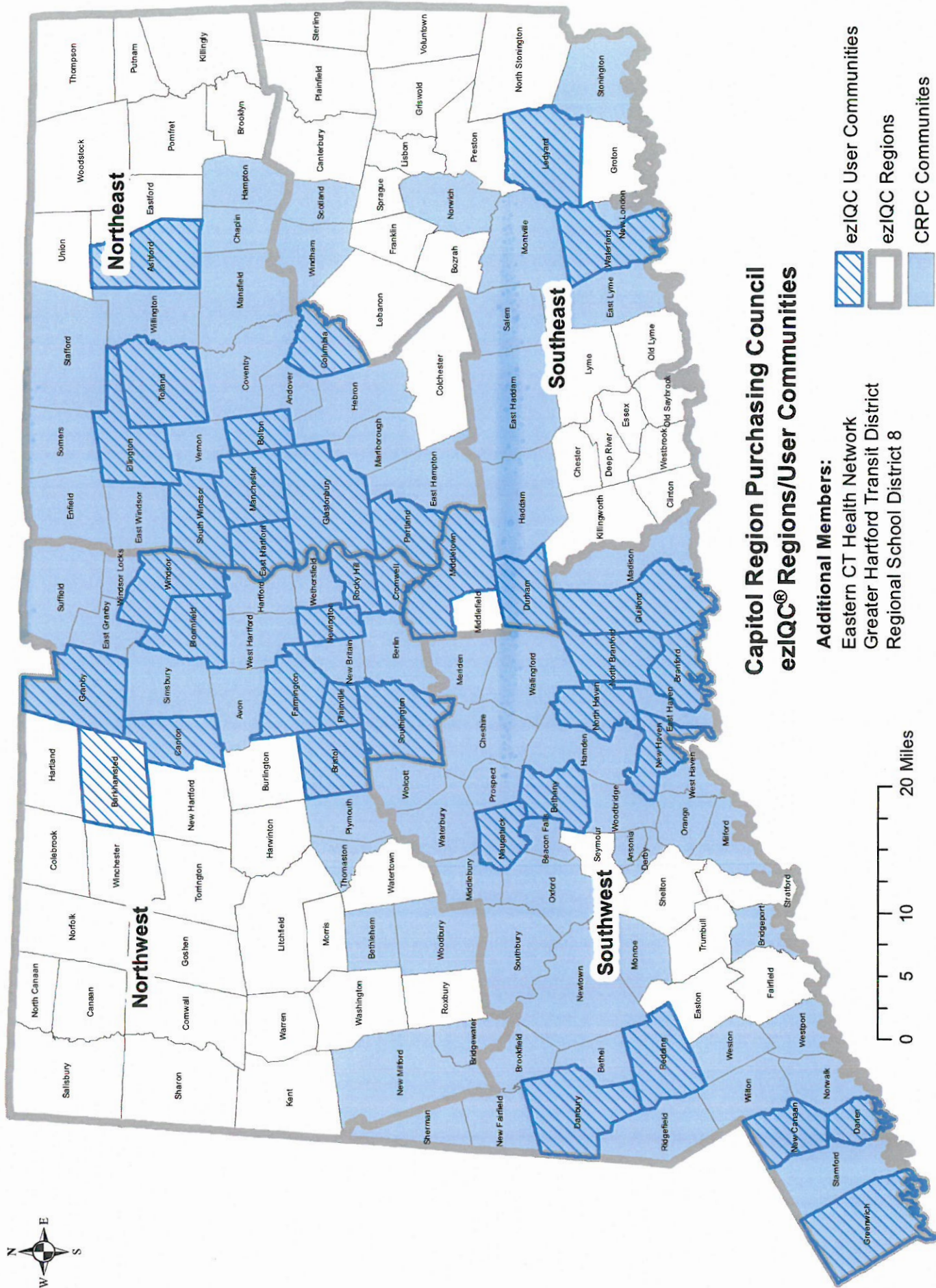




**INVITATION TO BID FOR
INDEFINITE QUANTITY CONSTRUCTION SERVICES
ISSUED: OCTOBER 1, 2016**



**SECTION 1A: CAPITOL REGION PURCHASING COUNCIL MEMBERSHIP BY IQC REGION
OCTOBER 2016**

Northeast	Northwest	Southeast	Southwest
Andover	Avon	Durham	Ansonia
Ashford	Berlin	East Haddam	Beacon Falls
Bolton	Bethlehem	East Lyme	Bethany
Chaplin	Bloomfield	Haddam	Bethel
Columbia	Bridgewater	Ledyard	Branford
Coventry	Bristol	Middletown	Bridgeport
East Hampton	Canton	Montville	Bridgewater
East Hartford	Cromwell	New London	Brookfield
East Windsor	East Granby	Norwich	Cheshire
Ellington	Farmington	Salem	Danbury
Enfield	Granby	Scotland	Darien
Glastonbury	Hartford	Stonington	Derby
Hampton	New Britain	Waterford	East Haven
Hebron	Newington	Windham	Greenwich
Manchester	Plainville		Guilford
Mansfield	Plymouth		Hamden
Marlborough	Rocky Hill		Madison
Portland	Simsbury		Meriden
Somers	Southington		Middlebury
South Windsor	Suffield		Milford
Stafford	Thomaston		Monroe
Tolland	West Hartford		Naugatuck
Vernon	Wethersfield		New Canaan
Willington	Windsor		New Fairfield
	Windsor Locks		New Haven
	Woodbury		New Milford
			Newtown
			North Branford
			North Haven
			Norwalk
			Orange
			Oxford
			Prospect
			Redding
			Ridgefield
			Sherman
			Southbury
			Stamford
			Wallingford
			Waterbury
			West Haven
			Weston
			Westport
			Wilton
			Wolcott
			Woodbridge

**SECTION 1: INFORMATION FOR BIDDERS
FOR ezIQc CONTRACT
Fall 2016**

PURCHASING COUNCIL PURPOSE

The Capitol Region Purchasing Council (Council) is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments (CRCOG), which attempts to provide volume-based discounts to its Members through various cooperative procurement initiatives. To date, some **111** towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council's services.

ABOUT ezIQc®

ezIQc® is a competitively bid procurement system that puts in place on-call contractors ready to perform a series of routine construction projects at different locations for competitively bid prices. The contract is for indefinite quantity construction and construction-related services, typically covering renovation, upgrade, and smaller-scale new construction work. Regional contractors will be selected through an open, competitive bidding process. Contractors will bid a mark-up to be applied to a Construction Task Catalog® containing thousands of locally priced construction tasks (general construction, electrical, plumbing, flooring, roofing, painting, HVAC, etc.).

The current solicitation is for four regional contracts. CRCOG reserves the right to limit the number of contracts awarded to any one bidder.

Once the contracts are awarded and the program starts, a Member can request the regional contractor to provide a non-binding price proposal (preset unit prices multiplied by the quantity multiplied by the competitively bid mark-up) for an individual construction project. Generally, price proposals will be required in 7-14 days. It is expected that the majority of the individual projects will be straightforward, routine projects ranging in price from \$10,000 to \$100,000, although it is likely that some projects will exceed \$100,000. There will be separate prices for non-prevailing wage rate and prevailing wage rate projects. The Consultant (The Gordian Group, Inc.) will assist each Member through the process of developing a purchase order, including conducting the Joint Scope Meeting, assisting with the preparation of the Detailed Scope of Work, and reviewing the contractor's Proposal. Purchase Orders for construction work will be issued and administered by Members.

ezIQc, LLC is a wholly owned subsidiary of The Gordian Group, Inc.

PRE-BID CONFERENCE

There will be a **mandatory** pre-bid conference at the date, time and location set forth in the advertisement.

BID DOCUMENTS

The bid documents include:

1. Information for Bidders
 - a. Attachment A: Map of Regions and list of CRPC Members who fall into each region

Bid must be submitted in an envelope provided by the contractor. Printed on the outside of the envelope must be the solicitation number, the bid date, name of the region bid, and the contractor's name. Bids must be delivered to the following address no later than the date and time appearing in the advertisement:

CRCOG/Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106

Bidders must submit with their bid: (1) a bid bond in the amount of \$10,000, on the form provided, by a Surety licensed to do business in the State of Connecticut and acceptable to CRCOG; or (2) a certified check in the amount of \$10,000 payable to CRCOG. Note that such bonds/checks will be returned to all unsuccessful bidders after the lowest responsible, responsive bidder for each contract has been identified.

