**GENERAL CONDITIONS**

**CONSTRUCTION PROJECTS**

**IN**

**CONNECTICUT**

**BY**

**TEAM INC**

**August 8, 2017**

**Revised August 20, 2018**

**Revised February 4, 2019**

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**INSTRUCTIONS TO CONTRACTORS**

**A.1 Scope of Work**: The work will be described in the detailed specifications but it is to be understood the work applicable to all projects includes all items of work, permits, materials, equipment, labor and documents necessary for a complete and operating system or facility.

**A.2 Examination of Site:** All Contractors shall visit the site of the proposed Work and fully acquaint themselves with the existing conditions relating to the work to be performed and shall inform themselves of the facilities involved and the difficulties and restrictions attending the performance of the Contract. All contractors must sign the enclosed form attesting to their visit to the site.

**A.3 Receipt of Bids and Quotations:** Bids will be received at the location and time stated in the public notice for receipt of bids at which time the bids will be opened. The opening of the bids will be open to the public. All bids must include: Proposal, Notification to Bidders form, Site Visitation Statement, Certificate of Experience and any additional documents required by the detailed specifications. When sealed bids are not required, quotations will be received until the date and time posted. The amount of the quotations will not be released until the project is awarded. The time for receiving quotations may be extended if necessary. There will not be a public opening of the quotations. The term contractor is used for any entity submitting a bid or quotations. Quotations must include the same documents as bids.

**A.4 Bid Bonds:** Bid bonds or certified checks will be required for those contracts requiring bid bonds in the detailed specifications and those bids exceeding one hundred thousand dollars ($100,000.00). Bid bonds shall be in the amount of ten percent (10%) of the bid price.

**A.5 Performance Bonds:** Performance bonds in the amount of the total price bid for the Work will be required as stated in the detailed specifications and for bids exceeding one hundred thousand dollars ($100,000.00).

**A.6 Lien waivers:** Lien waivers will be required for any subcontractors prior to release of payment to the Contractor by Owner.

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**A.7 Wage Rates:** The Davis Bacon Act applies to this work. Therefore, all laborers and mechanics employed by the contractor or subcontractor shall be paid “prevailing wages” and fringe benefits as determined by the Secretary of Labor to be applicable to the area and State of Connecticut. Labor standard clauses apply. The contractor will be required to file a current certification of compliance usually done on the back of the weekly payroll form.

**A.8 Insurance:** The Contractor shall not commence work until he has obtained all the insurance required and such insurance has been approved by the Owner nor shall any subcontractor commence work on this project until similar insurance has been obtained by the subcontractor and approved by the owner. The insurance required shall be maintained in force until all work to be performed under the terms of the Contract is satisfactorily completed.

**A.8.1 Compensation Insurance:** The Contractor shall provide Work Compensation and Employer’s Liability Insurance in accordance with the laws of the State of Connecticut. Similar insurance must be provided by all subcontractors unless his employees are covered by the Contractor and the insurance policies and endorsements thereto furnished by the Contractor so stipulate.

**A.8.2 Bodily Injury and Property Damage Insurance:** Bodily Injury and Property Damage Insurance – The contractor shall carry Bodily Injury Liability Insurance in an amount not less than one million dollars ($1,000,000.00) for injuries including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than three million dollars ($3,000,000.00) as a result of any one accident.

Contractor’s Property Damage Insurance in an amount not less than one million dollars ($1,000,000.00) for damages resulting from any one accident and in an amount not less than three million dollars ($3,000,000.00) for damages resulting from all accidents. It shall provide adequate protection for the Contractor and his subcontractors against damage claims which may arise from any operations under the Contract, whether operation is by the insured or by anyone directly or indirectly employed by him. The policy shall also provide for reinstatement of full coverage after payment of each claim. Each policy shall contain a Hold Harmless Clause covering the liability set forth indemnifying the owner.

**A.8.3 Proof of Carriage of Insurance –** The Contractorshall furnish the Owner, for it’s

filesatisfactory proof of carriage of the insurance required by submitting the original

insurance policy and endorsements thereto or properly executed conformed copies.

