing the manufacturer's name, brand name, pattern color name and number, production run, and handling instructions. Provide extra materials from the same lot as those installed.

**PART 2 - PRODUCTS**

**2.1 VINYL COMPOSITION TILE**

- A. Conform to ASTM F1066 Class 2, (through pattern tile), Composition 1, asbestos-free, 12 inch square and 1/8 inch thick. Provide color and pattern uniformly distributed throughout the thickness of the tile. Tile shall contain a minimum of 10 percent recycled material. Flooring shall be slip resistant, meeting static coefficient of friction of 0.06 for level floors and 0.08 at ramps.

**2.2 WALL BASE**

- A. Conform to ASTM F1861, Type TV (thermoplastic vinyl), Style B (coved - installed with resilient flooring). Provide 4.5 inch high and a minimum 0.0015 inch thick wall base.

**2.3 ADHESIVES**

- A. Provide adhesives for flooring, base and accessories as recommended by the manufacturer and comply with local indoor air quality standards and asbestos free. VOC content shall be less than the current VOC content limits of SCAQMD Rule 1168. Submit manufacturer's descriptive data, documentation stating physical characteristics, and mildew and germicidal characteristics.

**2.4 POLISH/FINISH**

- A. Polish finish will be provided and applied by Bolton Schools. Contractor does not have to provide polish finish as recommended by the manufacturer and conform to ASTM D4078 for polish.

**2.5 MANUFACTURER'S COLOR, PATTERN AND TEXTURE**

- A. Provide color, pattern and texture for resilient flooring and accessories selected from manufacturer's standard colors. Provide flooring in any one continuous area or replacement of damaged flooring in continuous area from same production run with same shade and pattern. Submit manufacturer's descriptive data and samples of each indicated color and type of flooring, base, mouldings, and accessories sized a minimum 60 by 100 mm 2-1/2 by 4 inch.
- B. Resilient flooring shall be Armstrong – Standard Excelon or equal.
- C. Cove base and accessories shall be Burke/Mercer (4.5”) or equal.

**PART 3 - PRODUCTS**

**3.1 EXAMINATION**

- A. Examine and verify that site conditions are in agreement with the design package. Report all conditions that will prevent a proper installation. Do not take any corrective action without written permission from the School. Work will proceed only when conditions have been corrected and accepted by the installer. Submit manufacturer's printed installation instructions for all flooring materials and accessories, including preparation of substrate, seaming techniques, and recommended adhesives.

**3.2 SURFACE PREPARATION**

- A. Provide a smooth, true, level plane for surface preparation of the flooring. Floor to be flat to within 3/16 inch in 10 feet. Prepare subfloor in accordance with flooring manufacturer's recommended instructions. Comply with ASTM F710 for concrete subfloor preparation. Install trowelable or self-leveling underlayment in accordance with manufacturers recommended printed installation instructions. Comply with ASTM F1482 for panel type underlayment. Before any work under this section is begun, correct all defects such as rough or scaling concrete, chalk and dust, cracks, low spots, high spots, and uneven surfaces. Repair all damaged portions of concrete

slabs as recommended by the flooring manufacturer. Including any moisture testing and moisture mitigation required to provide a manufacturer's warranty per product specifications.

**3.3 PLACING VINYL COMPOSITION, LINOLEUM AND SOLID VINYL TILES**

- A. Install tile flooring and accessories in accordance with manufacturer's printed installation instructions. Prepare and apply adhesives in accordance with manufacturer's directions. Keep tile lines and joints square, symmetrical, tight, and even. Keep each floor in true, level plane, except where slope is indicated. Vary edge width as necessary to maintain full-size tiles in the field, no edge tile to be less than one-half the field tile size, except where irregular shaped rooms make it impossible. Cut flooring to fit around all permanent fixtures, built-in furniture and cabinets, pipes, and outlets. Cut, fit, and scribe edge tile to walls and partitions after field flooring has been applied

**3.4 PLACING WALL BASE**

- A. Install wall base in accordance with manufacturer's printed installation instructions. Prepare and apply adhesives in accordance with manufacturer's printed directions. Tighten base joints and make even with adjacent resilient flooring. Roll entire vertical surface of base with hand roller, and press toe of base with a straight piece of wood to ensure proper alignment. Avoid excess adhesive in corners.

**3.5 PROTECTION**

- A. From the time of installation until acceptance, protect flooring from damage as recommended by the flooring manufacturer. Remove and replace flooring which becomes damaged, loose, broken, or curled and wall base which is not tight to wall or securely adhered.

**END OF SECTION 096500**



APPENDIX A  
INTENT TO BID FORM

*If the Bidder intends to submit a Bid for the Vinyl Tile Replacement/1<sup>st</sup> Floor Classrooms project at Bolton Public Schools, this Intent to Bid Form must be completed and returned via mail, fax or email to the District no later than 3:00 PM on Tuesday November 6, 2018 or can be submitted in person to Ray Boyd on November 6, 2018 immediately prior to the 3:00 PM walkthrough.*

**All bidders are required to attend the walkthrough at 3:00 PM on November 6, 2018**

Please complete and return to:

Bolton Board of Education  
Office of the Superintendent  
72 Brandy Street  
Bolton, CT 06043

Attn: Ray Boyd

Phone: 860-643-1569, Ext. 3411 / Fax: 860-647-8452 / email: rboyd@boltonct.org

**PLEASE PRINT INFORMATION BELOW**

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Asbestos Contractor Lic. #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX B  
BID CERTIFICATION FORM

**BID CERTIFICATION FORM**

The Bidder has read and understood the Bid Documents, including all attachments and all addenda, and proposes to furnish all labor, equipment, supplies and materials called for by the Bid Documents for the entire work in accordance with the Bid Documents, for the amounts shown on the attached completed Bid Forms. Any and all deviations from the Bid Specifications are in writing and attached.

In submitting this Bid, the undersigned agrees:

- a. To hold the bid open until 90 days after Bid Opening.
- b. To enter into and execute the Contract, if the successful Bidder, and to furnish performance bonds and insurance as required by the Contract.
- c. To accomplish the work in accordance with the specifications in the Bid Documents.

The undersigned acknowledges that the terms, conditions, and specifications of these Bid Documents are understood and unconditionally accepted.

I hereby certify, as an officer of \_\_\_\_\_, that, as the Bidder under these Bid Documents, all of the information and material supplied to the District as required by these Bid Documents are complete and true. I, as an officer of \_\_\_\_\_, understand that all of the terms and conditions of these Bid Documents shall be included in the Contract to be executed with the District, if the Bidder is awarded the Contract. I, as an officer of \_\_\_\_\_, further understand that if any information submitted by the Bidder in connection with this RFP is found to be incomplete or false or, if any attempt by the Bidder to mislead the District/Town is discovered, either during the evaluation or subsequent to any award, such findings/discovery shall be grounds for the disqualification of the Bid or the immediate termination of the Contract, as determined by the District in its discretion.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Notary Public \_\_\_\_\_ [Seal]

**Bidder Information**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
City State Zip

Fax: \_\_\_\_\_

APPENDIX C

NO STORAGE, DISPOSAL AND USE OF  
HYDRAULIC FRACTURING WASTE CERTIFICATION

**NO STORAGE, DISPOSAL AND USE OF  
HYDRAULIC FRACTURING WASTE**

We \_\_\_\_\_ hereby submit a bid for materials, equipment and/or labor for the Bolton Board of Education. The bid is for bid documents titled, \_\_\_\_\_.

We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Bolton as a result of the submittal of this bid if selected unless the DEEP or other regulatory body determines that such waste is not harmful to the health, safety and general welfare of the public and the environment.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Notary Public \_\_\_\_\_ [Seal]

**Bidder Information**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

APPENDIX D  
NON-COLLUSION STATEMENT

NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT  
(Prime Bidder)

State of \_\_\_\_\_)

ss

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says:

1. That he/she is a ( ) Partner; ( ) Officer; ( ) Member; ( ) Owner of the firm of:

\_\_\_\_\_  
the party making the foregoing proposal or bid;

2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;

3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;

4. Neither the said bidder nor any of its officers, partners, members, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the **Bolton Board of Education** or any person interested in the proposed contract;

5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of this Bidder or any of its agents, representatives, owners, employees, or parties-in-interest, including this affiant; and

6. All statements in said proposal or bid are true.

(Signed): \_\_\_\_\_

(Title): \_\_\_\_\_

Subscribed and sworn to me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



APPENDIX E  
BILL OF MATERIALS/BID FORM

**BILL OF MATERIALS/BID FORM**

I/we, the Bidder, hereby propose, having verified the quantities and conditions affecting the cost of the work, and having reviewed in detail all of the Bid Documents including, without limitation, the specifications, Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Products and Services Specifications, Drawings and Addenda, if applicable, to furnish all labor, materials, equipment, services and warranties required for the Project known as Bolton Center School Vinyl Tile Replacement/First Floor Classrooms to take place at Bolton Center School in Bolton, Connecticut, in accordance therewith, for the Contract Price specified below.