BID OPENING

Location of bid opening:
CRCOG/Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106

At the date and time appearing in the advertisement, the bids will be opened publicly and read aloud. Bidders are invited to attend the bid opening.

BID AWARD

The current solicitation is for four ezIQC[®] contracts. See Attachment A for a map showing the towns located in each region. The award of the contracts shall be made to the lowest, responsible, responsive Bidder. However, CRCOG reserves the right to limit the number of contracts awarded to any one bidder. The preference is to have four separate contractors. The lowest, responsible, responsive Bidder is that person or firm whose bid is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory and whose bid documents comply with the procedural requirements stated herein. Each Bidder must be prepared to show evidence of having satisfactorily performed construction projects similar to the projects contemplated by this contract. The inability to do so may be cause for rejection.

NO EXCEPTIONS TO SPECIFICATIONS

Bidders must read and understand the terms and conditions specified in the bid documents. The Bidder may not take any exceptions to the terms and conditions. An exception will render the bid non-responsive.

WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to the bid opening with the written consent of the Council.

REJECTION AND/OR CANCELLATION OF BIDS

The Council reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

RIGHT TO WAIVE ANY INFORMALITY

single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Contractor to pay and/or indemnify.

- B. Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in Section A, above.
- C. Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.
- D. Excess Liability Umbrella Form over sections A, B, and C-Employers' Liability with limits up to \$4,000,000.
- E. Before a Member will issue a Purchase Order to the Contractor, the Contractor shall deliver certificates of insurance evidencing the required insurance. The Member shall be named as an Additional Insured as its interest may appear on the appropriate coverage in sections A, B, C - Employers' Liability and D in the section reserved for comments on the ACORD Form insurance certificate.

In addition:

- (a) The insurance requirements shall apply to all subcontractors and/or Contractors.
- (b) All policy forms shall be on the occurrence form. Exceptions must be authorized by CRCOG.
- (c) Acceptable evidence of coverage will be on the ACORD form or a form with the same format.
- (d) All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- (e) Each certificate shall contain a 30 day notice of cancellation.
- (f) Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut which has at least an "A-"VIII policy holders rating according to Best Publications latest edition Key Rating Guide.
- (g) If the Detailed Scope of Work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, as defined by applicable State and federal laws and regulations, the Contractor, Subcontractor or party performing such work shall maintain in full force and effect Contractor's Pollution Coverage at \$3,000,000 per occurrence project specific limit / \$3,000,000 aggregate, dedicated to such work, unless otherwise approved. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, defense costs, contractual liability and completed operations for all work performed (including but not limited to asbestos and lead abatement, drum removal and disposal, demolition, excavation, off-site incineration of soils etc.) and shall continue to provide completed operations coverage for two (2) years after final completion of the work. Exclusions or limitations affecting work performed must be deleted. Policy form must be "pay on behalf of" rather than "indemnity" and insurance company must have the "right and duty" to defend. Any "insured vs. insured" language must be amended to "named insured vs. named insured" or not apply to "additional insureds". The policy shall not contain any provision or definition that would serve to eliminate third party

QUESTIONS

General inquiries shall be directed in writing to Maureen Goulet, Purchasing Program Manager, at:

E-mail: mgoulet@crcog.org

or

CRCOG/Capitol Region Purchasing Council

241 Main Street, 4th Floor

Hartford, CT 06106

Tel: 860-522-2217 ext. 234

Fax: 860-724-1274

No oral interpretations shall be made to any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the email address, mailing address, or fax number listed above. To receive consideration, such questions must be received at least five (5) calendar days before the deadline for bid submission.

The Purchasing Program Manager will arrange as addenda, which shall be made a part of this Invitation to Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. The questions and responses and any additional clarifications shall be posted no later than three (3) calendar days before the deadline for bid submission to CRCOG's website, located at www.crcog.org. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the agency's website.

**SECTION 2A: CRCOG CONTRACTOR CHECKLIST
FOR ezIQC CONTRACT**

**INVITATION TO BID
FOR INDEFINITE QUANTITY CONSTRUCTION SERVICES**

The following forms are required for submittal for the above-referenced bid and shall be submitted with the bid proposal by the time and date specified. This checklist is provided for the bidder's use and shall not be required for submittal.

Bidder please ☒ and enclose the following forms with your regional bid:

- _____ 1. COMPLETED BID FORM FOR ezIQC CONTRACT – FALL 2016 (PAGES 1-5)
- _____ 2. COMPLETED ezIQC CONTRACTOR EXPERIENCE QUESTIONNAIRE-
FALL 2016 (AND REQUIRED ATTACHMENTS) (PAGES 1-7)
- _____ 3. BID SECURITY – EITHER A BID BOND (\$10,000) ON THE FORM PROVIDED
OR AS A CERTIFIED CHECK FOR \$10,000, PAYABLE TO CRCOG
- _____ 4. COMPLETED STATE OF CT CONTRACTOR WAGE CERTIFICATION FORM
- _____ 5. DAS CERTIFICATION FORM
- _____ 5. COMPLETED GREATER HARTFORD TRANSIT DISTRICT AND GREATER
NEW HAVEN TRANSIT DISTRICT REQUIRED CERTIFICATIONS (SEE
EXHIBIT C1-FORMS TO BE RETURNED INCLUDE CERTIFICATE OF
ELIGIBILITY, CERTIFICATE OF NON-COLLUSION AND CERTIFICATE OF
ANTI-LOBBYING)

Proposals shall include an original and five copies of each of the aforementioned items.

**SECTION 2B: BID FORM
FOR ezIQC CONTRACT
Fall 2016**

A. Bidder Information

Solicitation Number: _____

Geographic Area: _____

Bid Date: _____ Bid Time: _____

Name of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Company FEIN/Tax ID #: _____

B. Adjustment Factors

All Bidders awarded a contract must pay a 6.5% Fee on each payment received from a Member as described in more detail in the bid documents. **The cost of this Fee shall be included in the Bidder's Adjustment Factors.** Failure to pay such Fee may result in the Bidder being restricted from participating in future bids and/or cancellation of the contract.

Bidders are strongly encouraged to review the section entitled "Using the Construction Task Catalog" appearing in the front of the Construction Task Catalog (CTC) for a detailed explanation of what costs are to be included in the Adjustment Factors and what costs have already been included in the unit prices contained in the CTC.

1. **Normal Working Hours for Non-Prevailing Wage Rate Projects:** 7:00am to 4:00pm Monday to Friday. Contractor shall perform tasks during Normal Working Hours for Non-Prevailing Wage Rate Projects for the unit price set forth in the Construction Task Catalog multiplied by the Adjustment Factor of:

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(Specify to four decimal places)

C. Surety Information

Bidder must have a bonding capacity of at least \$1,000,000.

Name of Surety: _____

Maximum Bonding Capacity/Aggregate Work Capacity: _____

Is surety licensed in the state of Connecticut? ☐ Yes ☐ No

D. Award Criteria Figure

The following formula has been developed for the sole purpose of identifying the low bid. Each bidder must complete the following calculation. In the event of a discrepancy between the Adjustment Factor bid, the sum of the amounts in the Total column, and the Award Criteria Figure, the Adjustment Factor bid figure shall be controlling and used to determine the correct Total amounts and the Award Criteria Figure.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	= Total
1.	Adjustment Factor for Normal Working Hours for Non-Prevailing Wage Rate Projects		X 0.50	=
2.	Adjustment Factor for Other Than Normal Working Hours for Non-Prevailing Wage Rate Projects		X 0.25	=
3.	Adjustment Factor for Normal Working Hours for Prevailing Wage Rate Projects		X 0.15	=
4.	Adjustment Factor for Other Than Normal Working Hours for Prevailing Wage Rate Projects		X 0.10	=
	Add all the Total amounts in the right column. The Sum of these Total amounts is the Award Criteria Figure.			=

G. Signatures

DATE: _____

When the Bidder is an individual:

Witness:

By:

(Contractor-Individual)

When the Bidder is a partnership:

Witness:

By:

General Partner

When the Bidder is a Corporation:

Attest:

Secretary

By:

Title:

**SECTION 2C: CONTRACTOR EXPERIENCE QUESTIONNAIRE
FOR ezIQc CONTRACT
Fall 2016**

Bidder's Name: _____

Federal ID Number: _____

1. Type of Organization. Check One:

Bidder is a: Corporation ☐ Individual ☐ Joint Venture* ☐ Partnership ☐ LLC ☐

* If Bidder is a Joint Venture, this form must be submitted for each partner of the Joint Venture.