Each insurance policy and endorsement thereto shall carry an undertaking by the

insurance carrier not to cancel any policy except upon thirty (30) days’ notice to the

Owner. Three (3) original certificates of insurance are to be submitted with the

policy.

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**A.9 Selection of Contractor:** The Owner will select the Contractor judged to most meet the Owner’s needs. Although the intention is to proceed with the Work the Owner does not guarantee the lowest submission will be selected nor guarantee that any submission will be selected. The Owner may waive irregularities in the documents submitted. The Owner will not be responsible for any cost to the Contractor for preparing a bid or quotation for the Work.

**A.10 Payment** The time for completion will be stated in the detailed specifications. In the event the Owner agrees to periodic or partial payments these payments will be in the amount of ninety percent (95%) of the work judged to be completed and satisfactory at the end of the specified periods. Payment in the amount of ninety-five percent (95%) of the total amount will be made when the owner is satisfied all work is completed and satisfactory and all municipal inspections completed and satisfactory. The remaining five percent (5%) will be made after six months if there are no repairs needed or that remain outstanding at the end of the six month period. If the Contractor fails to complete items requiring repair within two weeks of notification the Owner may utilize the five percent (5%) retained to address the repairs. The Owner may elect not to apply the retainage to projects $30,000.00 and less in cost.

Normally the Owner will not provide an initial deposit prior to the start of work. If the Owner judges that this practice results in an unusual and unique hardship to the contractor any initial payment will be limited to equipment or supplies not used for standard construction but unique to the project. The amount of the payment will be limited to 85% (eighty-five percent) of the purchasing cost as shown on purchase orders or similar documents containing the supplier’s letter head. The equipment or supplies are to be delivered to the site and protected by the Contractor who will be responsible for the safety and protection of all items delivered.

Invoices from contractors are to be in the format included at the end of this document.

**A.11 Termination of Contract:** The owner may, at any time, terminate the Contract for the Owner’s convenience and without cause upon seven (7) days written notice to the Contractor. In the event the Owner terminates the contract for the Owner’s convenience the Contractor shall be paid for work performed by the Contractor through the date of termination.

**A.12 Documents Furnished by Owner:** Documents prepared by independent entities that are relative to the project may be provided by the Owner for the Bidder’s information. The Bidder is to review this information, make his own analysis of its importance and validity and incorporate any costs resulting from the contents in his proposal.

**A.13 Notice To Proceed:** After reviewing the Documents submitted, verifying the Contractor’s experience and discussing preliminary schedules with the Contractor selected the Owner will issue a Notice To Proceed which will establish the beginning and ending date of the Contract. If necessary, a time will be allotted for the obtaining of permits and other relevant documents

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before the time set as the official starting date. It is to be expected there will be meeting and communications between the Bidder and Owner prior to the issuing of the Notice To Proceed.

**A.14 Time For Completion:** All work is to be completed within the consecutive calendar days stated in the Notice To Proceed issued by the Owner. If the Contractor fails to pursue the work diligently the Owner reserves the right to assess the Contractor for any additional costs to the Owner resulting from the Contractor’s failure to complete the project within the contract time.

**A.15 Documents To Be Submitted:** The Contractor must submit prior to or at the time for Receipt of Bids or Quotations: Proposal Form, Certificate of Experience, Document attesting to site visit, Bid Bond, if required, and proof of having received amendments or clarifications issued by the Owner or Owner’s representative.

**A.16 Clarifications and Addenda:** Prior to Receipt of Bids or Quotations the Owner may issue clarifications or additions to the Documents and Specifications to the Contractors which may be done by conventional mail, fax or electronic mailing. Therefore, it is important that contractors provide the Owner with the information necessary to receive communications when the documents are obtained.

**A.17 Alternates:** A proposal for additional work may be requested as alternates in the proposal. A description of this work will be included in the Specifications. The Owner may determine if this work is to be included in the project after receipt of bids.

**A.18 Prosecution of the Work:** Once the work is initiated it is to proceed continuously until completed. Any delay resulting from items clearly beyond the control of the Contractor is to be immediately brought to the attention of the Owner. Should the Owner delay or suspend construction for reasons not related to the Contractor’s efforts extensions of time will be provided for the completion of the work.