NOTE: The Bidder may attach additional pages as needed.

**BASE BID** – Vinyl Tile/1st Floor Classrooms Replacement (Both the unit prices and the lump sum bid price must include all components and installation costs described in the Scope of Work)

Quantity (to be determined and completed by Bidder)	Description	Unit Price	Total Price
<b>Grand Total (lump sum price):</b>			

The Bidder acknowledges that the Grand Total Price is the lump sum price to be included in the Contract and represents the total compensation to be provided to the Contractor for the entirety of the Work.

The lump sum price bid by the Bidder covers all labor, equipment and services required to complete the project, and shall also incorporate any other materials, mitigation, supplies, overhead, warranties, taxes and profit of the Bidder, and the lump sum price bid by the Bidder shall be "all-inclusive."

The undersigned agrees that if the Bidder is selected as the successful bidder, he/she shall, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the District, execute a contract

in accordance with the terms of the Bid Documents; (2) the undersigned agrees and warrants that he/she has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the commission concerning his employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements; and (3) the undersigned agrees that each of the subcontractors listed on the bid form will be used for the work indicated at the amount stated, unless a substitution is permitted by the District.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018 by:

Name of Bidder: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPENDIX F  
REFERENCES

**REFERENCES**

Please provide four (4) references **at least one (1) must be a school:**

1. \_\_\_\_\_  
School District / Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

2. \_\_\_\_\_  
School District / Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

3. \_\_\_\_\_  
School District / Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

4. \_\_\_\_\_  
School District / Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

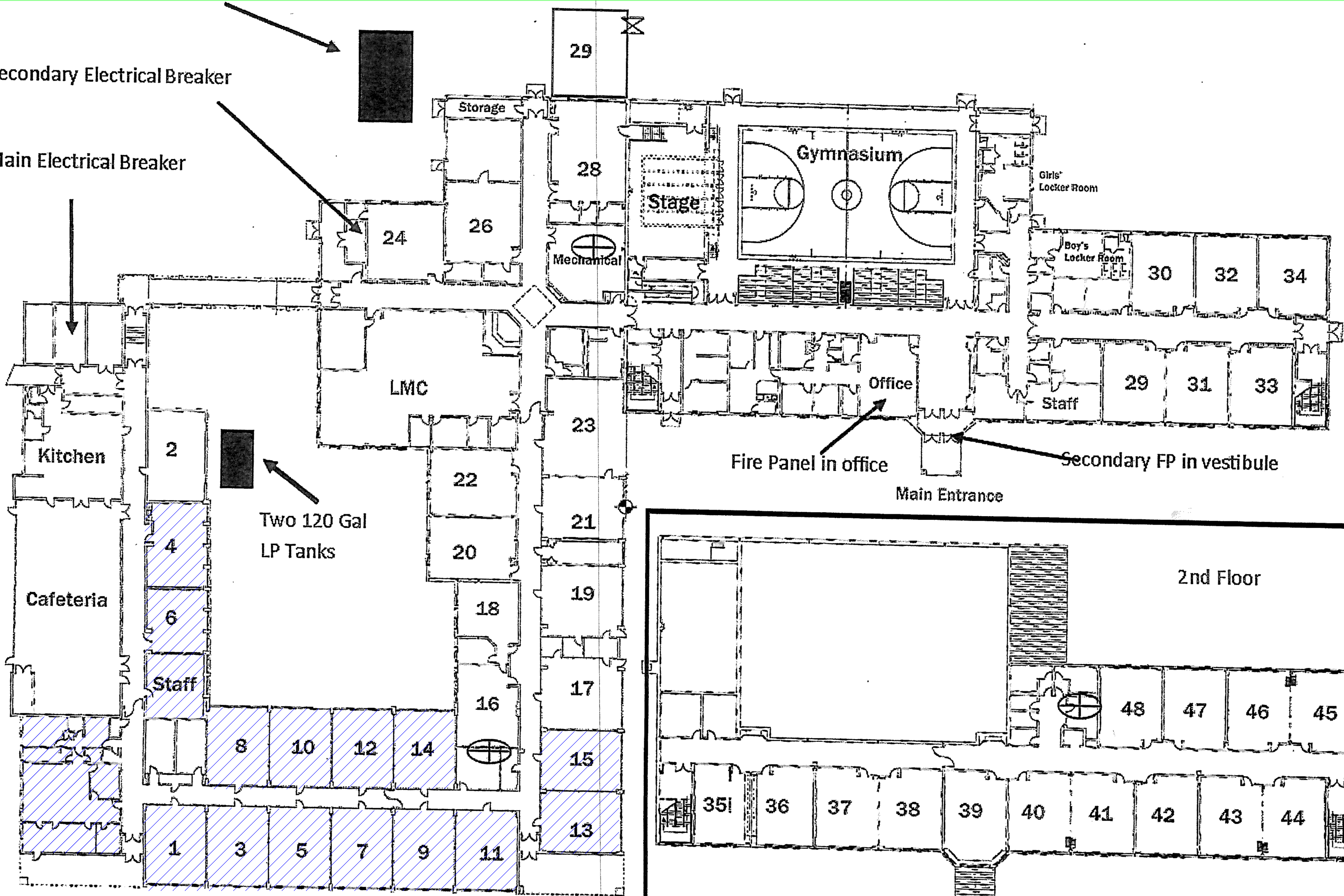
APPENDIX G

BUILDING MAP  
One (1) Map Attached



Secondary Electrical Breaker

Main Electrical Breaker



Two 120 Gal LP Tanks

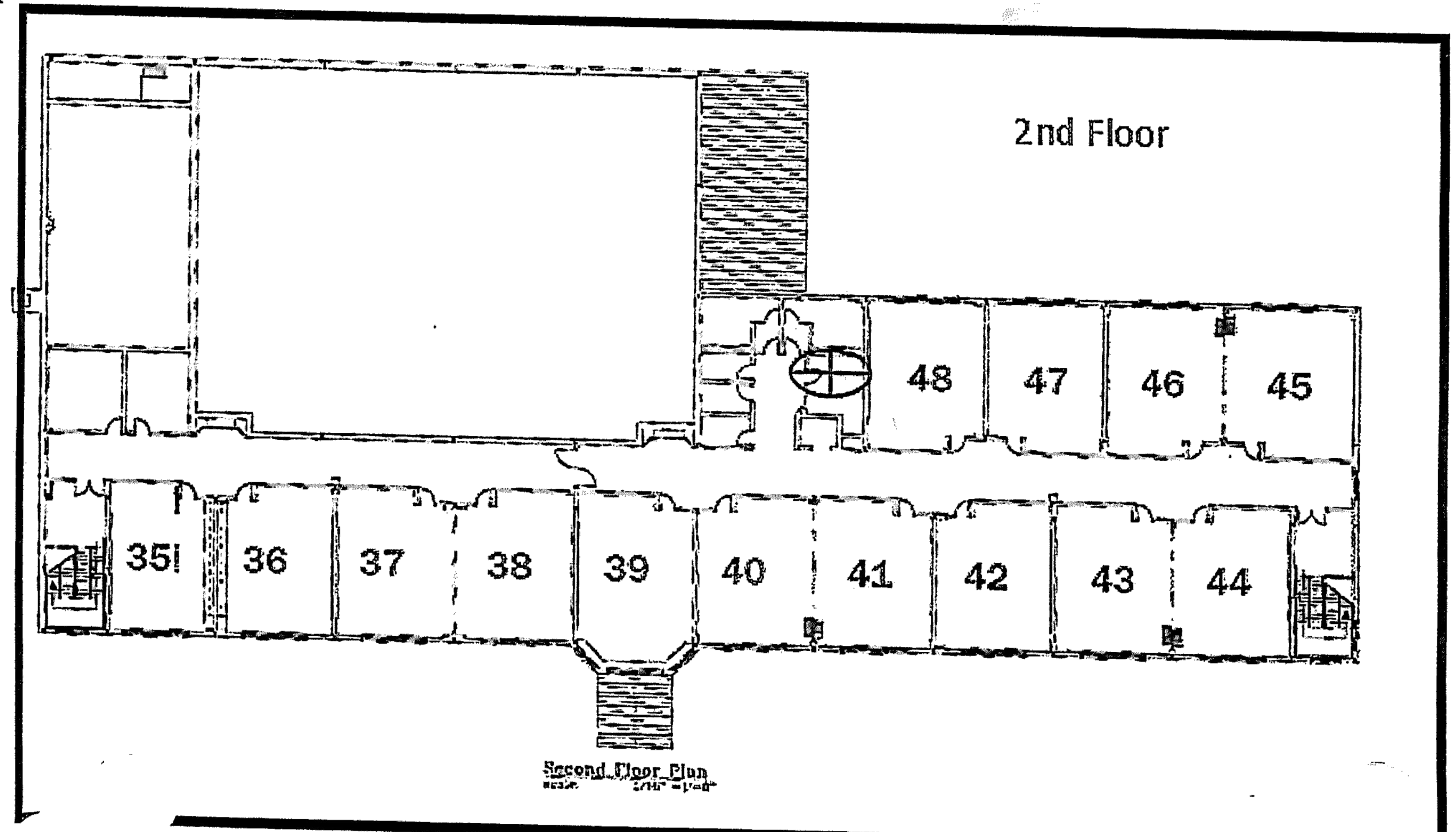
Fire Panel in office

Secondary FP in vestibule

Main Entrance

First Floor Plan  
1/2" = 1'-0"