2. If Bidder is a Corporation:

State and Date of Incorporation _____

3. If Bidder is a Partnership or Individual:

Date of Organization: _____

Name and Address of Owners or Partners:

4. Is Bidder prequalified with the State of Connecticut, Department of Administrative Services?

Yes ☐ No ☐

If yes, please attach a copy of your current DAS Prequalification Certificate.

5. Has Bidder, in the previous 5 years, been denied a contract award by a public owner on which it submitted the lowest, competitive bid, or been refused prequalification?

Yes ☐ No ☐

If yes, please list and describe _____

10. Provide the following information for the last 5 projects that Bidder completed:

Project 1.

Name of Owner:

Owner Contact Name, Address and Phone Number:

Contract Number: _____ Contract Value: _____

Date Awarded: _____ Date Completed: _____

Description of Work Bidder Performed:

Was Bidder a Prime Contractor or Subcontractor: Prime ☐ Subcontractor ☐

Percentage of work completed by Contractor employees _____%

Percentage of work completed by Sub-contractor(s) _____%

Architect/Engineer Name, Address and Phone Number

Project 2.

Name of Owner:

Owner Contact Name, Address and Phone Number:

Contract Number: _____ Contract Value: _____

Date Awarded: _____ Date Completed: _____

Description of Work Bidder Performed:

Was Bidder a Prime Contractor or Subcontractor: Prime ☐ Subcontractor ☐

Percentage of work completed by Contractor employees _____%

Percentage of work completed by Sub-contractor(s) _____%

Architect/Engineer Name, Address and Phone Number

Project 5.

Name of Owner:

Owner Contact Name, Address and Phone Number:

Contract Number: _____ Contract Value: _____

Date Awarded: _____ Date Completed: _____

Description of Work Bidder Performed:

Was Bidder a Prime Contractor or Subcontractor: Prime ☐ Subcontractor ☐

Percentage of work completed by Contractor employees _____%

Percentage of work completed by Sub-contractor(s) _____%

Architect/Engineer Name, Address and Phone Number

12. List all current licenses held by Bidder that were issued by the State of Connecticut:

13. List all the Members of Capitol Region Council of Governments or Capitol Region Purchasing Council for which Bidder has worked within the last 3 years:

Certification:

I understand that by signing this form I am certifying that all of the information provided is true, correct, and current to the best of my knowledge.

Name: _____

Title: _____

Date: _____

SECTION 2D: BID BOND FOR eziQC CONTRACT
Fall 2016

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

as Principal, and _____

as Surety are held and firmly bound unto the Capitol Region Council of Governments hereinafter called the "Owner," in the penal sum of Ten Thousand Dollars and No Cents (\$10,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____ for:

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

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

SECTION 3: ATTACHMENT A

ezIQC – SCOPE OF WORK

1. SUMMARY

This is an indefinite quantity contract pursuant to which the Contractors will perform a series of individual projects for Members (current and future) of the Capitol Region Council of Governments (CRCOG) and of the Capitol Region Purchasing Council (CRPC), hereinafter collectively referred to as Members, at different locations within the Contractor's primary geographic region set forth in the Contract.

The Contractors will develop all Proposals in accordance with the procedures set forth below in Section 2, titled Procedure for Developing all Proposals and Purchase Orders.

Each Purchase Order issued by a Member will reference the Detailed Scope of Work and set forth the Project Completion Time and the Purchase Order Price. The Contractor shall complete each Detailed Scope of Work for the Purchase Order Price within the Project Completion Time.

The Contractor does not have the right to refuse to perform any tasks, work or projects requested by a Member within its region.

The Consultant for this Contract is:

The Gordian Group, Inc.
30 Patewood Drive, Building 2
Suite 350
Greenville, SC 29615
(800) 874-2291

hereinafter referred to as "Consultant."

2. PROCEDURE FOR DEVELOPING ALL PROPOSALS AND PURCHASE ORDERS

Initiation

The Member or Contractor will notify the Consultant of a potential project. The Consultant will schedule a Joint Scope Meeting with the Contractor and the Member as soon as practicable, generally, within seven (7) days.

The Consultant will conduct a Joint Scope Meeting at which the parties will discuss, at a minimum:

- a. the general scope of the work;
- b. alternatives for performing the work and value engineering;
- c. access to the site and protocol for admission;
- d. hours of operation;

If the Contractor will perform the Non-Prepriced Task with its own forces, it shall submit three independent quotes for all materials to be installed and shall, to the extent possible, use Prepriced labor and equipment from the Construction Task Catalog®. If the Non-Prepriced Task is to be subcontracted, the Contractor must submit three independent bids from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Member may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.

The final price submitted for Non-Prepriced Tasks shall be according to the following formula:

A = Hourly Labor Rate (Trades not in Construction Task Catalog®)

B = Direct Material Costs (supported by three quotes)

C = Direct Equipment Costs (Equipment not in Construction Task Catalog®)

D = Subcontractor Costs (supported by three quotes)

E = Approved Overhead on Labor. e.g. 40%

F = Allowable Overhead and Profit = $(A + B + C) \times 15\%$

G = Subcontractor Allowance = $D \times 10\%$

Total Cost of Non Pre-Priced Task = $A + B + C + D + E + F + G$

After a Non-Prepriced Task is used on three separate Purchase Orders, the unit price for such task will be established, following approval by the Member, and fixed as a permanent Prepriced Task which will no longer require price justification.

The Consultant's determination as to whether an item is a Prepriced Task or a Non-Prepriced Task shall be final, binding and conclusive as to the Contractor.

Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Price Proposal is less than the cost of the actual labor and material to perform such task, the Member may permit the Contractor to be paid for such task as a Non-Prepriced Task, or use Prepriced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.

The Contractor is responsible for and shall make the necessary arrangements for and obtain all filings and permits required for the project, including the preparation of all drawings, sketches, calculations and other documents and information that may be required thereof. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit or any other permit fee to a city, county, the State or some other governmental or regulatory agency, then the amount of such fee paid by the

If the Contractor is required to submit Payment and Performance Bonds, and/or a Maintenance Bond, the Member shall reimburse the Contractor the actual cost of such bonds not to exceed 2% of the Purchase Order Price. The Contractor shall provide such documents as the Member may require evidencing the actual cost of the bonds.

The Purchase Order, signed by the Member and delivered to the Contractor, constitutes the Member's acceptance of the Contractor's Proposal. A signed copy of the Purchase Order will be provided to the Contractor.

For each Purchase Order issued, the Contractor shall complete the Detailed Scope of Work within the Project Completion Time in accordance with the Contract Documents for the Purchase Order Price.

3. COMPUTER REQUIREMENTS

The Contractor shall maintain at its office for its use a computer with a high speed internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

4. SOFTWARE LICENSING

The Contractor will be provided access to the ezIQC® software, eGordian®, under a license provided by the Consultant. eGordian® is a management tool that expedites the ordering and execution of work. The Contractor shall use eGordian® to prepare and submit Price Proposals, Subcontractor lists, and other requirements as determined by CRCOG. eGordian® contains an electronic version of the Construction Task Catalog® for the Contractor's use in preparation of Price Proposals. Use, in whole or in part, of eGordian®, the Construction Task Catalog®, or any other Proprietary Information provided under the license from the Consultant for any purpose other than to order and execute work under this Contract for CRCOG and its Members is strictly prohibited unless otherwise stated in writing by the Consultant.

ezIQC®License:

A. The Consultant, through its agreement with CRCOG, grants to Contractor, and Contractor hereby accepts from the Consultant for the term of this Contract, a non-exclusive right, privilege, and license to utilize The Gordian Group's ezIQC® System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing its responsibilities to the Member under this Contract. The Contractor hereby agrees that The Gordian Group Inc.'s Proprietary Information shall include, but is not limited to, eGordian® software and documentation, the Construction Task Catalog®, the Technical Specifications, Training Manuals, additional training materials, and other proprietary materials provided to the Contractor by CRCOG, the Members or by the Consultant. In the event that this Contract expires or terminates as provided herein, this license shall terminate and the Contractor shall return all Proprietary Information in its possession to the Consultant.

B. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to The Gordian Group for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of the Consultant. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary

In the event the Contractor does not resolve the discrepancy to the satisfaction of CRCOG and the Consultant, CRCOG and the Consultant reserve the right to engage a third party to conduct an independent audit of the Contractor's records and Contractor shall reimburse the appropriate party for the cost and expense related to such audits.

**SECTION 3: STANDARD FORM OF CONTRACT FOR
ezIQC CONTRACT
Fall 2016**

This CONTRACT, executed this ____ day of _____, _____, by and between the Capitol Region Council of Governments, hereinafter called "CRCOG" and _____ of _____ a corporation incorporated under the Laws of the State of _____ its successors and assigns, hereinafter called "CONTRACTOR."

ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, the Invitation to Bid documents, including the Information for Bidders, Scope of Work, General Conditions, Construction Task Catalog dated October 2016, Technical Specifications, Wage Rate Schedule and Requirements, the Contractor's response thereto and any addenda issued prior to execution of this Contract.

ARTICLE 2 – RELATIONSHIP BETWEEN PARTIES

The Contractor is an independent contractor and not an officer, employee or agent of CRCOG. Therefore, it is mutually agreed that this Agreement is a contract for services and not a contract of employment, and that, as such, the Contractor and any and all subcontractors shall not be entitled to any employment benefits of CRCOG such as, but not limited to: vacation, sick leave, insurance, worker's compensation, and pension and retirement benefits.

CRCOG enters into this Contract for and on behalf of the members (current and future) of the Capitol Region Purchasing Council that participate in the ezIQC program (hereinafter, the "Member or Members"). It is understood and agreed that CRCOG's participation in this contract and the ezIQC program is for the administrative convenience of the Members only and that CRCOG will not be party to any purchase order issued by a Member to the Contractor.

A Purchase Order entered into between a Member and the Contractor for a particular project shall be a separate, independent agreement. Neither CRCOG nor the Consultant shall be made or considered a party to such Purchase Order. Neither CRCOG nor the Consultant will have any obligations, duties, or rights with respect to such Purchase Order. Neither the Member nor the Contractor shall have any cause of action, rights, or claims against CRCOG or the Consultant arising out of such Purchase Order.

ARTICLE 6 – TERM OF THE CONTRACT

The term of this Contract begins on the award date noted above and ends on December 31, 2019. All Purchase Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, Supplemental Purchase Orders may be issued, and the guarantee period may continue, after the term has expired.

ARTICLE 7 - ESTIMATED ANNUAL VALUE

The Estimated Annual Value for this Contract is: \$1,000,000.

This is an estimate of the value of Purchase Orders that could be available to the CONTRACTOR each year under this Contract. The CONTRACTOR is not guaranteed to receive Purchase Orders totaling this amount. The CONTRACTOR is not guaranteed to receive any Purchase Orders during the term of the Contract.

ARTICLE 8 – PURCHASE ORDER PRICE

The Purchase Order Price will be calculated in accordance with the procedures for developing all Proposals and Purchase Orders set forth in the Scope of Work- Attachment A, annexed hereto, and using the following Adjustment Factors:

1. Normal Working Hours on Non-Prevailing Wage Rate Projects: 7:00am to 4:00pm Monday to Friday.

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(Specify to four decimal places)

2. Other Than Normal Working Hours on Non-Prevailing Wage Rate Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays.

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(Specify to four decimal places)

3. Normal Working Hours on Prevailing Wage Rate Projects: 7:00am to 4:00pm Monday to Friday.

		.				
--	--	---	--	--	--	--

(Specify to four decimal places)

4. Other Than Normal Working Hours on Prevailing Wage Rate Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays.

ARTICLE 9 - PROGRESS PAYMENTS

Based upon applications for payment submitted to the Member by the CONTRACTOR, the Member will make monthly progress payments to the CONTRACTOR, as provided in the General Conditions of the Contract and in the individual Purchase Order.

The obligation to make progress payments arises solely from the issuance of a Purchase Order by a Member. No obligation to make payments to the Contractor can be implied or inferred from the execution of this Standard Form of Contract or the General Conditions.

ARTICLE 10 – BONDING

CONTRACTOR shall, when required by the Member, provide Payment and Performance Bonds in the amount of the Purchase Order Price. The surety and the form of the bonds must be acceptable to the Member.

CONTRACTOR shall also, when required by the Member, provide a Maintenance Bond following completion of a project in the amount of ten percent (10%) of the Purchase Order Price. Such bond shall be furnished to the Member before the final payment will be made and will act as a warranty for a period of twelve (12) months from date of final payment. The surety and the form of the bonds must be acceptable to the Member.

If the CONTRACTOR is required to submit Payment and Performance Bonds and/or a Maintenance Bond, the Member shall reimburse the Contractor the actual cost of such bonds not to exceed 2% of the Purchase Order Price. The Contractor shall provide such documents as the Member may require evidencing the actual cost of the bonds.

The CONTRACTOR shall comply with the requirements of Conn. Gen. Stat. § 12-430. If the CONTRACTOR is an unverified, non-resident contractor it must file a surety bond for projects over \$250,000 with DRS in an amount equal to 5% of the Purchase Order Price using **Form AU-964, Surety Bond and Release**. The CONTRACTOR must provide to the Member proof that the surety bond was posted. The CONTRACTOR whether resident, verified, or unverified, doing business with unverified subcontractors on projects over \$250,000 must hold back an amount equal to 5% of the payments required to be made to the subcontractor until the subcontractor provides a *Certificate of Compliance* authorizing full or partial release of the amount held back. The CONTRACTOR must provide notice of the requirement to hold back to the unverified subcontractor not later than the time of commencement of work under the contract by the subcontractor. The amount held back from unverified subcontractors is deemed to be held in a special fund in trust for the state.

ARTICLE 11 - FINAL PAYMENTS

Final payment, constituting the entire unpaid balance of the Purchase Order Price, will be paid by the Member to the CONTRACTOR within thirty (30) days after Final Inspection of the Detailed Scope of Work, if the Detailed Scope of Work has been fully performed, and a Final

holders rating according to Best Publications latest edition Key Rating Guide.

- (g) If the Detailed Scope of Work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, as defined by applicable State and federal laws and regulations, the Contractor, Subcontractor or party performing such work shall maintain in full force and effect Contractor's Pollution Coverage at \$3,000,000 per occurrence project specific limit / \$3,000,000 aggregate, dedicated to such work, unless otherwise approved. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, defense costs, contractual liability and completed operations for all work performed (including but not limited to asbestos and lead abatement, drum removal and disposal, demolition, excavation, off-site incineration of soils etc.) and shall continue to provide completed operations coverage for two (2) years after final completion of the work. Exclusions or limitations affecting work performed must be deleted. Policy form must be "pay on behalf of" rather than "indemnity" and insurance company must have the "right and duty" to defend. Any "insured vs. insured" language must be amended to "named insured vs. named insured" or not apply to "additional insureds". The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor, Subcontractor, or party performing the work. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations. The cost of such insurance is included in the unit prices for such work and is not a reimbursable cost.

Contractor shall also adhere to Insurance requirements as stated in Article 11 of the General Conditions.

