



**TOWN OF NEW FAIRFIELD
FINANCE DEPARTMENT
3 Brush Hill Road
New Fairfield, CT 06812-2665
(203) 312-5653 FAX (203) 312-5659**

REQUEST FOR BID

The Town of New Fairfield/Volunteer Fire Department of New Fairfield is accepting bid for Cleaning, Priming and Painting of walls located at the Company A at 302 Ball Pond Road, New Fairfield, Connecticut.

Bids must be submitted no later than 3:00 p.m. on Tuesday, February 26, 2019. Reference Bid Number 2018-19FD3, on envelopes while submitting your bid. Bids must be received by Purchasing Agent, Patty Mota, 3 Brush Hill Rd., New Fairfield, CT 06812.

PLEASE NOTE: ONE (1) ORIGINAL AND ONE (1) COPY OF SEALED BID MUST BE SUBMITTED.

Pursuant to and in accordance with the Invitation to Bid, General Information for Bidders, and specifications relating thereto, the undersigned offers to furnish all materials, labor, equipment, tools, supplies and other facilities and means necessary to complete the project that shall include cleaning, priming, and painting of the interior walls excluding doors and stairs, move all movable items, any item that cannot be moved must be covered with new plastic sheeting as needed. The Contractor must protect floors, cabinets, countertops and railings with canvas tarps or new plastic sheeting. Scrap all peeling walls as needed. Caulk any cracks or moldings as needed. Apply one coat of latex bonding primer to all walls tinted color. Apply one to two coats of a latex paint for masonry where needed. Apply one to two coats of a semi-gloss paint as needed to trim and also any caulking or sheetrock patching needed to make the project paint ready as described in the specifications and as ordered by the Program Administrator of the Volunteer Fire Department of New Fairfield or his designee.

All Bidders are required to submit a qualifying statement of financial resources, their experience, and their organization structure.

If it becomes necessary to revise any part of the Bid or these Specifications or otherwise provide additional information, an addendum will be issued by the Owner and published on the Town of New Fairfield website www.newfairfield.org **It is the sole responsibility of the Vendor to consult the Purchasing Department or Town website (Invitation to Bid section) prior to submittal of their final qualifications for any addendums to this request.** Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the qualifications not being considered.

- A. **General Information** The Town of New Fairfield/ CO A Volunteer Fire Department of New Fairfield is seeking a contractor that shall include cleaning, priming and painting of the interior walls excluding doors and stairs, move all movable items, any item that cannot be moved must be covered with new plastic sheeting as needed. The Contractor shall protect floors, cabinets, countertops and railings with canvas tarps or new plastic sheeting. Scrap all peeling walls as needed. Caulk any cracks or moldings as needed. Apply one coat of latex bonding primer to all walls tinted color. Apply one to two coats of a latex paint for masonry where needed. Apply one to two coats of a semi-gloss paint as needed to trim and also any caulking or sheetrock patching needed to make the project paint ready. Materials to be used shall be Benjamin Moore or equal or better quantity.
- B. **General Specification** The cleaning of the walls and all other paintable items, which are to be painted, shall be accomplished, using an agent that would cut through a residue of accumulated diesel soot.

One (1) to Two (2) coat(s) of Benjamin Moore primer, tinted to top coat in that area, shall be applied to all surfaces to be painted, where needed.

Unless curtailed by extreme weather related issues, agreed to by both parties, this project is expected to take no longer than Twenty (20) working days from date work begins on. Penalties for non-completion of project within the expected time frame will trigger payment deductions from contract at \$50.00 per day.

C. Completion Date All work shall be completed no later than **April 22, 2019**.

D. Site Visit Bidders shall take all measurements, note all conditions, and all other factors, which may affect the work as no exceptions will be considered after the award of the project; even though it may be a hardship on the Contractor. Questions should be directed to Kristian Ebbesen @ (203) 482-0107 or Email nfvfd21@gmail.com or Patty Mota at pmota@newfairfield.org.

All qualified bids will be evaluated. The award will be made to the Bidder whose overall arrangements are deemed the best interest for the Town and Volunteer Fire Department of New Fairfield including the lowest bid, the qualifying experience and their financial standing. The Town and Volunteer Fire Department of New Fairfield reserves the right to reject any bids. Bidders should be advised that should budgetary constraints dictate part and/or all of the items listed in this bid might be rejected. The decision shall be final and not subject to recourse by the Bidder.