Second Floor Plan  
1/2" = 1'-0"



SYMBOL	MATERIAL DESCRIPTION
	ACM RESILIENT FLOORING AND MASTIC

drawing title  
**ASBESTOS LOCATION FLOOR PLAN**

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF CONSTRUCTION SERVICES

date 9/25/17  
scale NTS  
drawn by AMW  
approved by SJ  
drawing no. ASB-1

project no. 02438.17.001

ATC  
290 Roberts Street • Suite 201  
West Hartford, CT 06110  
ENVIRONMENTAL • GEOTECHNICAL  
HUMAN SERVICES • MATERIAL TESTING

BOLTON CENTER SCHOOL  
108 NOTCH ROAD  
BOLTON, CONNECTICUT



## APPENDIX H

### PREVAILING WAGE INFORMATION

- I. Prevailing Wage Rate Schedule issued in connection with this RFP.
- II. Prevailing Wage Bid Package.
  - Prevailing Wage Law Poster (PDF, 97KB)
  - Section 31-53b: Construction safety and Health Course. Proof of completion required for employees on public building projects. (PDF, 10KB)
    - Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course(PDF, 20KB)
  - Notice For All Mason Contractors (PDF, 5KB)
  - CT General Statute 31-55a
  - Contracting Agency Certification Form (PDF, 89KB)
  - Contractor's Wage Certification Form (PDF, 11KB)
  - Payroll Certification - Public Works Projects
  - Information Bulletin - Occupational Classifications
  - Footnotes (Rev. 07/18) (PDF, 101KB)

The above bid package can be found electronically either by clicking on the link below or entering address into your web browser:

<https://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>



Project: Bolton Center Removal And Replacement Of Asbestos

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**Minimum Rates and Classifications  
for Building Construction**

ID# : B 24365

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

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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: 012-0040-CV

Project Town: Bolton

State#:

FAP#:

Project: Bolton Center Removal And Replacement Of Asbestos

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<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
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	38.25	27.96
<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**		
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1c) Asbestos Worker/Heat and Frost Insulator	40.21	29.30

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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	32.06 + a
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3b) Tile Setter	34.90	25.87
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
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3e) Plasterer	33.48	32.06
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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

-----LABORERS-----

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4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	30.05	20.10
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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).	30.30	20.10
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	30.55	20.10
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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.	30.55	20.10
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	30.55	20.10
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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

4e) Group 6: Blasters, nuclear and toxic waste removal. 31.80 20.10

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4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 31.05 20.10

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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 28.38 20.10

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4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 27.86 20.10

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4i) Group 10: Traffic Control Signalman 16.00 20.10

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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. 32.60 25.34

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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

5a) Millwrights 33.14 25.74

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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) 40.00 25.97+3% of gross wage

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7a) Elevator Mechanic (Trade License required: R-1,2,5,6) 51.71 32.645+a+b

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-----LINE CONSTRUCTION-----

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Groundman 26.50 6.5% + 9.00

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Linemen/Cable Splicer 48.19 6.5% + 22.00

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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

8) Glazier (Trade License required: FG-1,2)	37.18	21.05 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
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----OPERATORS----

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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)	39.55	24.05 + 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)	39.23	24.05 + 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)	38.49	24.05 + a
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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	38.10	24.05 + 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)	37.51	24.05 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.51	24.05 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.05 + 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).	36.86	24.05 + 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.	36.46	24.05 + a
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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

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).	36.03	24.05 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	33.99	24.05 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	33.99	24.05 + a
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Group 12: Wellpoint operator.	33.93	24.05 + a
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Group 13: Compressor battery operator.	33.35	24.05 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	32.21	24.05 + a
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**As of: Friday, October 26, 2018**



Project: Bolton Center Removal And Replacement Of Asbestos

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.80	24.05 + a
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Group 16: Maintenance Engineer/Oiler.	31.15	24.05 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.05 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	33.04	24.05 + a
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-----PAINTERS (Including Drywall Finishing)-----

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10a) Brush and Roller	33.62	21.05
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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

10b) Taping Only/Drywall Finishing	34.37	21.05
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10c) Paperhanger and Red Label	34.12	21.05
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10e) Blast and Spray	36.62	21.05
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	42.62	31.21
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12) Well Digger, Pile Testing Machine	37.26	24.05 + a
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13) Roofer (composition)	36.70	19.85
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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

14) Roofer (slate & tile)	37.20	19.85
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.50	36.79
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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)	42.62	31.21
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-----TRUCK DRIVERS-----

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17a) 2 Axle	29.13	23.33 + a
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17b) 3 Axle, 2 Axle Ready Mix	29.23	23.33 + a
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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

17c) 3 Axle Ready Mix	29.28	23.33 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	23.33 + a
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17e) 4 Axle Ready Mix	29.38	23.33 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.58	23.33 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	23.33 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
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**As of: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

19) Theatrical Stage Journeyman	25.76	7.34
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**As of: Friday, October 26, 2018**

**Project: Bolton Center Removal And Replacement Of Asbestos**

*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 \$4.00 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](http://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: Friday, October 26, 2018**

Project: Bolton Center Removal And Replacement Of Asbestos

*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: Friday, October 26, 2018**



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](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/wgemenu.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](http://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.**

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.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109				
CONTRACTOR NAME AND ADDRESS:											SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER									
PAYROLL NUMBER		Week-Ending Date	PROJECT NAME & ADDRESS										POLICY #		EFFECTIVE DATE:		EXPIRATION DATE:									
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION  Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY						
				S	M	T	W	TH	F	S	Total O/T Hours				TOTAL FRINGE BENEFIT PLAN CASH	FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING			LIST OTHER					
				HOURS WORKED EACH DAY																						
													\$	1. \$												
													Base Rate	2. \$												
													\$	3. \$												
													Cash Fringe	4. \$												
													\$	5. \$												
													\$	6. \$												
													\$	1. \$												
													Base Rate	2. \$												
													\$	3. \$												
													Cash Fringe	4. \$												
													\$	5. \$												
													\$	6. \$												

12/9/2013 \*IF REQUIRED  
WWS-CPI

\*SEE REVERSE SIDE

PAGE NUMBER \_\_\_\_ OF





**\*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\*\*\***

[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										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109												
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										WEEKLY PAYROLL												
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389				WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09								
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS DOT 105-296, Route 82								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY				
														FEDERAL	STATE	LIST OTHER						
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH	F	S	Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	WITH-HOLDING	WITH-HOLDING	LIST OTHER	RATE JOB	NET PAY				
				DAY AND DATE																		
				HOURS WORKED EACH DAY																		
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		S-TIME 40	\$ 30.75 Base Rate	1. \$ 5.80 2. \$ 3. \$ 2.01	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx		
										O-TIME	\$ 8.82 Cash Fringe	4. \$ 5. \$ 6. \$										
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		S-TIME 40	\$ 19.99 Base Rate	1. \$ 2. \$ 3. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx		
										O-TIME	\$ 16.63 Cash Fringe	4. \$ 5. \$ 6. \$										
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					S-TIME 8	\$ Base Rate	1. \$ 2. \$ 3. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		xxx.xx		
										O-TIME	\$ Cash Fringe	4. \$ 5. \$ 6. \$										

7/13/2009 \*IF REQUIRED  
WWS-CP1

\*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

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 Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (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 employee 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 employee 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 employee of the Employer 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 employee's name first appears.

Robert Craft owner 10/2/09  
 (Signature) (Title) Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09  
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
 \*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***

## **Information Bulletin** ***Occupational Classifications***

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(d).