ARTICLE 13 – HOLD HARMLESS AND INDEMNIFICATION

In addition to its obligation to provide insurance as specified above, the CONTRACTOR, its subcontractors, agents and assigns shall defend, indemnify and hold harmless CRCOG, including, but not limited to, its elected officials, and its officers, the Member and/or the Design Professional, as defined in the General Conditions, from any and all claims made against CRCOG, the Member and/or the Design Professional, including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in the performance of services by the CONTRACTOR during the CONTRACTOR'S performance of this Agreement or any other Agreements of the CONTRACTOR entered into by reason thereof. CRCOG, the Member and/or the Design Professional agree to give the CONTRACTOR prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

**SECTION 4: GENERAL CONDITIONS
FOR ezIQc CONTRACT
Fall 2016**

ARTICLE 1 - CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of the Contract, the Invitation to Bid documents, including the Information for Bidders, Scope of Work, General Conditions, Construction Task Catalog, Wage Rate Schedule and Requirements, the Contractor's response thereto and any addenda issued prior to execution of the Contract.
- 1.2 The Contract Documents form the entire agreement between the parties and supersedes all negotiations or agreements, either written or oral.
- 1.3 The Contract Documents shall not be construed to create any contractual relationship between the Design Professional and the Contractor. The Design Professional shall be entitled to perform the obligations intended for its enforcement. The Contract Documents shall not create any contractual relationship between the Member or Design Professional and any Subcontractors.
- 1.4 The "work" comprises the construction required by a Purchase Order and includes all labor necessary and all materials, equipment, transportation, and services to be incorporated into the construction.
- 1.5 A "project" is the total construction to be completed under a Purchase Order, or group of related Purchase Orders, and may include Supplemental Purchase Orders.
- 1.6 The "project site" shall be the physical limits of the actual construction work, or as defined by the Member for project outside a building, provided however, where the work is within a building, for the purposed of preparing a Price Proposal using the Construction Task Catalog, the project site shall be defined as the perimeter of the building.
- 1.7 A Detailed Scope of Work may reference Drawings, Sketches, Technical Specifications, other specifications, or other written information. When the term "Detailed Scope of Work" is used herein, it shall be deemed to include all such documents so referenced.
- 1.8 The organization of the Technical Specifications or the arrangement of the drawings shall not control the Contractor as to the division of the work among Subcontractors or trade.
- 1.9 Any reference to standards (such as ASTM-American Society for Testing and Materials), where the date is not specified, shall mean the latest edition of such standards published prior to the date of the Technical Specifications, in accordance with the abbreviations

or an interpretation of the Detailed Scope of Work shall be initially referred to the Design Professional who shall render a written decision.

- 2.10 All interpretations and decisions of the Design Professional shall be consistent with the intent of the Detailed Scope of Work.
- 2.11 The Design Professional will review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples for conformance with the design concept.
- 2.12 The Design Professional will have authority to order minor changes which do not alter the Detailed Scope of Work, the Purchase Order Price or Project Completion Time.
- 2.13 The Design Professional will review construction progress to determine the dates of Substantial Completion and Final Acceptance, and it will receive and forward to the Member, for its review, written warranties and related documents required by the Detailed Scope of Work, Technical Specifications, or Contract Documents.
- 2.14 The duties, responsibilities and limitations of the Design Professional as the Member's representative during construction, as set forth in the Contract Documents, will not be modified without written consent of the Member and the Contractor.

ARTICLE 3 - MEMBER

- 3.1 The Member is the person or body identified as such in the Purchase Order issued pursuant to this Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender.
- 3.2 The Member shall, at the request of the Contractor, at the time of the execution of the Purchase Order, furnish to the Contractor reasonable evidence that it has taken the necessary steps to set aside sufficient financial resources to fulfill its obligations under the Purchase Order.
- 3.3 The Member shall furnish, through the Design Professional, all necessary surveys, physical and legal descriptions, and benchmarks for the project.
- 3.4 The Member will provide the Contractor, through the Design Professional and free of charge, one copy of the Purchase Order, Detailed Scope of Work, and any drawings, sketches, schedules, etc. referenced therein. Additional sets will be provided on request at the cost of reproduction and handling.
- 3.5 The Member shall forward all instructions concerning technical matters and the construction process through the Design Professional.
- 3.6 The Member may if it so deems desirable, engage a person on a full time basis, hereafter referred to as Clerk-of-the-Works, to view and report on the construction process. The Clerk-of-the-Works will act as a liaison between the Design Professional and the Contractor for

- 4.7 The Contractor shall direct the work using its full attention and shall be entirely responsible for all construction means and methods.
- 4.8 The Contractor will be responsible to the Member for the acts and omissions of its employees, Subcontractors, and any other persons performing any of the work with the Contractor.
- 4.9 Unless otherwise provided in the Detailed Scope of Work, the Contractor shall provide and include all labor, materials, equipment, tools, machinery, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- 4.10 All materials which form a part of the work required to be executed under the Detailed Scope of Work or Technical Specifications must conform in all respects with the standard requirements named herein, or to other materials which have been submitted to the Design Professional and have received its approval.
- 4.11 All material delivered on premises, for which the Member has been billed, which is to form part of the work is to be considered the property of the Member and is not to be removed without its consent, but the Contractor shall remove all surplus material from the job site.
- 4.12 Wherever a material, article or piece of equipment is identified on the Detailed Scope of Work or in the Technical Specifications by reference to manufacturer's or vendor's name, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any materials, article, or piece of equipment of other manufactures or vendors which will perform adequately within the duties imposed by the general design will be considered provided the material, article, or piece of equipment so proposed is, in the opinion of the Design Professional, of equal substance, appearance, and function, and that all technical data for the proposed substitution is submitted to the Design Professional for approval in accordance with the requirements of the Contract Documents.
- 4.13 The term, "Or Equal" or, "Or Approved Equal", shall mean, "In the opinion of the Design Professional, who shall make the final decision on all equivalent materials or Products submitted by the Contractor." Should the Contractor desire to substitute a process, article, etc., other than those specified, it must submit the proposed substitute to the Design Professional prior to seven (7) calendar days of the Proposal due date. The Design Professional will make the acceptability or non-acceptability of the article known prior to three (3) calendar days, excluding Saturdays, Sundays and any other legal holidays, of the Proposal due date by issuing an updated Detailed Scope of Work.
- 4.14 The Contractor shall assume responsibility for the proper performance of materials or products submitted as "equal" to those specified. When it is necessary that electrical or mechanical rough-in and services, or other related work be changed as a result of substitutions, the Design Professional must approve such alternate method of installation, and all such changes must be included with the substitution at no extra cost to Member.
- 4.15 In all cases the burden of proof that the proposed product offered for substitution is equal

equipment furnished under this contract will be new unless otherwise specified, and that all work will be free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective. If required by the Design Professional, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 4.24 The Contractor shall not be responsible for making certain that the Detailed Scope of Work is in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Detailed Scope of Work is at variance therewith in any respect, it shall promptly notify the Design Professional in writing, and any necessary changes shall be accomplished by appropriate Supplemental Purchase Order.
- 4.25 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, and without such notice to the Design Professional, it shall assume full responsibility and shall bear all costs attributable thereto.
- 4.26 The Contractor must be fully qualified under all applicable laws for Contractors in effect at the time and at the location of the work before submitting its bid. The Contractor shall be responsible for determining that all of its Subcontractors are duly licensed in accordance with all applicable laws.
- 4.27 The Contractor shall provide competent engineering services to execute (but not design) the work. It shall verify at the project site all measurements relating to the work. All construction must be considered in relation to the actual location it shall occupy in the finished structure.
- 4.28 The Contractor will prepare and submit with the Proposal for Member and Design Professional's information an estimated progress schedule. The schedule will be updated and submitted at the pre-construction meeting. The schedule will show the order in which the Contractor proposes to carry on the work, the date on which it will start, the major features (including procurement of materials, plant and equipment) and the contemplated dates for completing same. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress on a monthly basis. The Contractor shall indicate with its monthly progress payment requests a listing and explanation of any occurrences which will effect a major deviation in the progress schedule. A revised, updated, schedule shall be issued by the Contractor and submitted to the Design Professional and the Member every three (3) months. If the Contractor fails to submit the information required by this Article, the Member shall have the right to withhold payments due the Contractor until such time as the information is submitted.
- 4.29 The Contractor shall maintain at the site for the Member one record copy of the Purchase Order, Detailed Scope of Work and all Drawings, Sketches, Technical Specifications, and other documents referenced therein in good order and marked currently to record all changes made during construction, including Shop Drawings, Product Data and Samples.
- 4.30 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for

form of "record" drawings. Final payment will not be made until these drawings are received by the Member. The Design Professional shall review the Contractor's "record" drawings prior to submission to Member. The Member may provide computer drawings, or paper drawings, instead of mylars. The Contractor shall provide record drawings in the medium provided by the Member.