**A.19 Condition of job site:**  Every effort must be made to provide a safe area around the jobsite. Excess materials must be expeditiously removed and all walks and pedestrian areas kept free from any obstructions or loose debris. Workers shall conduct themselves in a manner that avoids offending others. Some sites may require special methods and provisions to accommodate the public. Cost related to special accommodations are to be included in the bid price.

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**A.20 Materials:** Not all materials will be described in the Detailed Specifications. All materials and products used shall be commercial products by recognized manufacturer used for the intended purpose for at least a period of five years.

**A.21 General Performance Standards:** Not all items of work necessary to complete the project are incorporated in the Specifications. It is to be understood that all Work is to be in accordance with the Professional Standards of the industry and all items must be new and of a professional quality.

**A.22 Owners Right to Prosecute Work:** If the Contractor fails to correct work found to be unacceptable the Owner may suspend any additional work until the corrections are made. If the Contractor defaults or fails to prosecute the work the Owner may have the work corrected independently of the Contractor’s operations and the cost of any corrections to work previously done deducted from any payment due the Contractor.

**A.23 Damage to Existing Structure and Site:** Any damage to the existing building and site resulting from the Contractor’s operations or personnel shall be immediately repaired to the condition that existed prior to the damage. The Contractor shall cover and protect existing surfaces to the extent possible to minimize the damage done. If the Contractor fails to adequately restore areas damaged, the Owner upon written notification to the Contractor shall complete the restoration; shall have the repairs done and deduct the cost of the work from any payment due the Contractor.

**A.24 Change Orders:** If the Contractor encounters physical conditions that he believes could not have anticipated from his inspection of the premises or documents provided to him which he believes results in additional cost he is to notify the Owner immediately before initiating any work he believes to be beyond the scope of his contract. The Owner will not be liable for additional cost beyond the Contract Sum for work not authorized prior to the installation.

**A.25 Municipal Inspections**: In addition to obtaining Municipal Permits the Contractor shall schedule the inspections by the Municipality and comply with Municipal requirements and regulations. Any work that requires State permits and inspections will be the responsibility of the Contractor to obtain the permits and schedule inspections.

**A.26 Testing:** At the completion of the Work the Contractor shall conduct all necessary tests to verify the performance of the system. The Owner will be given prior notifications sufficient to allow an Owner’s representative to be present.

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**A.27 Completion of Work:** The work will be considered complete when testing is completed, all paperwork submitted and approved, all construction materials, equipment and debris removed, any damage resulting from the work repaired and the area cleaned, all permit requirements of Governmental Regulatory Agencies met and required Municipal, State and Federal documents provided.

**A.28 Warranty:** Prior to the release of the final payment to the Contractor a written warranty including both material and labor shall be provided to the Owner. In addition to manufacturer’s warranties or guaranties the contractor is to guaranty his own work for a period of one year.

**A.29 Conflict of Interest:** The Owner is committed to all Contractors having a fair, competitive, even, opportunity to provide services on all construction projects. Any conflict of interest or appearance of a conflict of interest is to be avoided. Contractor’s bidding projects are not to have any employees, individuals under contract or members of their immediate family that are involved in developing the program or bidding documents or in the selection of the successful bidder. No Contractor’s employees, individuals under contract or member of their immediate family shall have any administrative responsibilities as a member of Team Inc. including staff positions, management or administrative positions or be members of the Board of Directors. These requirements shall extend to any subcontractors or vendors used by the Contractor on the project. Immediate family shall consist of parents, spouses, domestic partners, siblings of any member of the family or in-laws. The final determination of the existence of a conflict of interest also commonly referred to as a conflict situation in any questionable situations shall be the Owner. The Bidder is to furnish the enclosed form entitled “Conflict of Interest – Conflict Situation Certification” with the Proposal.

The form may be used either by an individual or firm and provides an opportunity for the Contractor to explain how an apparent conflict would be addressed. The Contractor is cautioned that the decision by the Owner is final and the intent is not to permit the appearance as well as clearly apparent conflict of interest. Also that Connecticut Law contains penalties for false statements.