***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. If unsure, the employer should seek guidelines for CTDOL.***

**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.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **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 or 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 require 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 require equal composite workforce.

- **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.

- **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), decorative security fence (non-metal).

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 hhg 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. (demolition 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, 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. 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. To include testing and air –balancing ancillary to installation and construction.

- **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**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***

***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.*

**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 4<sup>th</sup>, 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.

APPENDIX I

Commission on Human Rights and Opportunities (CHRO)

Bid language Requirement:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

Contract Compliance Regulations – Notification to Bidders (see next page).

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____



1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ No\_\_

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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## APPENDIX J

### Qualification Criteria

1. Proposers should have experience, and have satisfactorily performed within budget and on schedule, on at least two Comparable Projects **within the past twenty-four months**. A “Comparable Project(s)” is a project of a similar in scope to the Project for which the Proposer served as the General Contractor.
2. Proposers should have 5 years of experience on Comparable Projects or, in the alternate, experience on at least five Comparable Projects.
3. Proposers should have experience with, and have satisfactorily performed within budget and on schedule, as General Contractor at least one project (but not necessarily a Comparable Project) during the past thirty-six months that involved public school construction.
4. Proposers should be bondable and financially stable.
5. The team Proposer intends to assign to the Project should be well-qualified and experienced providing satisfactory work and services on similar projects on schedule and within budget. Proposer’s lead representative on the Project should also have experience providing satisfactory work and services on budget and on schedule on at least one Comparable Project over the past five years.
6. Proposer must carry the insurance policies listed in the Contract attached to the Instruction to Proposers as Exhibit E, in the amounts therein listed.
7. Proposers must be properly licensed and registered in the State of Connecticut and not be related to an entity that had its license or registration revoked for cause.

APPENDIX K

CONTRACT



# AIA<sup>®</sup> Document A104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_ in the year \_\_\_\_  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Bolton Board of Education  
72 Brandy Street  
Bolton, CT 06043

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

Bolton Center School  
Vinyl Tile/1<sup>st</sup> Floor Classrooms  
TILE REPLACEMENT PROJECT #1819-01B  
108 Notch Road  
Bolton, CT 06043

The Architect:  
(Name, legal status, address and other information)

ATC Group Services, LLC  
290 Roberts Street  
East Hartford, CT 06108

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in, reasonably inferable from, and as necessary to produce the results intended by, the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

Init.



A date set forth in a notice to proceed issued by the Owner.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: \_\_\_\_\_

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: N/A

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be \_\_\_\_\_ (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Init.

Item	Units and Limitations	Price per Unit (\$0.00)
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The foregoing unit prices (the "Unit Prices") shall be valid for the life of the Project. Unit Prices are inclusive of all costs associated with the complete performance and installation of the portion of the Work subject to a Unit Price including without limitation labor, materials, engineering, transportation, taxes and insurance as well as overhead and profit. Unit Prices shall be applicable for both additions and deductions from the Work.

§ 3.2.3 Allowances, if any, included in the stipulated sum:  
(Identify each allowance.)

Item	Price
------	-------

§ 3.3 Cost of the Work Plus Contractor's Fee  
(Paragraphs deleted)  
Intentionally Omitted.

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price  
Intentionally Omitted.

§ 3.5 Liquidated damages:  
(Insert terms and conditions for liquidated damages, if any.)

(Paragraphs deleted)

TIME IS OF THE ESSENCE in the completion of the Work. It is acknowledged that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety in the event of delayed completion, without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Contractor shall be liable to the Owner for payment of liquidated damages in the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each day that Substantial Completion is delayed beyond the date set forth herein for the achievement of Substantial Completion, as adjusted for time extensions as may have been granted pursuant to the terms and conditions of the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Agreement as provided elsewhere herein.

#### ARTICLE 4 PAYMENT

##### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall, upon Owner's determination that the Work or a portion of the Work, as applicable, has been completed in a manner consistent with the Contract Documents, make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment, along with the information and supporting documentation required by the Contract Documents and such additional information and documentation as may be reasonably requested by the Architect or the Owner (collectively, "Supporting Documentation"), is received by the Architect not later than the fifteenth day of a month for work performed in the previous month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the month following the Architect's receipt of the Application



for Payment. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

Each Application for Payment submitted by the Contractor shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original Contract or Subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this subsection, "pending construction change order" or "other pending change directive", means an authorized directive for extra work that has been issued to the Contractor or a Subcontractor.

The Contractor, within ten (10) days after payment to the Contractor by the Owner shall pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner. The Contractor shall promptly give notice to the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of the Contractor's obligations to such Subcontractor.

The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within ten (10) days after such Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by the sub-subcontractor and a provision requiring each Subcontractor to promptly give notice to the Contractor of any claim or demand by a Sub-subcontractor claiming that any amount is due to such Sub-subcontractor or claiming any default by such Subcontractor in any of its obligations to such Sub-subcontractor which notice the Contractor shall promptly relay to the Owner.

**§ 4.1.4** For each progress payment the Owner may withhold retainage from the payment otherwise due as follows: *(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

Retainage of Five Percent (5%) will be withheld by the Owner from each progress payment made hereunder. The Contractor shall not withhold greater than Five Percent (5%) retainage from payments to Subcontractors. Retainage shall be released along with the final payment hereunder.

**§ 4.1.5** Payments due and unpaid under the Contract shall bear interest only to the extent required by Connecticut law and, if so required, at the minimum rate required.

*(Paragraphs deleted)*

## **§ 4.2 Final Payment**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

**§ 4.2.2** The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after the Architect receives the final Application for Payment, along with such Supporting Documentation as is required herein and such additional information as may be reasonably requested by the Owner.

**§ 4.2.3** At the Owner's request, the Contractor shall also furnish to the Owner and the Architect prior to final payment such information as required by the Architect to produce in a format acceptable to the Owner a complete record set of drawing and specifications depicting the completed Project.

**§ 4.3** Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make payment to the Contractor hereunder to the extent any one or more of the following conditions exist:

- .1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;



- .2 Any part of such payment is attributable to Work which the Owner or Architect determines that, because of the fault or neglect of the Contractor, any Subcontractor or Sub-subcontractor is defective or not performed in accordance with the Contract Documents; provided, however, such payment shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or
- .3 The Contractor has failed to make payments properly to the Contractor's Subcontractors or for material or labor used in the Work for which the Owner has made payment to the Contractor.

§ 4.4 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents.

§ 4.5 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed release and waiver of claims/mechanics liens from the Contractor and each Subcontractor and material or equipment supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor.

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

*(Paragraph deleted)*

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as modified.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract: N/A

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See Exhibit A attached hereto.

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:

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User Notes:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit B attached hereto.

Number	Title	Date
--------	-------	------

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:  
(Check all boxes that apply.)

Exhibit C Scope of Work attached hereto.

(Paragraphs deleted)

Exhibit D Insurance Requirements attached hereto

(Table deleted)

(Paragraphs deleted).2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

Bid Documents as defined in the Request for Proposal issued on October \_\_, 2018 (Bid Proposal #1819-01B) provided however that, to the extent that such documents are inconsistent or in conflict with any other Contract Documents, such other Contract Documents shall govern and control.

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. If the Contractor discovers any inconsistency within, between or among parts of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, the Contractor shall give notice to the Owner and the Architect of such inconsistency and shall, unless otherwise ordered in writing by the Architect or the Owner, provide work or materials of the better quality, greater quantity, or that otherwise comply with applicable standards, codes and ordinances.

### § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### § 7.3 The Work

(Paragraphs deleted)



§ 7.3.1 The term "Work" means the construction and services required by, reasonably inferable from, and as necessary to produce the results intended by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, machinery and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

*(Paragraphs deleted)*

§ 7.3.1.1 Where no explicit quality or standards for materials or workmanship are established for any portion of the Work, the Contractor shall perform such Work in a good and workman like manner and in a manner of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

*(Paragraphs deleted)*

§ 7.3.1.2 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

*(Paragraphs deleted)*

### § 7.3.2 CONTRACTOR'S STANDARD OF CARE

§ 7.3.2.1 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the prevailing applicable professional and industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the Contract Sum as it may be adjusted in accordance with the Contract Documents (the standards of this Section 7.3.2.1 shall be referred to herein as the "Contractor's Standard of Care").