- 4.38 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Detailed Scope of Work and shall not unreasonably encumber the site with any materials or equipment.
- 4.39 Except where the Member specifically grants use of existing facilities for use by the Contractor, it shall provide and maintain sanitary temporary toilets to be located where directed. Said toilets shall be enclosed, weatherproofed, and shall be kept in a sanitary condition at all times and shall meet all requirements of local regulations. At completion of the work, the temporary toilets shall be removed. Contractor shall comply with all health regulations of the State Board of Health. Contractor is to provide sufficient storage space by shed buildings for materials which might be damaged through exposure to weather and such sheds as needed for tools, etc. Contractor shall maintain access road and safety fences as required and shall leave site in first class condition at completion of Contract. It shall place all necessary guards and barricades at the job and, at night, it shall maintain suitable and sufficient lights until acceptance of work by Member. Contractor shall leave site clean each night.
- 4.40 The Member shall have the right to use any and all portions of the building that have reached such a stage of completion as to permit occupancy and substantial acceptance, if desirable to the needs or interest of the Member, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the work.
- 4.41 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.
- 4.42 The Contractor shall not damage or endanger any portion of the work or the work of the Member or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Member or any separate contractor except with the written consent of the Member and of such separate contractor. The Contractor shall not unreasonably withhold from the Member or any separate contractor its consent to cutting or otherwise altering the work.
- 4.43 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the work it shall remove all its waste materials and rubbish from and about the project as well as all its tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up at the completion of the work, the Member may do so and the cost thereof shall be charged to the Contractor.
- 4.44 The Contractor shall clean all glass; replace any cracked or broken glass, remove stains, spots, marks, and dirt from all surfaces; clean all fixtures and finished metal work; wash all

means a Sub-Subcontractor or an authorized representative.

- 5.3 The Contractor shall submit with each Proposal the names of the persons, entities, material suppliers, and fabricators proposed for each portion of work. The Design Professional will reply promptly notifying the Contractor of any proposed person or entity to whom it or the Member has a reasonable objection after due investigation.
- 5.4 The Contractor shall not contract with any such proposed person or entity to whom the Member or the Design Professional has made reasonable objection. The Contractor shall not be required to contract with anyone to whom it has a reasonable objection after due investigation.
- 5.5 The Design Professional's and Member's approval or disapproval of any Subcontractor, person or organization will not relieve the Contractor of its responsibility for the work, nor will the approval of a particular Subcontractor or person or organization be construed as approval of any particular process or materials.
- 5.6 The Design Professional or Member will not attempt to settle differences between the Contractor and any of its Subcontractors or a person or organization with whom they have contracted.
- 5.7 By an appropriate written agreement the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract Documents, assumes toward the Member and the Design Professional. Said agreement shall preserve and protect the rights of the Member and the Design Professional under the Contract Documents with respect to the work to be performed by the Subcontractor. The Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Member. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its Subcontractors. The Contractor shall make available to each proposed Subcontractor prior to the execution of the Subcontract, copies of the Detailed Scope of Work and Contract. Each Subcontractor shall similarly make copies of such Documents available to its Sub-Subcontractors.

ARTICLE 6 - WORK BY MEMBER OR BY SEPARATE CONTRACTORS

- 6.1 The Member reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract.
- 6.2 The Contractor shall afford the Member and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate its work with theirs as required by the Detailed Scope of Work.

- (i) Davis Bacon Act
- (j) Copeland "Anti-Kickback" Act
- (k) Hatch Act (Title 5 USC Chapter 15)
- (l) Section 504 of the Rehabilitation Act of 1973
- (m) Architectural Barriers Act of 1968
- (n) Fair Labor Standards Act

- 7.2 The Member and the Contractor each binds himself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other. In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the CRCOG.
- 7.3 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.
- 7.4 Should either party to the Contract suffer injury or damage because of any act or omission of the other party or any of its employees or agents, a claim shall be made in writing to such other party within a reasonable time after the first observance of such damage.
- 7.5 The Member may require the Contractor to furnish bonds in a form acceptable to the Member covering the faithful performance of a Purchase Order and payment of all obligations arising thereunder. The executed bonds, together with the bonding agent's power of attorney, shall be furnished to the Member prior to the Member issuing the Purchase Order.
- 7.6 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Member, Design Professional or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 7.7 If the Detailed Scope of Work, Technical Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested, or approved, the Contractor shall give the Design Professional timely notice of its readiness so they may observe such inspection, testing. The Member shall formally authorize all such tests; the Contractor shall be responsible for coordinating such tests.
- 7.8 The Design Professional may if it determines that any of the work requires special inspection or testing, upon written authorization from the Member, instruct the Contractor

ARTICLE 8 - PROJECT COMPLETION TIME

- 8.1 The Project Completion Time is the period of time, based on calendar days, allotted in the Purchase Order for Substantial Completion of the Detailed Scope of Work, including authorized adjustments thereto.
- 8.2 The date of commencement of the work is the date established in the Purchase Order. If there is no date set forth in the Purchase Order, it is the date agreed to by the parties.
- 8.3 The Date of Substantial Completion of the work or designated portion thereof is the Date certified by the Design Professional when construction is sufficiently complete, in accordance with the Detailed Scope of Work, so the Member can occupy or utilize the work or designated portion thereof for the use for which it is intended.
- 8.4 Time is of the essence and completion of the work must be within the Project Completion Time, subject to such extensions as may be granted. The Contractor agrees to commence work on the date set forth in the Purchase Order and to substantially complete the project within the Project Completion Time. The Member shall suffer financial loss if the Project is not substantially complete within such time. The Contractor and its Surety agree that, if the Request for Proposal states that liquidated damages may apply to such Purchase Order, the Member may deduct a sum equal to 0.5% of the Purchase Order Price from the amount of compensation to be paid him for each day after the above mentioned completion time, Sundays, and holidays included, that the Detailed Scope of Work remains incomplete. This amount is agreed upon as the proper measure of the liquidated damages that the Member will sustain per day, by the failure of the Contractor to complete the work at the stipulated time, and is not to be construed in any sense, as a penalty. The expiration of the Project Completion Time without the Detailed Scope of Work having been completed shall in itself constitute a default without the necessity of any notice being given to the Contractor.
- 8.5 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Member or the Design Professional or by any employee of either, or by any separate contractor employed by the Member, or by changes ordered in the work, or by labor disputes, fire, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Member pending arbitration, or by any other cause which the Design Professional determines may justify the delay, then the Project Completion Time shall be extended by a Supplemental Purchase Order or other writing for such reasonable time as the Design Professional and the Member may determine.
- 8.6 Any claim for extension of time shall be made in writing at the end of each month to the Design Professional in order for them to be considered; otherwise it shall be waived. In case of a continuing delay only one claim is necessary. The Member must approve all claims for extension of time.
- 8.7 Forces employed and rate of progress must be sufficient for the work as scheduled. If at any time the work lags, sufficiently increased forces and hours shall be used to maintain

the Member's title to such materials or equipment or otherwise protect the Member's interest, including applicable insurance and transportation to the site for materials and equipment stored off the site.

- 9.6 The Design Professional will, within seven (7) days after the receipt of the Contractor's Application for Payment, either approve such Application for Payment, for such amount as the Design Professional determines is properly due, or notify the Contractor in writing its reasons for withholding a payment or a portion thereof.
- 9.7 The approval of the Application for Payment will constitute a representation by the Design Professional to the Member, based on its observations at the site and the data comprising the Application for Payment, that the work has progressed to the point indicated; that, to the best of its knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion); and that the Contractor is entitled to payment in the amount certified. However, by approving an Application for Payment, the Design Professional shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that it has reviewed the construction means, methods, techniques, sequences, or procedures, or that it has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Purchase Order Price.
- 9.8 After the Design Professional has approved the Application for Payment, the Member shall make payment in the manner and within the time provided in the Contract Documents and as required by Connecticut law, less retainage if applicable.
- 9.9 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Member, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall by an appropriate agreement with each Subcontractor, require each Sub-Subcontractor to make payments to its Sub-subcontractors in similar manner.
- 9.10 Contractor shall promptly pay the Consultant a 5.75% Fee on each payment received from a Member as described in more detail in the bid documents. The cost of this Fee shall be included in the Contractor's Adjustment Factors. Failure to pay such Fee may result in the Contractor being restricted from participating in future projects and/or cancellation of the contract.
- 9.11 The Design Professional may, on request, and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Design Professional on account of work done by such Subcontractor.
- 9.12 Neither the Member nor the Design Professional shall have any obligation to pay or to see to the payment of any monies to a Subcontractor except as may otherwise be required by

notice to the Member and the Design Professional, stop the work until payment of the amount owing has been received. A Supplemental Purchase Order shall be issued compensating the Contractor for the amount of the Contractor's substantiated costs of shut down, delay, and start-up.