All costs incurred by Bidders in preparing or submitting bids are the Bidders sole responsibility. The Town/ Volunteer Fire Department of New Fairfield will not reimburse any Bidder for costs incurred prior to the award of bid.

The Town of New Fairfield is exempt from the payment of taxes imposed by Federal Government and the State of Connecticut. Such taxes should Not Be included in the bid price.

The person signing on submitting the bid must be a legal representative of the firm authorized to bind the firm to the contract in the event of a successful bidder.

The bidder agrees to be bound by their bids for a period of 60 days from the date of submission.

A qualifying statement may be requested of the Bidder's financial resources, his experience and his organization and equipment available to complete the work. The Town of New Fairfield shall have the right to take such steps as deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as requested. The right is reserves to reject any bid where an investigation of the available information does not satisfy the Town of New Fairfield/ Volunteer Fire Department of New Fairfield that the Bidder is qualified to carry out properly the terms of the specifications.

The contractor shall take out and maintain during the life of the project adequate Workmen's Compensation Insurance, for all his employees employed. In case of employees are engaged in hazardous work under the contract at the site of the work, is not protected under the Workmen's Compensation statute, the contractor shall provide Workmen's Compensation Insurance for the protection of his employees not protected otherwise.

The Contractor agrees to furnish insurance coverage for liability, property damage and medical coverage in the following minimum amounts:

- Commercial General Liability \$1,000,000 per occurrence
- Auto- Mobile Liability \$1,000,000
- Error and Omissions Liability \$1,000,000
- Excess/Umbrella Liability \$2,000,000

Policies under this section shall be issued by companies accredited by the Insurance Commission of the State of Connecticut and shall save the Town of New Fairfield/ Volunteer Fire Department of New Fairfield and its employees, both collectively and individually, harmless from any claim resulting from personal injuries or property damage caused by Contractor, his agents, servants or employees. Contractor may not operate equipment on this job site without at all times having such insurance in effect. The Contractor must submit to the office of the Purchasing Agent evidence of such insurance coverage in advance of the beginning of start date of this project; said insurance shall name the Town of New Fairfield and Volunteer Fire Department of New Fairfield and its agents, servants, and employees as the party insured. The Contractor must have valid State of Connecticut license, and be register with

the State of Connecticut. The contractor shall supply a copy of the current trade license to the Town of New Fairfield prior to start of project.

The Contractor shall pay all licenses and permit fees now in existence or which may be incurred due to this agreement or for the services provided. The Town of New Fairfield will waive local permit fees except the State portion of the permit fees. The Contractor shall be responsible for complying with any applicable federal, state and local laws, codes and regulations concerning any or all services covered by this agreement.

The Contractor shall comply with all Town polices and federal and state laws, rules and regulations concerning non-discrimination in employment. The successful Bidder shall not employ any subcontractor to fulfill any of the duties specified without prior written approval of the Town of Fairfield or Purchasing Agent.

Each bidder must submit in writing (5) Five professional work references, provide a brief scope of work for each project completed.

All interested bidders may contact the Purchasing Agent at (203)312-5653 between the hours of 8:30 A.M. to 3:00 p.m., for any questions and/or appointments.

BID SHEETS: TOWN OF NEW FAIRFIELD/COMPANY A PAINTING PROJECT
BID # 2018-19FD3

Company Name: _____

Company Address: _____

Company Telephone Number: _____

Company Fax Number: _____

E-Mail Address of Company Representative : _____

Bidder's Name (please print): _____

Title: _____

Signature: _____

Is your Company a MBE/WBE business: YES NO

BASE BID:

1. Cleaning, Priming and Painting of Walls : \$ _____

Written amount _____

EXCEPTIONS

Page # **Paragraph #** **Item Description & Alternate Proposal**

Page #	Paragraph #	Item Description & Alternate Proposal

REFERENCES

List below at least five (5) references for similar projects, including all information requested. ***THIS PAGE MUST BE COMPLETED.*** If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked. ***"REFERENCES - CONFIDENTIAL"***. The Town of New Fairfield is not responsible for maintaining the confidentiality of the references unless this procedure is followed. The design firm and contractor must submit references separately if not the same corporation.

1) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

2) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

3) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

4) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

5) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

Company _____ Bid Title _____

Street _____ Bid # _____

City, State, Zip _____ Telephone _____

HOLD HARMLESS AGREEMENT

_____ herein

"**THE CONTRACTOR**" assumes responsibility and liability for any and all injury to or death of any and all persons, including **THE CONTRACTOR'S** agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by **THE CONTRACTOR** or **THE CONTRACTOR'S** agents, servants or employees, or **THE CONTRACTOR'S** subcontractors or suppliers, and **THE CONTRACTOR** shall indemnify and hold harmless the owner, the Town of New Fairfield, and the (engineer/architect),

_____ from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, deaths and/or damage. **THE CONTRACTOR** if requested, shall assume and defend at **THE CONTRACTOR'S** own expense, any suit, action or other legal proceedings arising therefrom, and **THE CONTRACTOR** hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the owner or architect arising therefrom.

Dated at New Fairfield, Connecticut this day of 2019.

Signed, Sealed and Delivered
in the presence of:

CONTRACTOR:_____

By:_____

Title

GENERAL INFORMATION FOR BIDDERS

Sealed bids will be received at the Office of the Purchasing Agent, 3 Brush Hill Road, New Fairfield, CT 06812 until the time and date specified on the cover sheet. Bids received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the internet at the Town's website: www.newfairfield.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download at no cost from Adobe at <http://www.adobe.com>. Businesses without internet access may obtain a copy of the bid by contacting the Purchasing Agent's Office, Town Hall Annex, 3 Brush Hill Road, New Fairfield, CT 06812, (203) 312-5653.

BID BONDS: NO APPLICABLE AT THIS TIME. Shall be in the amount of 5% of the total base bid not including the add alternate made out in favor of the Town of New Fairfield and issued by a Surety company acceptable to the Town of New Fairfield and/or New Fairfield BOE, and must accompany each bid. A certified check in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The Town of New Fairfield and/or New Fairfield BOE will not be held liable for the accrual of interest on any check held by the Town and/or BOE in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the Town determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded, to execute the same; an amount representing a loss to the Town and/or BOE by reason of such failure shall be retained and paid into the Town treasury.

REPLIES: Whether bid or no bid, Bidder, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the Town of New Fairfield or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened, such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the Town of New Fairfield will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. New Fairfield, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual location(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided for this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at 203-312-5653. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder in the form of an addendum. Bidders should check the Town's website for addendums/updates 48 hours prior to the bid opening.

IDENTICAL BIDS: In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution of proposal forms, may be declared “non-responsive” and recommended for rejection. The Town of New Fairfield shall not be responsible for any errors or omissions by the Offeror.

CONTRACT: A response to an Invitation to Bid (ITB) is an offer to contract with the Town of New Fairfield and/or BOE based upon the terms, conditions and specifications contained in the Town’s or BOE’s ITB. Bids do not become contract unless and until executed by the Town and/or BOE.

CONFORMITY WITH CONTRACT: In the event the Town and/or BOE determine that the service performed or materials furnished by the Contractor are defective, not in conformity with the contract requirements, or has resulted in an inferior or unsatisfactory level of service, the Town and/or BOE shall order the Contractor, in writing, to correct the nonconforming condition with seven (7) days of receipt of letter. Upon failure of the contractor to comply, the Town and/or BOE shall have the authority to correct the condition by other means, including the use of Town and/or BOE employees or by separate contract. The costs of the action taken by the Town and/or BOE shall be deducted from any Monies due or to become due to the contractor under this contract. Notwithstanding the above notice provisions, if the Town and/or BOE determines that a condition exists which may adversely affect the health or safety of a person or property, the Town and/or BOE shall order the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the Town and/or BOE that the Contractor is unable to correct the condition, the Town and/or BOE shall have the authority to correct the condition by other means without further notice. Should the Contractor fail to adhere to the specifications and requirements, the Town and/or BOE may, at its option, withhold any payments due until such time as the nonconforming items are corrected. The Town and/or BOE may also assess financial penalties as described in these specifications. If the Town has cause to correct a condition that, in the Town and/or BOE’s opinion, should have been done by the Contractor, the Town and/or BOE may elect to assess financial penalties and/or the additional cost to the Town and/or BOE to obtain other means to correct the nonconforming item. Continual or intentional breaches of contract will be causes for termination.

CANCELLATION:

The Town and/or BOE reserves the right to cancel any unfulfilled portion of the contract (30 day written notice) providing, in the opinion of the Department of Finance, services and/or materials supplied by the Contractor is not satisfactory or consistent with the terms of the contract. Upon cancellation, the maintenance charges will be prorated over the period the contract has been in force, however, the Contractor shall not be entitled to any profit on unfinished or unearned work.