The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

*(Paragraph deleted)*

§ 7.3.2.2 The Contractor shall be responsible for the performance of the Work in accordance with the Contract Documents, the Conditions (as defined hereinafter), and the Contractor's Standard of Care. The Contractor shall obtain and post all necessary permits at the Project site. The term "Conditions" shall mean and include all applicable laws, rules, regulations, ordinances, codes, orders, guidelines, standards and conditions of funding imposed on the Work and/or Project by the Agencies, as defined hereinafter. Any reference in the Contract Documents to "applicable law" or "applicable laws" shall include all of the Conditions.

§ 7.3.2.3 The "Agencies" are the Connecticut Department of Administrative Services ("DAS") and all other governmental authorities having regulatory or administrative jurisdiction over the Work and/or the Project and all representatives or designees of the DAS and such other governmental authorities.

*(Paragraphs deleted)*

§ 7.3.2.4 Notwithstanding anything to the contrary in this Agreement, the Contractor shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with applicable law.

§ 7.3.2.5 Any information obtained by the Contractor from the Owner or Architect may not be used, published, distributed, sold or divulged by the Contractor, Subcontractors or Sub-subcontractors (as defined in Section 11.1 hereafter) for such party's own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior written consent of the Owner. Any information obtained by the Contractor, Subcontractors or Sub-subcontractors that is designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

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§ 7.3.2.6 Pursuant to the requirements of CGS §4a-60:

(a)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) The Contractor shall include the provisions of subsections (a) and (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by

regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

§ 7.3.2.7 Pursuant to the requirements of CGS §4a-60a:

(a)(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising



the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

#### **§ 7.4 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the owner(s) of the Instruments of Services.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and material and equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material and equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

#### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having protocols associated therewith shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### **§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

#### § 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic mail to the email addresses set forth herein for such designated representatives.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### § 7.10 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

### ARTICLE 8 OWNER

*(Paragraphs deleted)*

#### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Intentionally Omitted.

§ 8.1.2 The Owner shall furnish all necessary surveys and information as required by the Contract Documents.

§ 8.1.3 Intentionally Omitted.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

#### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

#### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect and deduct the cost therefore, including, without limitation, the Owner's expenses and compensation for the Architect's additional services made necessary thereby, from payment then or thereafter due the Contractor.

#### § 8.4 ADDITIONAL RIGHTS

§ 8.4.1 The rights stated in this Article 8 shall be in addition to and not in limitation of any other rights of the Owner provided in the Contract Documents, or as may be available to the Owner at law or in equity.

§ 8.4.2 Any data provided by the Owner to the Contractor concerning the physical characteristics or measurements of the components that comprise the Project site; access to the Project site or staging and storing at the Project site; present obstructions and conditions of structures on or near the Project site; locations and depths of sewers, conduits,

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pipes, and gas lines on or near the Project site; positions of sidewalks, curbs and pavements on or near the Project site and other data concerning the conditions of the Project site and its surroundings, have been obtained from sources the Owner believes to be reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of the Contractor.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The provisions of this Section 9.1.1 shall not be construed to limit the investigative and review responsibilities of the Contractor under any other provisions of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.2.1 The execution of the Contract shall constitute a representation that the Contractor has carefully reviewed the Contract Documents, and that the Contract Documents are sufficiently detailed and complete to permit the Contractor, (i) to complete the Project in an amount not in excess of the Contract Sum, except for additional costs incurred due to changes in the Work approved by the Owner; (ii) complete the Work within the Contract Time and in accordance with the Contract Documents and all applicable law which shall be inclusive of, without limitation, all statutes, ordinances, codes, rules and regulations and orders enacted, promulgated, issued or ordered by governmental body or public or quasi-public authority having jurisdiction over the Work, the Contractor, or the site of the Project. The Contractor is not required to ascertain that the Contract Documents are in accordance with all applicable law, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.1.2.2 The execution of the Contract by the Contractor shall also constitute a certification by the Contractor that it has taken all steps necessary to ascertain the nature and location of the Work, and the general and reasonably observable conditions which can or may affect the Work and/or the cost thereof. Failure by the Contractor to fully acquaint itself with conditions which may affect the Work and/or the cost thereof, including, but not limited to, conditions relating to transportation, handling, storage of materials, availability of labor, water, other known projects in the region, applicable provisions of law, and the character and availability of equipment and facilities needed preliminary to and during the prosecution the Work, shall not relieve the Contractor of its responsibilities under the Contract Documents and shall not constitute a basis for extension of time or any increase in the Contract Sum. Owner assumes no responsibility for any representations concerning conditions made by any of its officers, or employees or representatives, prior to the execution of the Contract, unless such representations are expressly stated in the Contract Documents. The Contractor shall not perform any construction activity it knows constitutes a recognized error, inconsistency or omission. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without reporting the error, inconsistency or omission to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs of correction.

§ 9.1.2.3 If the Contractor fails to fulfill its obligations to report to the Architect or Owner under this Article 9, the Contractor shall be precluded from asserting any Claim which arises from, or relates to the circumstances that gave rise to the Contractor's obligation to make such report.

§ 9.1.2.4 The Owner assumes no contractual liability or responsibility for the physical condition or safety of the Project site or of any improvements thereon. Except as may be set forth in Section 16.2, the Contractor shall be solely responsible for providing safe conditions for the performance of the Work.

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§ 9.1.2.5 If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work or any part thereof, the Contractor shall hold such valid licenses or registrations as may be required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required is to be performed by Subcontractors or Sub-subcontractors, the Contractor shall ensure that such Subcontractors or Sub-subcontractors hold such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 9.1.2.6 The Contractor shall send a qualified representative to periodic progress meetings held at such time and at such place as the Owner or Architect shall designate and to such other meetings as are necessary to comply with the Conditions.

## § 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific express instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

## § 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. To the extent applicable, the Contractor shall comply with Connecticut's prevailing wage laws.

§ 9.3.1.1 All labor shall be performed by workmen skilled in their respective trades, and workmanship shall be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents and the Contractor's Standard of Care will be achieved. A list of all supervisory personnel, including the project manager and superintendent that the Contractor intends to use on the Project and an organizational chart reflecting the chain of command among such personnel, shall be submitted to the Owner for approval. The Contractor shall not engage supervisory personnel or utilize an organizational chain of command other than as approved by Owner in writing and shall not change such personnel or form of organization without the prior written approval of the Owner.

§ 9.3.1.2 To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

§ 9.3.1.3 To the extent required pursuant to Connecticut General Statute Section 31-53b, the Contractor shall furnish proof, and shall cause its Subcontractors to 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 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and that any plumber or electrician subject to the continuing education requirements of section 20-334d, who 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 five or more years prior to the date such electrician or plumber begins work on such public works

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project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

§ 9.3.2 To the extent consistent with any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party, in the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date hereof.

§ 9.3.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.4 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.4.1 When two or more products are specified for an item of Work, any one thereof is acceptable and the choice is left to the Contractor, with prior written notice to the Architect and the Owner. When only one product is specified and the term "or equal" is used in connection with the product, the Contractor may, if it so desires, offer a substitute product, and by so doing, Contractor shall be deemed to represent that the substitute product will completely accomplish the purpose of the Contract Documents. Requests for substitutions of products, materials or processes other than those specified shall be accompanied by evidence showing whether or not the proposed substitution:

- .1 is equal in quality and serviceability to the specified item;
- .2 will not entail changes in detail and construction of related Work;
- .3 will be acceptable in consideration of the required design and artistic effect; and
- .4 will not provide a cost disadvantage to the Owner.

The Contractor shall furnish with its request such Drawings, Specifications, samples, performance data and other information as may be required of it to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The burden of proof of the facts above stated shall be upon the Contractor, and no substitution shall be authorized except upon the prior written approval of Owner and the Architect. Nothing in this Section 9.3.4.1 shall limit the provisions of Sections 9.3.4.2 or 9.3.4.3.

§ 9.3.4.2 By making requests for substitutions based on Sections 9.3.4.1, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determines that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to substitution which subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.

§ 9.3.4.3 Approval by the Owner or Architect of any such substitution shall not relieve the Contractor of responsibility for any additional costs incurred by other trades for changes made necessary to accommodate the substitution.

§ 9.3.5 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall nonetheless have the responsibility for determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and for notifying the Architect in advance in writing of any deviation or modification necessary for installation safety or proper operation of the item.



#### **§ 9.4 Warranty**

**§ 9.4.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or on behalf of the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

**§ 9.4.2** The Contractor shall procure and assign to the Owner at the time of Substantial Completion of the Work any and all Subcontractor, Sub-subcontractor, manufacturer and supplier warranties relating to any materials and labor used in, and equipment incorporated in, the Work which warranties shall supplement the warranties provided by the Contractor in Section 9.4.1.