- 9.18 When the Contractor considers that the Detailed Scope of Work, or a designated portion thereof which is acceptable to the Member, is substantially complete, it shall prepare for submission to the Design Professional a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Design Professional on the basis of an inspection determines that the Detailed Scope of Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion. Warranties required by the Detailed Scope of Work or Technical Specifications shall commence on the Date of Substantial Completion unless otherwise provided and agreed upon. The Certificate of Substantial Completion shall be submitted to the Member and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.
- 9.19 When the project has been accepted as "Substantially Complete", a "punch list of incomplete items", and/or, "exceptions" and a dollar value related thereto will be prepared. Payment withheld from the Contractor will be the sum of the following items:
- a. Normal retainage for the completed portion of work.
 - b. Value of incomplete or, "punch list" portion of work.
 - c. Value of recorded liens, third party claims filed, payroll under-payment claims as filed with the Contractor.
- 9.20 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Professional will promptly make such inspection and, when it finds the work acceptable under the Contract Documents and the Purchase Order fully performed, it will promptly issue a final Certificate for Payment stating that to the best of its knowledge, and information, and observations and inspections, the Detailed Scope of Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance noted in said final Certificate, is due and payable.
- 9.21 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Design Professional or Member, the Member may hold the Contractor in default. If the Member finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Design Professional or Member, the Member may, at its option, contract to have the balance of the work completed and pay for such work with the unpaid fines remaining in the Purchase Order Price. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future Member

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

- 9.25 Should there be any defects in labor, material, or installation which were not previously discovered, and/or which have not been corrected by the time final payment is due, the Member may, if it wishes, withhold from the final payment sufficient funds to cover the cost of making such corrections.
- 9.26 Contractor shall submit to Design Professional an original and three copies of all warranties, guarantees, and maintenance manuals for distribution to the Member.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs. It shall take all reasonable precautions for the safety and shall take all reasonable steps to prevent damage, injury, or loss of the work itself and all material and equipment incorporated, other property at the site or adjacent thereto, and all employees or other persons affected by the work.
- 10.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 10.3 The Contractor must adhere to any security and/or property entrance policies and procedures established for particular Member locations. It is the responsibility of the Contractor to understand and adhere to such policies and procedures prior to any attempt to enter the premises.
- 10.4 The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Members and users of adjacent utilities.
- 10.5 When the use or storage of hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 10.6 The Contractor shall be entirely responsible for the work until acceptance as Substantially Complete. Until completion and acceptance of the work, it shall be responsible for the replacement of broken, cracked, scarred or otherwise damaged glass as well as for the proper repair of damage to or replacement of all or any other parts or portions of the work including materials, fixtures and equipment furnished by the Contractor, its Subcontractors, or their Subcontractors.
- 10.7 The Contractor shall be responsible for the adequate strength and safety of all scaffolding,

shall give the Design Professional written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property.

- 12.4 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation; (2) any order by the Member to stop the work where the Contractor was not at fault; (3) any written order for a minor change in the work; or (4) failure of payment by the Member, the Contractor shall make such claim within twenty days after the occurrence.
- 12.5 The Design Professional will have the authority to order minor changes in the Detailed Scope of Work not involving an adjustment in the Purchase Order Price or an extension of the Project Completion Time and not inconsistent with the intent of the Detailed Scope of Work. Such changes shall be effected only by written order, and shall be binding on the Member and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13 - UNCOVERING AND CORRECTION OF WORK

- 13.1 If any portion of the work should be covered contrary to the request of the Design Professional or to requirements specifically expressed in the Detailed Scope of Work or Technical Specifications, it must, if required in writing by the Design Professional, be uncovered for its observation and replaced at the Contractor's expense.
- 13.2 If any other portion of the work has been covered which the Design Professional has not specifically requested to observe prior to being covered, the Design Professional may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Detailed Scope of Work and Technical Specifications, the cost of uncovering and the replacement thereof shall, by appropriate Supplemental Purchase Order, be charged to the Member. If such work is found not in accordance with the Detailed Scope of Work and Technical Specifications, the Contractor shall pay such costs unless it is found that this condition was caused by the Member or a separate contract in which event the Member shall be responsible for the payment of such costs.
- 13.3 The Contractor shall bear all costs involved, including compensation for any Additional Services by the Design Professional that were made necessary, in promptly correcting any work rejected by the Design Professional as failing to conform to the Detailed Scope of Work and Technical Specifications.
- 13.4 If, within one year after the Date of Substantial Completion of the work or designated portion thereof or within one year after acceptance by the Member of designated equipment, or within such longer period of time as may be prescribed by law, or by the terms of any applicable special warranty required by the Detailed Scope of Work or Technical Specifications, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Member to do so unless the Member has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination

any federal, state or local tax obligation; or

- e. If the Design Professional has not issued a Certificate for Payment and the Member has not made payment thereon, within 45 calendar days.

14.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the Member may elect to pursue any one or more of the following remedies, in any combination or sequence:

- a. Take such action as it deems necessary, including, without limitation, the assessment of liquidated damages; and/or
- b. Suspend the provision of services; and/or
- c. Require the Contractor to correct or cure such default to the satisfaction of the Member; and/or
- d. Terminate the Purchase Order for Cause in accordance with Section 15 hereof.

The selection of any remedy shall not prevent nor stop the Member from pursuing any other remedy and shall not constitute a waiver by the Member of any other right or remedy.

ARTICLE 15 - TERMINATION OF THE PURCHASE ORDER

"Termination", for the purpose of this Contract, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Contractor's obligation to perform the services described in the Detailed Scope of Work and in accordance with any issued Purchase Orders, and the Member's obligation, as described in Article 9 - Payments And Completion herein, to pay for such uncompleted services.

- 15.1. Termination for Cause - Upon the occurrence of any Event of Default, as set forth in Article 14 above, the Member may terminate the Purchase Order by giving ten (10) days written notice thereof to the other party.
- 15.2 Termination for Convenience - The Member may terminate the Purchase Order at any time by giving thirty (30) days written notice thereof to the Contractor.
- 15.3. Payment upon Termination - In the event the Purchase Order is terminated as herein provided, the Member shall make full payment to the Contractor for all services performed up to and including the date of termination within ten (10) days of such date of termination, calculated in accordance with the Procedure for Developing all Proposals and Purchase Orders. However, if the Contractor has damaged the Member, such payment may be withheld until the Member determines whether or by how much such payment should be reduced.
- 15.4 If the work is stopped for a period of thirty days under an order of any court or other public

ARTICLE 16 - FORCE MAJEURE

- 16.1 Member and/or Contractor shall not be in default if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder in spite of its employment of best efforts and due diligence, as a result of natural disasters, unusually severe weather, catastrophic events, war, governmental preemption in a national emergency, or enactment of or change in law, rule or regulation which adversely affect Member and/or Contractor's ability to perform its respective obligations under this Contract. If the Member and/or Contractor believe that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect and the action needed to avoid the continuation of such hindrance or delay. Notwithstanding notification of a claim of hindrance or delay by the Member and/or Contractor, such request shall not affect, impair or excuse the other party to this Contract from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive.
- 16.2 If a Force Majeure effects the use of property or equipment for which lease payments are being made then those payments will be waived until their use has been restored. Waived payments will not be subject to interest penalties or other fees.
- 16.3 Changes in the economics of this Contract or changes in Contractor's economic condition shall not constitute a Force Majeure excusing Contractor's performance under this Contract.

ARTICLE 17 - STATE LICENSING REQUIREMENTS

- 17.1 The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. The Contractor shall upon request at any time during the term of this Contract submit to the Member evidence that it and its subcontractors hold the required licenses.

ARTICLE 18 - PREVAILING WAGE RATES

- 18.1 The Contractor shall comply with all laws and regulations concerning Prevailing Wage Rates. If required, certified payroll records will be submitted with each Application for Payment.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY/AMERICANS WITH DISABILITIES ACT

- 19.1 The Contractor agrees to abide by Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063.

In carrying out this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

have completed coursework in construction safety and health approved by the federal Occupational Safety and Health Administration.