SUBCONTRACTING:

The Contractor may utilize the services of Subcontractors subject to the approval of the Town of New Fairfield and/or BOE. The Contractor shall list all Subcontractors they intend to subcontract to, with a specific description of the services each Subcontractor is to perform. The Contractor shall not award work to any Subcontractor other than those submitted with their qualifications proposal without the prior written approval of the Purchasing Agent.

All Subcontractors shall be required to carry the same insurance, and under the same conditions, as specified for the Contractor. Nothing contained in the Contract established between the Contractor and the Town of New Fairfield and/or BOE shall create any contractual relationship between the Town of New Fairfield and/or BOE and any Subcontractor.

TAXES: Omit all State and Federal taxes from the bid. The Town of New Fairfield is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a the design team (bidder) pursuant to any agreement arising from this bid shall become the property of the Town of New Fairfield and/or BOE upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the Town Purchasing Agent in a manner that is in the best interest of, and best advantage to, the Town of New Fairfield and/or BOE, provided any such interpretation shall be reasonable.

RESPONSIBILITY: The Design Team shall save the Town of New Fairfield and/or BOE, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the Town of New Fairfield and/or BOE, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the Town of New Fairfield and/or BOE (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction

will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the Town of New Fairfield and/or BOE of any discrepancy that is found (i.e. number listed does not fit item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his/her bid exactly what he/she intends to furnish and to furnish with his/her bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the Town and/or BOE's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the Town of New Fairfield and/or BOE or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The Town of New Fairfield and/or BOE reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

GUARANTEE: Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) years against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

SAMPLES: Forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the Town of New Fairfield and/or BOE or its representative. Samples not returned to the bidder will be disposed of at the discretion of the Town of New Fairfield and/or BOE or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. The Town of New Fairfield and/or BOE or its designated agent will dispose of items not picked up within 30 days.

AWARD: It is the intent to award this bid in its entirety to one bidder; however, the Town and/or BOE reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the Town and/or BOE reserves the right to consider, in addition to price, experience, references, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the Town of New Fairfield and/or BOE will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

BONDS (if applicable): NO APPLICABLE AT THIS TIME.

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the Town of New Fairfield and/or BOE and executed by a surety company authorized to do business in the State of Connecticut. The Town of New Fairfield and/or BOE reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the Town and/or BOE & Vendor's name and Letter of Credit.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials become evident within one year after completion and acceptance of work will be fixed at no cost to the Town of New Fairfield and/or BOE. The maintenance bond may be included as a portion of the Performance Bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the Town of New Fairfield and/or BOE and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Pursuant to Section 49-41(a) of the Connecticut General Statutes, as may be amended from time to time, a project for the construction, alteration or repair of any public building or public work, where the contract award amount is in excess of \$100,000.00, a labor (payment) and material bond in the full amount of the contract must be furnished to the Town and/or BOE with a surety or sureties satisfactory to the Town and/or BOE. Said bonds shall be filed with the Purchasing Agent on or before the award date. Any such bond shall have as principal the name of the person awarded the contract.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the Town and/or BOE, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation

Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the Town of New Fairfield Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the Town of New Fairfield, 3 Brush Hill Road, New Fairfield, CT 06812, its subsidiaries, employees, volunteers, directors & officers as the “additional insured” and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman’s Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman’s compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman’s Compensation statute, the contractor shall provide Workman’s Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the Town of New Fairfield and/or BOE as relates to the contract.

Additional Security: The Town of New Fairfield and/or BOE reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the Town of New Fairfield and/or BOE, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The Town of New Fairfield and/or BOE reserves the right to waive local permit fees except for the State portion. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper Town Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the Town of New Fairfield planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session, which will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the Town of New Fairfield and/or BOE, be in

compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tag out: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the Town of New Fairfield and/or BOE under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the Town of New Fairfield and/or BOE relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the Town of New Fairfield and/or BOE of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of Town and/or BOE buildings. Before proceeding on any contractual work on Town and/or BOE buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the Town of New Fairfield and/or BOE. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities. The Town of New Fairfield and/or BOE is an equal opportunity and affirmative action purchaser, and bids from all vendors, including those from enterprises owned by minorities and women, are encouraged.