*(Paragraph deleted)*

**§ 9.4.3** Substitutions not properly approved and authorized and work, materials or equipment which fail to perform under the proper use and normal wear for intended purposes shall be considered defective. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 9.4.4** The warranties under this Section 9.4 shall be in addition to, and not a substitute for, any other rights of the Owner under the Contract Documents or existing in law or equity.

*(Paragraph deleted)*

**§ 9.4.5** The warranties set forth in this Section 9.4 shall survive final payment and termination of this Agreement.

*(Paragraph deleted)*

#### **§ 9.5 Taxes**

The Owner is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available upon written request, as applicable.

*(Paragraph deleted)*

#### **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

*(Paragraph deleted)*

**§ 9.6.2** The Contractor shall perform the Work in accordance with, comply with and give notices required by applicable laws inclusive of, without limitation, all statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work and those relating to equal opportunity, labor, wages and employment. If the Contractor performs Work knowing it to be contrary to any applicable laws, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

*(Paragraph deleted)*

#### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents provided that, if the Project is funded by the State of Connecticut, there shall be no allowances included in the Contract Sum. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.



*(Paragraph deleted)*

**§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's approval and the Architect's information a construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project (but shall not exceed the time limits current under the Contract Documents without the prior approval of the Owner and a Change Order to this Contract), shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

*(Paragraph deleted)*

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and the Architect and, as required, approved by the Owner (such schedule, the "Construction Schedule").

**§ 9.8.3** The Construction Schedule shall be in such detail and include such content as required by the Owner and the Architect. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. The Contractor shall provide the Owner and the Architect with weekly progress reports to reflect actual conditions ("Progress Reports") or at such other intervals as requested by the Owner. In the event any Progress Report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any Progress Report constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

*(Paragraph deleted)*

**§ 9.8.4** In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right, but not the obligation, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purposes of ensuring the Contractor's compliance with the Construction Schedule as adjusted for time extensions granted pursuant to Section 14.5. Except as provided herein, the Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner pursuant to this Section 9.8.4. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 9.8.4 as frequently as the Owner deems necessary to ensure that that Contractor's performance of the Work will comply with the Substantial Completion Date, as the same may be extended by Change Order.

**§ 9.9 Submittals**

*(Paragraph deleted)*

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

*(Paragraphs deleted)*

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

*(Paragraphs deleted)*

**§ 9.9.3** Intentionally Omitted.

*(Paragraphs deleted)*

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### § 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws inclusive of, without limitation, all statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents and Contractor shall ensure that the site is maintained in safe condition.

Contractor shall confine the use of the premises, for all purposes, to the areas occupied by the construction and related storage areas as and if shown.

The Contractor shall provide all required temporary access walkways, both interior and exterior, temporary partitioning and the like necessary to complete the operations. The Contractor shall maintain unobstructed entrance to and/or exit from the present building complex. Contractor's work areas shall be kept clean each day of refuse including containers, cups and the like.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTING AND MAINTAINING TEMPORARY FENCING AND OTHER APPROPRIATE BARRIERS AS NECESSARY TO PROTECT THE USERS AND OCCUPIERS OF THE SCHOOL FACILITIES (BUILDINGS, GROUNDS AND ATHLETIC FIELDS) INCLUDING, WITHOUT LIMITATION, ALL STUDENTS AND STAFF.

The Contractor shall provide portable toilet facilities for use by those performing Work on the Project site and under no circumstances shall the Owner's facilities be utilized.

The Contractor shall schedule the Work so as not to interfere with any traffic to and from the required areas of use. Contractor shall be responsible for maintaining all traffic, and shall provide all required barriers and protection as required to safeguard the Work and the public and the occupants of the building during construction.

Contractor, shall, and shall require its Subcontractors to adhere strictly to the requirements hereinbefore stated and shall not occupy or carry on traffic through other parts of the site or interior of present buildings, except by specific permission from the Owner.

The Contractor shall repair or replace any existing trees, shrubbery or other planting damaged by operations and/or workmen employed in performance of the Work.

During the whole course of the Work, the Contractor shall conduct the Work so as to interfere with traffic near the site of the Work as little as possible and effect by every reasonable means the safety and comfort of pedestrians, vehicles and vehicle passengers near the site of the Work.

Employees, vehicles, equipment and material of the Contractor and its Subcontractors utilized in the performance of the Work shall enter onto the construction site only at those locations designated or approved by the Owner.

The Contractor shall properly maintain all access to Work and storage areas so that there will be continuous unimpeded access to the Work site in all seasons of the year, on all regular working days and during all regular working hours.

Only such vehicles, trucks and equipment shall be parked or stored within the Work area as are absolutely necessary for performing the Work, for the length of time that a particular phase of work is performed.

ALL OTHER CONTRACTOR OR SUBCONTRACTOR VEHICLES AND/OR EMPLOYEES' AND/OR WORKMEN'S VEHICLES, INCLUDING PASSENGER CARS, SHALL BE PARKED OFF THE SITE.

Security will be the responsibility of the Contractor and Contractor shall provide necessary and required security measures to adequately safeguard the construction site from vandalism and intrusion of unauthorized persons. The Contractor shall submit means and methods of security to the Owner, thru the Architect, for approval. The Project site must be secured 24 hours a day, seven (7) days a week, including all holidays.



All work persons and employees of Contractor and its Subcontractors are prohibited (i) from trespassing or leaving any vehicle on any property not assigned by the Owner as set aside for the use of the Contractor; and (ii) leaving any vehicle on the grounds unless it is locked and the ignition keys are removed.

All employees or persons entering upon the property surrounding the Work site are restricted to the immediate area of Work. Only persons having official business will be admitted to the construction site. The school buildings will only be accessed as necessary to perform the Work and the Contractor shall be responsible for monitoring that access.

*(Paragraphs deleted)*

#### **§ 9.10.1 BACKGROUND CHECK**

*(Paragraphs deleted)*

**§ 9.10.1.1** Contractor shall comply with all applicable laws including, without limitation, Connecticut General Statutes Section 10-222c, as applicable.

*(Paragraphs deleted)*

**§ 9.10.1.2** The scope of the Work does not, and will not under any circumstances, require any contact with students. The Contractor, Subcontractors, Sub-subcontractors and their respective employees, agents and representatives are all hereby prohibited from making any verbal, physical, telephonic or electronic contract of any kind with any student or any other minor person on school property including, without limitation, the Project site, whether inside or outside of any school facility. The Contractor shall immediately remove any individual performing Work on the Project from school property and from the Project if it becomes known to the Contractor that such person may be a danger to the health or safety of the school community or its students, or at the request of the Owner, in its sole discretion. The Contractor shall include, and shall require Subcontractors to include, this section in all subcontracts for the Project.

*(Paragraphs deleted)*

#### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

*(Paragraphs deleted)*

#### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. If Work is performed in an area of the Project site that is occupied or in use by or with the consent of the Owner, at the end of each day that Work is performed in such area, the Contractor shall leave such area in broom clean condition, remove waste materials, rubbish and the Contractor's tools, equipment, machinery and surplus materials.

#### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

#### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and officials, officers, agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees (including attorneys' fees incurred in enforcing this section 9.15.1), arising out of or resulting from performance of the Work, provided that such claim,



damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and only to the extent caused by the acts or omissions, breaches, errors, or other improper unauthorized and/or unlawful acts of the Contractor, a Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable; defects or breaches of warranty in, caused by, or related to the Work; or the Contractor's failure to comply with the provisions of the Contract Documents. The foregoing indemnity obligations shall not include liability for damage arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the indemnitee, such indemnitee's agents or employees. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

*(Paragraphs deleted)*

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

*(Paragraph deleted)*

#### **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, and (i) until the final payment is due, (ii) from time to time during the one year period described in Section 18.2, (iii) while review or certification of the Project from any of the Agencies is pending, and (iv) while any audit by DAS is ongoing. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

#### **§ 10.2**

Intentionally Omitted.

**§ 10.3** The Architect will visit the site at intervals appropriate to the stage of the construction, including regularly scheduled site meetings and visits, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies in the Work, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 10.4** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly inform the Owner in writing of (1) known deviations from the Contract Documents; (2) known deviations from the Construction Schedule; and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect 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 any other persons or entities performing portions of the Work.

**§ 10.5** Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 10.6** The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

**§ 10.7** The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.



§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

#### ARTICLE 11 SUBCONTRACTORS

*(Paragraphs deleted)*

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site and, unless otherwise expressly indicated, refers to subcontractors of all tiers performing any part of the Work (other than Subcontractors).

§ 11.2 Unless otherwise stated in the Contract Documents or the bid documents for the Project, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor or supplier was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's or supplier's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

*(Paragraphs deleted)*

§ 12.1 The term "Separate Contractor(s)" shall mean any other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. If the Contractor claims that delay or additional cost is involved because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor, the Contractor shall make such claim as provided in Article 21.