**A.30 Indemnification of the Owner and his Representatives:** The Contractor shall pay and make good all losses and damages arising out of all causes connected to the Contract, and shall indemnify and save harmless the Owner and all his technical representatives including contracted services from all claims, liabilities and responsibility of every nature and kind for losses, damages and injuries which any person or persons may sustain or suffer by reason of or in any way arising out of the Contract.

**A.31Nondiscrimination in Employment:** Contractors and sub-contractors performing work under this contract will be obligated not to discriminate in employment practices.

**A.32 Safety and Health Regulations:** This project is subject to all the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor.

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**A.33 Contractor’s Personnel:** The Owner reserves the right to request the qualifications of personnel utilized on their project and to have personnel they adjudge to be uncooperative or unsuitable removed from the site. The Contractor will not be eligible for additional compensation resulting from the removal of any personnel from the site.

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**CONFLICT OF INTEREST – CONFLICT SITUATION - CERTIFICATION**

Conn. General Statute’s 53a-157b addresses the penalty of false statements when completing a Certification concerning a Conflict Situation. If there is a known or possible Conflict Situation it should be reported under Item 3.

**Individuals:** I certify that I do not have a potential or known Conflict Situation for the project as specified, State of Connecticut Law, and Federal Regulations applicable to the project except as disclosed below. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Initials

**Firms:** My signature certifies that to the best of my knowledge and after a review of the firm’s books and records and consultation with knowledgeable person’s within the firm I believe and am authorized to sign on behalf of the firm that this firm:

Has no business or personal relationship with any persons or other companies that could be considered a conflict of interest or potential conflict of interest, \_\_\_\_\_\_\_\_\_\_\_\_

Initials

Has no employees, officers, agents, or representatives that have business or personal relationships with other companies or persons that could be considered as having a conflict of interest or potential conflict of interest, \_\_\_\_\_\_\_\_\_\_\_

Initials

Has no unfair advantage because of work done by this firm, it’s staff, key personnel or sub-consultants have done to date that pertains to the project,\_\_\_\_\_\_\_\_\_\_\_\_\_

Initials

excepting as disclosed below and attachments to this Certification.

**Disclosure:** I hereby notify the Owner of one or more potential or known Conflict Situations.

Attached to this Certification are the known relevant facts and actions proposed to address the Conflict Situation.

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Typed/Printed

**Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**SITE VISITATION STATEMENT**

I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name)

of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Firm or Corporation)

The Contractor submitting a bid or quotation for

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Project)

and certify that I or my authorized representative have personally inspected the job site(s)

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature )

(Seal if Corporation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title or Position)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed or Typed Name)

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**CERTIFICATE OF EXPERIENCE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereby certify that\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_have performed the

following work within the last five (5) years.

Name, Address, Amount of Type of Name and Address

Phone No. of Contract Work of Owners

Owner Representative

Name of Contractor

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

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**CORPORATE LETTERHEAD**

**Email address Telephone**

**INVOICE**

**INDICATE PARTIAL OR FINAL PAYMENT**

**REFERENCE SECTION A-10 of GENERAL CONDITIONS**

**Invoice Number: Date:**

**DESCRIPTION**

**Title of agreement, date signed and amount**

**List Change Orders, amount and date approved**

**List basis for requesting payment.**

**Attach schedule of values or similar evidence of work done.**

**TOTAL OF ALL WORK COMPLETED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL LESS RETAINAGE (Amount above x o.95) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_**

**LESS PREVIOUS PAYMENTS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_**

**AMOUNT DUE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**( Not all projects are subject to retainage – If not applicable leave Total Less Retainage blank)**

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**CORPORATE LETTERHEAD**

**Email address Telephone**

**INVOICE**

**INITIAL DEPOSIT FOR EQUIPMENT AND SUPPLIES**

**REFERENCE SECTION A-10 of GENERAL CONDITIONS**

**Invoice Number: Date:**

**DESCRIPTION**

**Title of agreement, date signed and amount**

**List items and basis for requesting payment.**

**Attach Suppliers invoice with his letterhead and individual prices.**

**List location that items will be stored.**

**Certify that all items will be protected from damage and will be the sole responsibility of the contractor.**

**TOTAL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_**

**PAYMENT REQUESTED BASED ON 85 PERCENT OF TOTAL\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**