TERMINATION OF CONTRACT: Any contract entered into by the Town and/or BOE and the successful bidder shall provide that the Town may terminate the contract upon thirty (30) days' notice to the bidder.

The Town of New Fairfield and/or BOE reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the Town's judgment, will best serve the public interest.

The terms and conditions of these "Instructions to Bidders" are made a part this bid.

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____ being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for bid for _____;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

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

4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Fairfield and/or BOE or any person interested in the proposed bid;

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

Signed _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20____.

My commission expires _____

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, by and between _____ (hereinafter “Painting Contractor”), and the Town of New Fairfield, a Connecticut municipality with a principal office at 4 Brush Hill Road, New Fairfield Connecticut 06812 (hereinafter “the Town”).

The Painting-Contractor and the Town agree as follows:

1. **The Work.**

(a) **Scope.** Painting-Contractor shall provide all facilities, supplies, material, deliverables, equipment, tools, transportation and labor, necessary to complete the Work described in and reasonably inferable from: (i) this agreement, including all exhibits and attachments; (ii) all written modifications, amendments and change orders to this agreement; and (iii) Request for Bid Number **2018-19FD3**, including the General Specification contained therein (all of which is herein referred to as the “Work”). The Work shall be completed in conformance with all applicable laws, rules, regulations, ordinances and building codes. Painting-Contractor shall provide and pay for all professional services, other services, labor, materials, equipment, tools, construction equipment and machinery, transportation, and other things 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. All drawings, specifications and other documents and electronic data prepared by Painting-Contractor for the project and furnished to the Town under this agreement are deemed to be work for hire and the property of the Town.

(b) **Performance Standards.** Painting-Contractor shall perform all the Work in a good and workmanlike manner in accordance with design, commercial and trade standards applicable at the time the work is performed. Painting-Contractor shall supervise and direct the performance of the Work using its best skill, judgment and attention. Painting-Contractor shall be solely responsible for, and have control over, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. Painting-Contractor shall be responsible for the safety, efficiency and adequacy of Painting-Contractor’s applications and methods, and for damage which may result from failure or improper construction of such applications and methods. Painting-Contractor shall be responsible to the Town for acts and omissions of Painting-Contractor's agents, employees, and Subcontractors, and their respective agents and employees. The Painting-Contractor shall deliver to the Town, if requested, any and all design materials including, but not limited to, calculations, electronic media data, sketches, illustrations, specifications, descriptions and other information developed, prepared, furnished, or delivered in the prosecution of the materials to be used for the project.

(c) **Examination of Work.** The Town shall be furnished with every reasonable opportunity for ascertaining that the Work is in accordance with the requirements and intention of this agreement. The Town’s review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Painting-Contractor with information as to the Town’s objectives and goals with respect to the Work and not for the purpose of determining the accuracy or completeness of such Work and shall in no way create any liability on the part of the

Town for errors, inconsistencies or omissions in any approved documents or Work, nor shall any such review and approval alter the Painting-Contractor's responsibilities hereunder with respect to the Work.

(d) Competent and Sufficient Workers. Sufficient and competent workers shall be employed by the Painting-Contractor to complete the Work in the specified time. If, in the opinion of the Town, the Painting-Contractor has employed personnel who are incompetent or unfaithful in the performance of the Work, they shall be removed from the job at the request of the Town.

(e) Subcontractors. Unless otherwise agreed to in writing by the Town, all items of the Work to be performed and all materials, supplies and equipment to be furnished in connection herewith which are required or permitted to be performed by Subcontractors shall be performed by Subcontractors, materialmen, and suppliers (collectively, "Subcontractor"), approved by the Town, pursuant to written Subcontracts ("Subcontracts") awarded by Painting-Contractor. The Town has an absolute right to reject any proposed Subcontractor or, for cause set forth in writing, to withdraw approval of any Subcontractor.

2. **Permits and Fees.** Painting-Contractor shall secure, pay for, at Painting-Contractor's expense, and deliver to the Town all necessary building permits, inspection certificates and certificates of occupancy, and shall give all notices required by law or ordinances, and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

3. **Contract Price and Payments.** The Town agrees to pay, and the Painting-Contractor agrees to accept, the sum of _____ Dollars (\$_____) as full compensation for all of the Work described in this agreement, subject only to adjustment of the contract price by change order. Painting-Contractor represents and agrees that included in the contract price are all items necessary to complete the Work.