#### ARTICLE 13 CHANGES IN THE WORK

*(Paragraphs deleted)*

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Any adjustments in

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the Contract Sum for such changes in the Work shall not include an amount of overhead and profit which exceeds the limitations set forth in §13.1.1 below.

§ 13.1.1 In the case of a change in the Work for which the Contractor is entitled to an adjustment in the Contract Sum under the terms and conditions of the Contract Documents, such adjustment shall be limited as follows:

(i) Change Orders, in aggregate, shall not increase the Contract Sum by more than ten percent (10%);  
(ii) For that portion of the change in the Work that is self-performed by the Contractor, the Contractor's overhead and profit on such Work shall not exceed ten percent (10%) of the Contractor's direct costs incurred in the performance of such Work; and

(iii) For that portion of the change in the Work that is performed by Subcontractors, the Contractor's markup on such subcontracted Work shall not exceed five percent (5%) of the amount invoiced to the Contractor by the Subcontractors for that Work and a Subcontractor's overhead and profit on its portion of the change in the Work shall exceed ten percent (10%) of the Subcontractor's direct costs incurred in the performance of such Work.

These limitations shall apply to both adds to and deductions from the Contract Sum.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit not to exceed the limitations set forth in §13.1.1 above, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall, prior to proceeding to implement such change in the Work, notify the Architect and, unless otherwise instructed by the Architect, shall proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

*(Paragraphs deleted)*

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date Substantial Completion of the Work is achieved as provided in Section 15.6.1.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes which the Architect determines, justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.



## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy as may be required by the Architect. This schedule of values, upon the approval thereof by the Owner and the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 15.1.2

Intentionally Omitted.

### § 15.2 Control Estimate

Intentionally Omitted.

### § 15.3 Applications for Payment

§ 15.3.1 The Contractor shall, on a monthly basis, submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values and the Contract Documents. The application shall be notarized, if required; be supported by all Supporting Documentation; and shall reflect retainage as provided for in the Contract Documents. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

### § 15.3.2

Intentionally Omitted.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed form of release and waiver of claims/mechanics liens in a form acceptable to the Owner from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor.

§ 15.3.5 Applications for Payment, and invoices in support of the same, shall clearly distinguish between amounts charged for labor and amounts charged for materials.

§ 15.3.7 Unless otherwise required by the Owner, Applications for Payment shall be on AIA documents G702 and G703.

*(Paragraph deleted)*

§ 15.3.8 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. The Contractor further expressly undertakes to defend the Owner, at the Contractor's sole cost and expense, against any actions, lawsuits, or proceedings brought against Owner as a result of claims made or liens filed against the Work, the Project site and any improvements thereon (referred to collectively as "Liens" in this Section 15.3.8), by the Contractor, any Subcontractor, Sub-subcontractor or anyone claiming by, through or under them. The Contractor shall indemnify, defend and hold Owner harmless against any such claims, Liens and claims of Liens and agrees to pay any judgment or Lien resulting from any such actions, lawsuits or proceedings. The Contractor's obligations under this Section 15.3.8 are conditioned upon Owner having fulfilled its payment obligations to the Contractor with respect to the Work that is the subject of the claim, Lien or claim of Lien and for which indemnification is sought.



**§ 15.4 Certificates for Payment**

*(Paragraph deleted)*

**§ 15.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

**§ 15.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

*(Paragraph deleted)*

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** The Owner shall not be deemed to be in default by reason of withholding payment while any of the grounds described in Section 15.4.3 remain uncured nor shall any interest accrue or be payable with respect to any payments so withheld.

*(Paragraph deleted)*

**§ 15.4.5** Unless otherwise required by the Owner, Certificates for Payment shall be on AIA documents G702 and G703.

*(Paragraph deleted)*

**§ 15.5 Progress Payments**

*(Paragraphs deleted)*

**§ 15.5.1** The Contractor shall pay each Subcontractor as required under Section 4.1.3.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

*(Paragraph deleted)*



§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

*(Paragraph deleted)*

§ 15.5.4

Intentionally Omitted.

*(Paragraph deleted)*

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion shall not be deemed achieved until: (i) the Owner's receipt of certification by the Architect that the Work is Substantially Complete in the form of a Certificate of Substantial Completion; and (ii) the Owner's receipt of a final and unconditional Certificate of Occupancy from the Governmental Authorities that the Work has been completed in accordance with applicable law.

*(Paragraph deleted)*

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

*(Paragraphs deleted)*

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

*(Paragraphs deleted)*

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

*(Paragraphs deleted)*

§ 15.7 Final Completion and Final Payment

*(Paragraph deleted)*

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed including, without limitation, the completion of the all punch list items to the satisfaction of the Architect and Owner, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents that have not been previously delivered to the Owner shall be assembled and delivered by the Contractor to the Owner and Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees and all other close-out deliverables (including those set forth in Section 15.7.2 below) have been received and accepted by the Owner.



*(Paragraphs deleted)*

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete set of releases and waivers of claims/mechanics liens arising out of this Contract subject only to receipt of final payment which reflect that the Contractor has met all of its obligations to make payments to others hereunder. If any such claims/liens remain unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claims/liens, including costs and reasonable attorneys' fees.

*(Paragraphs deleted)*

§ 15.7.3

Intentionally Omitted.

*(Paragraphs deleted)*

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

*(Paragraph deleted)*

#### § 15.7.5 ACCESS TO BOOKS AND RECORDS AND AUDITS

Upon forty-eight (48) hours prior notice to the Contractor, the Owner shall have the right to inspect and copy the books and records of the Contractor to verify work performed, payments made or unmade, amounts claimed, obligations owed and any other documentation related to the Project or this Contract. The Contractor shall comply, and shall cause Subcontractors and Sub-subcontractors to comply, with all accounting procedures and record retention policies reasonably requested by the Owner. The Contractor shall retain its records for six (6) years after Final Completion of the Work is achieved unless otherwise agreed by the Owner. Upon request of the Owner, the Contractor will cooperate, and secure the cooperation of all Subcontractors and Sub-subcontractors, and assist the Owner during any audit of the Project conducted by the Owner at any time after Substantial Completion. Such cooperation shall include providing the Owner with access to all records related to the Project.

§ 15.7.6 Submission by the Owner of a final grant application to DAS shall not constitute a waiver of any Claims by the Owner.

*(Paragraphs deleted)*

### ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

*(Paragraphs deleted)*

#### § 16.1 Safety Precautions and Programs

*(Paragraph deleted)*

§ 16.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws inclusive of, without limitation, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall, at the Contractor's sole cost and expense, promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3 except to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are separate from, in addition to, and are not to be considered a part of the Contractor's obligations under Section 9.15.

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§ 16.1.2 In the event the Contractor identifies activities or conditions during performance of the Work or at the Project, which, in the Contractor's good faith opinion, pose an unreasonable risk of bodily injury or property damage, whether immediate or in the future, the Contractor shall have the right to immediately take steps to protect its personnel and Subcontractors and stop Work and remove its personnel from the affected area.

§ 16.1.3 The Contractor shall at all times provide protection against weather (rain, wind, storms or heat) so as to maintain all Work, materials, apparatus and fixtures free from damage. At the end of the day's work, all new Work likely to be damaged shall be reasonably protected against such weather.

§ 16.1.4 The Contractor shall provide adequate fire protection for all operations associated with the Work, and such protection must meet all applicable federal (including OSHA), State and municipal regulations.

§ 16.1.5 The Contractor shall remove and replace with new work, at the Contractor's own expense, any Work damaged by failure to provide protection pursuant to Sections 16.1.3 and 16.1.4.

§ 16.1.6 The Contractor shall be responsible, to the extent not covered by insurance, for damage, loss or liability due to theft or vandalism to the Work and stored materials when work is not in progress, at night, on weekends or holidays.

§ 16.1.7 The Contractor shall protect and prevent damage to all unfinished phases of the Work.

#### § 16.1.8 SECURING THE SITE

The Contractor is responsible for securing, and preventing access by unauthorized individuals to, the Project site from such date as the Contractor, Subcontractors, consultants, or agents commence the Work until the date of Final Completion, unless the Owner and Contractor agree in writing to an earlier date.

#### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, whether naturally occurring or manmade, that is hazardous, toxic, or words of similar import or regulatory effect, and any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls (collectively, "Hazardous Materials"). If the Contractor believes its Work will disturb or otherwise implicate any actual or suspected Hazardous Material or encounters a Hazardous Material not addressed in the Contract Documents, the Contractor shall not disturb any such Hazardous Material, immediately report the condition to the Owner and the Architect in writing and take all necessary precautions to prevent release of and exposure to the Hazardous Materials and foreseeable bodily injury or death to persons resulting from such Hazardous Material. If such reasonable precautions will be inadequate to prevent release of and exposure to Hazardous Materials, or foreseeable bodily injury and death, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area. When the Hazardous Material has been rendered harmless and/or otherwise abated in accordance with all applicable law, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up except to the extent that the Hazardous Material was first encountered due to the negligence, willful or intentional misconduct, or breach of contract by the Contractor, Subcontractor, Sub-subcontractor or any person or entity for whom or which any of them is responsible.

§ 16.2.2 In no event shall the Owner have any responsibility for any substance or material (including, but not limited to, any Hazardous Material) that is brought to the Project site by the Contractor, any Subcontractor or any materialman or supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are Hazardous Materials or comprised of any items that are Hazardous Materials.

#### § 16.2.2

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§ 16.2.3 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its agents and employees against claims, damages, losses and expenses, including but not limited to attorney's fees, resulting from any Hazardous Materials or substance which the Contractor brings to the site and improperly handles or

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from the Contractor's failure to perform its obligations under Section 16.2.1, provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property or violation of a applicable law and except to the extent that such damage, loss or expense was caused by or results from the negligence of the indemnitee.

§ 16.2.4 The Contractor shall perform all required procedures necessary to insure that there will be no actual or threatened release, discharge, spillage, uncontrolled loss, seepage or filtration (each a "Release") of any Hazardous Materials on the site caused by its operations. The Contractor is responsible for any and all costs and liabilities associated with the investigation and remediation of any such Release, or as required by regulating authorities having jurisdiction under applicable law, and holds the Owner, its employees and agents, and the fee owner of the Project site (if other than the Owner), harmless against any current or future liabilities resulting from such incidents.

§ 16.2.5 All material and equipment furnished under the Contract Documents shall be free of asbestos, lead based paint, and PCBs. Unless otherwise specified in the Contract Documents, any material or equipment containing these, and any other Hazardous Materials shall be considered defective and shall be removed by the Contractor at the Contractor's sole expense.

#### ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision, or be endorsed to provide, that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Section 17.1 within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. A detailed description of the Contractor's obligations regarding insurance coverage is set forth on **Exhibit D** hereto.

#### § 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### § 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. **This insurance shall include interests of the Owner, the Town of Bolton, the Contractor, Subcontractors, Sub-subcontractors in the Project and others as identified by the Owner and all such parties shall be named as additional insureds under the builders risk coverage.** If the Contract Documents require that the Contractor purchase and maintain the builder's risk insurance, the Contractor shall purchase and maintain builder's risk coverage in an amount equal to the greater of the amount of the initial Contract Sum or the full cost of replacement including subsequent Modifications; professional fees; costs related to delay or interruption due to a covered cause of loss to the Work, cost of materials supplied or installed by others; the contents of the Project during construction and when completed and occupied; and existing buildings, facilities and contents, comprising total value for the entire Project at the site without optional deductibles.



§ 17.3.2 The party holding the builder's risk coverage as required under Section 17.3.1, shall file a copy of such policy with the other party to this Contract before an exposure to loss may occur. The party holder of the builder's risk coverage under Section 17.3.1 shall provide written notification to the other party of the cancellation or expiration of any insurance required by Section 17.3.1. The party holding the builder's risk coverage shall provide such written notice within five (5) business days of the date such party is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, Separate Contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner (or the Contractor, as applicable) and made payable to the Owner (or Contractor, as applicable) for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 17.3.5 The Contractor shall require Subcontractors and Sub-subcontractors to maintain the same types of insurance the Contractor is required to maintain under the Contract Documents in same amounts unless otherwise approved by the Owner.

§ 17.3.6 If the Contractor fails to purchase or maintain or to require its Subcontractors to purchase and maintain the liability insurance specified in the Contract Documents, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's or Subcontractor's behalf and shall be entitled to deduct the amount paid from the Contract Sum. If the balance of the Contract Sum is insufficient to cover such amount paid, the Contractor shall promptly pay to the Owner any amount not so covered.

*(Paragraphs deleted)*

#### § 17.3 Performance Bond and Payment Bond

§ 17.3.1 If the Contract Sum exceeds **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, the Contractor shall furnish to the Owner (i) a labor and material payment bond equal to one hundred percent (100%) of the Contract Sum and otherwise in accordance with the requirements of Connecticut law; and (ii) a bond covering the Contractor's faithful performance of all of its obligations under the Contract Documents, in each case such bonds will be issued by a surety satisfactory to the Owner and shall reflect the Owner as the obligee. The Contractor shall deliver the executed, approved bonds to the Owner within three (3) business days after execution of this Contract unless otherwise required by the Owner.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

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## ARTICLE 18 CORRECTION OF WORK

*(Paragraphs deleted)*

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

*(Paragraphs deleted)*

### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws inclusive of, without limitation, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor. If the inspections and tests conducted under this Section 19.3 reveal failure in a portion of the Work, the Owner may order the inspection and testing, at the Contractor's expense, of any and all portions of the Work that are identical or similar to the failing portion.

### § 19.4 The Owner's representative:

*(Name, address, email address and other information)*



§ 19.5 The Contractor's representative:  
(Name, address, email address and other information)

§ 19.6 The Contractor's representative shall not be changed without ten days' prior notice to the Owner.

§ 19.7 The Contractor hereby represents and warrants (in addition to other representations and warranties contained in the Contract Documents), as an inducement to the Owner to enter into the Contract, which representations and warranties shall survive the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;
- .3 the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project; and
- .4 the Contractor has visited the site of the Project and become familiar with the condition of the site and the Contract Documents, and knows of no reason why the Work cannot be performed as set forth in, and in the timeframe required by, the Contract Documents.

§ 19.8 **Execution in Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect repeatedly fails to certify payment as provided in Section 15.4 for a period of 30 days through no fault of the Contractor, or if the Owner repeatedly fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon ten additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment in accordance with the Contract Documents for Work executed in accordance with the Contract Documents and direct costs incurred by reason of such termination. The notice of termination must state with specificity the means by which the Owner may cure its nonperformance, and the Contractor shall not terminate this Agreement if, within the applicable ten (10) day period, the Owner substantially takes such curative measures.

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws inclusive of, without limitation, all statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 institutes proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or similar or applicable federal or state law, or a petition under any federal or state

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bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or the Contractor admits in writing its inability to pay its debts as they become due, or it makes a general assignment for the benefit of its creditors, or a receiver, liquidator, trustee, or assignee is appointed, or a receiver of all or any substantial portion of the Contractor's properties is appointed;

- .6 abandons the Work;
- .7 submits an Application for Payment, sworn statement, release and waiver of liens/claims, affidavit or document of any nature whatsoever which is intentionally falsified; or
- .8 fails to make prompt payment to Subcontractors or for materials or labor in accordance with the respective subcontracts and the Contract Documents or otherwise breaches its obligations under any subcontract with a Subcontractor.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, without prejudice and without waiving any other right or remedy the Owner may have, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment in accordance with the Contract Documents for Work executed in accordance with the Contract Documents and direct costs incurred by reason of such termination.

#### § 20.4 PAYMENT UPON TERMINATION

§ 20.4.1 Except for claims for such payments as the Owner is explicitly required to make upon termination pursuant to this Article 20, the Contractor hereby waives and forfeits all claims for payment and damages, including without limitation, anticipated profits.

§ 20.4.2 When making any payment upon termination required under this Article 20, the Owner shall be credited for (1) payment previously made to the Contractor for the terminated portion of the Work; (2) valid claims which the Owner has against the Contractor under the Contract Documents; and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that were included in the Contract Sum.

#### ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 20.1, the Contractor shall proceed diligently with the performance of its obligations under the Contract Documents and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment. Notwithstanding anything to the contrary in the Contract Documents, neither the Contract Sum nor the Contract Time shall be adjusted if the increased costs or delay underlying the Contractor's claim for adjustment stems from the negligent act or omission of the Contractor, Subcontractors, Sub-subcontractors, or of



anyone for whose performance the Contractor is responsible to the Owner, or as a result of the error of any of the same or of the failure of any of the same to comply with, and fulfill their responsibilities under, the Contract Documents.

#### § 21.2 Notice of Claims

§ 21.2.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner.

#### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law.

#### § 21.4

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§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.



§ 21.11 Waiver of Claims for Consequential Damages  
Intentionally Omitted.

This Agreement entered into as of the day and year first written above.

BOLTON BOARD OF EDUCATION

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

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