Progress payments shall be made to Painting-Contractor as agreed upon by the Town of New Fairfield/New Fairfield CO A Volunteer Fire Department set forth in the payment schedule attached hereto and in accordance with the following procedures. Upon reaching each Milestone set forth on the attached schedule, the Painting-Contractor shall submit, in form satisfactory to the Town, an application for payment to the Town, along with lien waivers from Painting-Contractor and any subcontractor, for Work that has been completed, or from any supplier for material that is being paid for. All applications for payment must be accompanied by evidence that title to the material incorporated in the Work or pre-purchased is unencumbered. The Town shall make progress payments toward the contract price in accordance with the attached schedule only after the foregoing documentation is received in form satisfactory to the Town.

Anything contained in this agreement to the contrary notwithstanding, the Town, in its judgment reasonably exercised, may withhold from any payment due or to become due to Painting-Contractor any amount which the Town, in its good faith opinion, deems sufficient to reimburse the Town for its actual or potential expenditures for the account of Painting-Contractor or to secure the Town's remedies in consequence of any default or breach by Painting-Contractor under this agreement.

4. **Payments to Subcontractors and Suppliers.** Painting-Contractor shall pay punctually the workers who are employed on the Work and the parties who have furnished materials, and shall give the Town satisfactory

evidence that all persons who have supplied labor or furnished materials have been fully paid. If Painting-Contractor shall fail to give such satisfactory evidence to the Town, the Town may withhold from the payment otherwise due to the Painting-Contractor such sums of money as will in the Town's judgment cover such claims, or the Town may pay such claims and charge the payment to the account of the Painting-Contractor.

5. **Change Orders.** The Town may, from time to time, order changes in the Work which will be authorized by a written change order. The Town shall pay the reasonable cost of any such changes. In the event the Painting-Contractor is required by the Town to perform additional Work for which the amount of compensation is not previously agreed upon, the Painting-Contractor shall prepare and submit to the Town a proposal describing the Work and the estimated cost involved within five (5) days of request from the Town. The Painting-Contractor shall not proceed with such additional Work until the cost of such Work is approved by the Town. When paid, the compensation specified in a Change Order shall constitute full payment for the additional Work covered thereby and for any delay, disruption, cost, or expense occasioned by reason of such change and shall release the Town from any further liability in respect of the same. No time extension shall be granted by reason of the issuance of any Change Order unless it is expressly stated therein.

6. **Commencement and Completion.** The Work will begin within _____ (____) calendar days after the Town has delivered to the Painting-Contractor a written directive to commence its Work hereunder. The Work will be completed **April 22, 2019** (____) calendar days from the date such directive is given (hereinafter "The Completion Date").

7. **Termination.** If Painting-Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or a receiver or liquidator shall be appointed for the Painting-Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; Painting-Contractor fails to supply proper materials and skilled workers; make payments for materials, labor, and subcontractors in accordance with their respective agreements; disregards ordinances, regulations, or orders of a public authority; assigns this Agreement or sublets all or any part of the Work to be performed without the prior written consent of the Town or; unnecessarily or unreasonably delays the Work; fails or refuses to comply with the instructions of the Town or fails to materially comply with the provisions of this agreement, including, but not limited to, failing to prosecute the Work or any part thereof with such diligence as will insure its substantial completion within the period herein specified (or any duly authorized extension thereof), then, and in any such event, the Town may give Painting-Contractor written notice that it has breached the agreement. If, after seven (7) days, Painting-Contractor has failed to remedy the breach, the Town may give Painting-Contractor a notice to terminate, thereby terminating this agreement without further action and without prejudice to any other right or remedy the Town may have. In that event, the Town may take possession of the Work, utilize such materials, appliances, supplies, plant and equipment as may be on the site, and complete the Work by contract or otherwise as the Town may deem expedient. In such case, the Painting-Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation to be paid the Painting-Contractor shall exceed the expense of so completing the Work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such

excess shall be paid to the Painting-Contractor. If such expense shall exceed such unpaid balance, the Painting-Contractor and his sureties shall be liable to the Town for such excess.

Notwithstanding any other provision of this agreement, this agreement may be terminated by the Town upon not less than five (5) days' notice to the Painting-Contractor for the Town's convenience and without cause. In such case, this agreement shall terminate on the fifth day following such notice and the Town's liability shall be limited to payment of the amount due for Work performed up to and including the date of termination.

The obligations of the parties under this agreement, which by their nature would continue beyond the termination, cancellation or expiration of this agreement, including without limitation those set forth in paragraphs 9, 10 and 12, shall survive termination, cancellation or expiration of this agreement.

8. **Insurance.** Throughout the term of this Agreement, Painting-Contractor shall purchase and maintain at Painting-Contractor's own expense, workers' compensation and employer's liability insurance, commercial general liability insurance, comprehensive automobile liability insurance, and other insurance of type and limit amount specified in the Request for Bid or as otherwise reasonably required by the Town. All policies of insurance shall name the Town as named additional insureds. Coverage is to be endorsed to reflect that the insurance is to be primary for Painting-Contractor, the Town and all other additional insureds and not contributory with any insurance carried by the Town. Painting-Contractor shall deliver to the Town policies of insurance prior to the commencement of the Work which shall be subject to the Town's approval. Certificates of Insurance and evidence of renewals shall also be delivered to the Town. The carrying of the insurance described shall in no way be interpreted as relieving Painting-Contractor or subcontractors of any responsibility or liability under this agreement. The insurance requirements of this paragraph shall apply to each subcontractor of any tier.

9. **Indemnity.** To the fullest extent permitted by law, Painting-Contractor shall indemnify and hold the Town harmless against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which the Town shall not be reimbursed by the insurance required by paragraph 8, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Painting-Contractor, Painting-Contractor's agents, contractors, employees, invitees, or licensees, of any term, provision, covenant or condition of this agreement, and/or the carelessness, negligence or improper conduct of the Painting-Contractor, Painting-Contractor's agents, contractors, employees, invitees or licensees. Painting-Contractor's liability under this agreement extends to the acts and omissions of any subcontractor, and any agent, contractor, employee, invitee or licensee of any subcontractor. In case any action or proceeding is brought against the Town by reason of any such claim, Painting-Contractor, upon written notice from the Town, will, at Painting-Contractor's expense, resist or defend such action or proceeding by counsel approved by the Town in writing, such approval not to be unreasonably withheld.

10. **Disputes.** This agreement shall be construed in accordance with the laws of the State of Connecticut. The Superior Court of the State of Connecticut for the Judicial District of Danbury shall be the exclusive forum for all litigation related in any way to this agreement or the Work. PAINTING-CONTRACTOR AND THE TOWN EACH HEREBY IRREVOCABLY CONSENTS TO THE FOREGOING JURISDICTION AND WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT OR ACTION AND CLAIM THAT ANY SUCH SUIT OR ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

11. **Notice.** Any notice served hereunder shall be served by: (i) personal delivery; (ii) overnight mail; or (iii) certified mail, return receipt requested at the address set forth on Page 1 of the Contract, or such other address as designated in writing by either party after the date hereof.

12. **Warranties.** Painting-Contractor warrants that all deliverables, fixtures, materials, equipment, methods or services supplied or to be supplied by Painting-Contractor will be new, merchantable, free from defects in design, material and workmanship, fit for the purpose intended and will conform to and perform in accordance with the plans and specifications, samples and this agreement. These warranties extend to the future performance of the material. Painting-Contractor also warrants that services will be performed in a professional, first class, workmanlike manner. If material furnished contains manufacturers' warranties, Painting-Contractor hereby assigns such warranties to the Town. All warranties shall survive inspection, acceptance and payment. Material or services not meeting the warranties within ONE (1) years from the date of completion and acceptance of the Work by the Town shall be, at the Town's option, returned for or subject to refund, repaired, replaced or re-performed by Painting-Contractor at no cost to the Town and with transportation costs and risk of loss and damage in transit borne by Painting-Contractor. Repaired and replacement material shall be warranted as set forth above. The foregoing warranty shall be in addition to, and shall not be construed to be in limitation of, any applicable warranty which is required to be given by the Painting-Contractor under law.

13. **Performance and Payment Bond.** Upon the due execution of this agreement, Painting-Contractor shall provide the Town with a performance and payment bond, in the amount of one hundred (100) percent of the contract price, with good and sufficient surety satisfactory to the Town to secure the faithful performance of this agreement and the prompt payment of labor and material furnished in the prosecution of this agreement.

14. **Waiver of Breach.** Neither inspection by the Town, nor any of its agents, nor any payment for, nor acceptance of the whole or any part of the Work by the Town, nor any extension of time, nor any possession taken by the Town or its employees shall operate as a waiver of any provision of this agreement, or of any power herein reserved to the Town, or any right to damages herein provided, nor shall any waiver of any breach of this agreement be held to be a waiver of any other or subsequent breach. Any remedy provided in this agreement shall be taken and construed as cumulative, that is, in addition to all other suits, actions, or legal proceedings.

15. **Local Preference.** Painting-Contractor agrees to comply with the provisions of Connecticut General Statutes Sections 7-112 and 31-52; and where applicable, Sections 31-53 and 31-54, all as amended. In particular, Painting-Contractor agrees that in the employment of mechanics, laborers and workers in the construction, remodeling or repairing of any public work, preference shall be given to citizens of the United States who are and continuously for at least three (3) months prior to the date hereof have been residents of the Town of New Fairfield, and if no such qualified persons are available, then preference shall be given to citizens of the United States who are and continuously for at least three (3) months prior to the date here or 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 persons are available, then to citizens who have continuously resided in Fairfield County for at least three (3) months prior to the date hereof, and then to citizens, of the state who have continuously resided in the state at least three (3) months prior to the date hereof.

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

17. **Wage Rates.** In the event that the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project exceeds \$400,000.00 or where the total cost of all work performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project exceeds \$100,000.00 the following shall apply:

The wages paid on an hourly basis to any mechanic, laborer or worker 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 Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in New Fairfield. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day. Upon the award of any contract to which the aforementioned prevailing wage rate requirements apply, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract. In the event that the foregoing provisions do not apply to work to be performed hereunder, wages paid to any mechanic, laborer or worker employed upon the work herein contracted to be done shall nonetheless be at a rate equal to the wages customary or prevailing for the same work in the same trade or occupation prevailing in New Fairfield and based upon the wage schedule and rates therein set by the U.S. Department of Labor for the New Fairfield area. The rates so established shall at all times be considered as the minimum rate for the classification for which it was established.

18. **Bonds for Protection of Employees and Materialmen.** In the event that the work to be performed hereunder involves the construction, alteration or repair of any public building or public work and the compensation to be paid to the Painting-Contractor exceeds \$25,000.00, the Painting-Contractor shall, within thirty (30) days after payment to the Painting-Contractor by the Town, 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 Painting-Contractor and paid by the Town. The Painting-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 twenty (20) days after such subcontractor receives a payment from the Painting-Contractor which encompasses labor or materials furnished by such subcontractor.

19. **Assignment of Anti-Trust Claims.** Painting-Contractor offers and agrees to assign to the Town all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U. S. C. Sec. 15, or

under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town awards or accepts such contract, without further acknowledgment by the parties.

20. **Employee Discrimination and Affirmative Action.** The Painting-Contractor agrees and warrants that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Painting-Contractor that such disability prevents performance of the work involved, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Painting-Contractor as related to the provisions of this section. The Painting-Contractor further agrees and warrants that in the performance of this agreement it will comply with the following:

Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971.

Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973.

In addition, the Painting-Contractor further certifies that it is an affirmative action employer meeting both in policy and practice the principles of the Affirmative Action Program.

21. **All Legal Provisions Included.** It is the intention and the agreement of the parties hereto that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or are not inserted in proper form, then on the application of either party, the agreement shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

22. **Unlawful Provisions Deemed Stricken.** All unlawful provisions shall be deemed stricken from this agreement and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the agreement.

23. **Severability.** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

24. **No Assignment.** Painting-Contractor shall not assign or sublet the Work or any part of the Work, except by and with the consent of the Town, which consent may be withheld in the sole and absolute discretion of the Town. No such consent by the Town shall operate to relieve the Painting-Contractor from any obligation or liability under this agreement or modify the obligations or liabilities of Painting-Contractor to the Town.

25. **Entire Agreement.** This agreement constitutes the entire agreement between the Town and Painting-Contractor, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Town and Painting-Contractor.

We the undersigned, have read, understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract.

TOWN OF NEW FAIRFIELD CO A VOLUNTEER FIRE DEPT PAINTING-CONTRACTOR

By: _____ By: _____ By : _____

STATE OF _____)
)
) ss.
COUNTY OF _____)

Personally appeared _____, President of _____, signer and sealer of the foregoing instrument, he being thereunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, before me.

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT)
)
) ss. New Fairfield
COUNTY OF FAIRFIELD)

Personally appeared _____ of the Town of New Fairfield, signer and sealer of the foregoing instrument, he being hereunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is her free act and deed, before me.

Commissioner of the Superior Court
Notary Public