End of General Conditions

**EXHIBIT C1 – GREATER HARTFORD TRANSIT
DISTRICT AND GREATER NEW HAVEN TRANSIT
DISTRICT FEDERAL CONTRACT CLAUSES and
CERTIFICATIONS**

3. Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Proposer agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Proposer also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Proposer access to Proposer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

2. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Proposer shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Proposer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

5. FTA does not require the inclusion of these requirements in subcontracts.

4. Federal Changes - Proposer shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and the federal agency as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(3) The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Energy Conservation - The Proposer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Termination

a. Termination for Convenience. The District may terminate this contract, in whole or in part, at any time by written notice to the Proposer when it is in the Government's best interest. The Proposer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Proposer shall promptly submit its termination claim to the District to be paid the Proposer. If the Proposer has any property in its possession belonging to the District, the Proposer will account for the same, and dispose of it in the manner the District directs.

b. Termination for Default. If the Proposer refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Proposer fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to the Proposer a Notice of Termination specifying the nature of the default. In this event, the District may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Proposer and its sureties shall be liable for any damage to the Recipient resulting from the Proposer's refusal or failure to complete the work within specified time, whether or not the Proposer's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Proposer's right to proceed shall not be terminated nor the Proposer charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Proposer. Examples of such causes include: acts of God, acts of the Recipient, acts of another Proposer in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier sub Proposers.

10. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the District's Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Proposer mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Proposer and the Proposer shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Proposer shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Greater Hartford Transit District and/or the Greater New Haven Transit District and the Proposer arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the District is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District or Proposer shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Proposers who apply or bid for an award of \$100,000 or more shall file the certification (**see attached certification**) required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

involve the transport of equipment, material, or commodities by ocean vessel.

15. Fly America Requirements - The Proposer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Proposers are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Proposer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in

reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to The Greater Hartford Transit District and the Greater New Haven Transit District for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph

the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Proposer and any subProposer responsible therefore shall be liable for the unpaid wages. In addition, such Proposer and subProposer shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or subProposer under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or subProposer for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The Proposer or subProposer shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subProposers to include these clauses in any lower tier subcontracts. The prime Proposer shall be responsible for compliance by any subProposer or lower tier subProposer with the clauses set forth in paragraphs (1) through (4) of this section.

18. Bonding

Performance and Payment Bonding Requirements - The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Greater Hartford Transit District and/or the Greater New Haven Transit District determines that a lesser amount would be adequate for the protection of the District(s).

2. The Greater Hartford Transit District and/or the Greater New Haven Transit District may require additional performance bond protection when a

d. The Contractor is required to pay its subContractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District.

e. The Contractor must promptly notify the District, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subContractor to perform at least the same amount of work. The Proposer may not terminate any DBE subContractor and perform that work through its own forces or those of an affiliate without prior written consent of District.

21. Prompt Payment and Return of Retainage

The Contractor shall certify in writing that all DBE subcontractors and suppliers have been paid for acceptable work and materials from previous payment received, prior to receipt of any additional payments. Such certification shall be signed by both the Contractor and the DBE subcontractor. Failure of Contractor to certify DBE payment shall be cause for the District to withhold further payments under the Contract until such time said certification is received and accepted by the District. Payment withheld due to non-compliance of DBE certification requirements shall not entitle Contractor to terminate the contract, to cease work to be performed, or to be entitled to any damages or extensions of time due to such withholding of payment or delay in work associated thereto.

The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Greater Hartford Transit District and/or the Greater New Haven Transit District. Contractor or subcontractor who fails to comply with this provision will have their payments and/or retainage withheld until such payments are made.

22. Recovered Materials - The Proposer agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

23. Access for Individuals with Disabilities- The Greater Hartford Transit District and the Greater New Haven Transit District agree to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

24. Incorporation of Federal Transit Administration (FTA) Terms -

The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the District's requests which would cause the District to be in violation of the FTA terms and conditions.

CERTIFICATION OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment , or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____

THIS CERTIFICATE IS TO BE COMPLETED DURING PROJECT SCOPING AND DOES NOT
NEED TO BE FILLED OUT AND RETURNED AS PART OF YOUR RESPONSE.

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The Proposer or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)

The Proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

THIS CERTIFICATE IS TO BE COMPLETED DURING PROJECT SCOPING AND
DOES NOT NEED TO BE FILLED OUT AND RETURNED AS PART OF YOUR
RESPONSE.

DBE LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the
work described above. The estimated dollar value of this work is \$

Affirmation

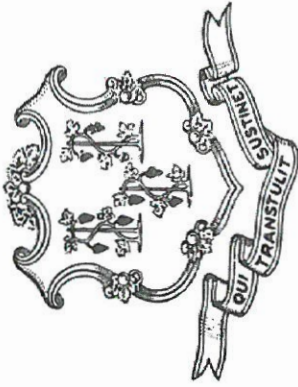
The above-named DBE firm affirms that it will perform the portion of the contract
for the estimated dollar value as stated above and that the firm is DBE certified to
perform the specific trades.

By _____ Date: _____

(Signature)

(Title)

**If the bidder/offeror does not receive award of the prime contract, any and
all representations in this Letter of Intent and Affirmation shall be null and
void.**



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

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

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

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

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

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

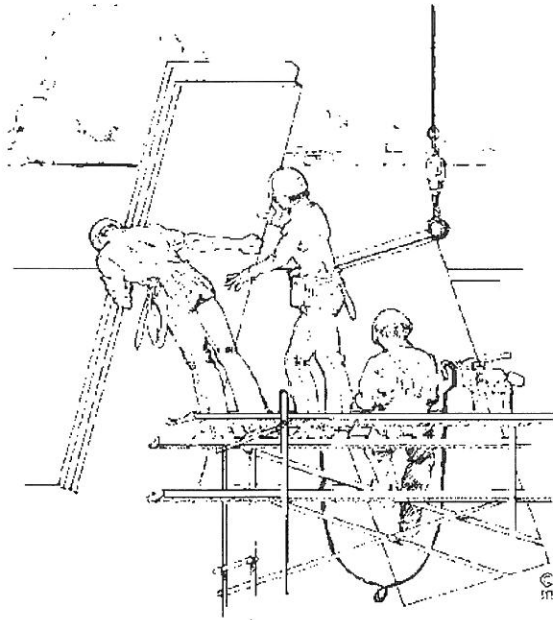
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

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

Signed

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

Notary Public

Return to:

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

Rate Schedule Issued (Date): _____

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

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

12/9/2013
WWS-CPI

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER OF

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

**Weekly Payroll Certification For
Public Works Projects (Continued)**

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:
Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

[illegible]

*IF REQUIRED

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

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

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

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

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

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

Elevator Constructors: Mechanics

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

Glaziers

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

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

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

Project: CRCOG Indefinite Quantity Construction Services Program For The Northeast Region

**Minimum Rates and Classifications
for Building Construction**

ID# : B22785

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

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

Project Number:

Project Town: Tolland

State#:

FAP#:

Project: CRCOG Indefinite Quantity Construction Services Program For The Northeast Region

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

As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northeast Region

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	28.80	18.90
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northeast Region

5a) Millwrights	32.47	24.84
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.65	24.42+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.25%+11.81
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Linemen/Cable Splicer	45.43	6.25%+20.70
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northeast Region

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northeast Region

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

10a) Brush and Roller	32.02	20.15
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northeast Region

14) Roofer (slate & tile)	34.62	18.58
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	36.00	34.51
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16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	(Trade 40.62	29.71
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-----TRUCK DRIVERS-----

17a) 2 Axle	28.83	21.39 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northeast Region

19) Theatrical Stage Journeyman	25.76	7.34
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northeast Region

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

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

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

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

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

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

As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northwest Region

**Minimum Rates and Classifications
for Building Construction**

ID# : B 22782

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

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

Project Number:

Project Town: Hartford

State#:

FAP#:

Project: CRCOG Indefinite Quantity Construction Services Program For The Northwest Region

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

As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northwest Region

-----LABORERS-----

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

As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northwest Region

5a) Millwrights	32.47	24.84
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.65	24.42+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.25%+11.81
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Linemen/Cable Splicer	45.43	6.25%+20.70
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northwest Region

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northwest Region

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

10a) Brush and Roller	32.02	20.15
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northwest Region

14) Roofer (slate & tile)	34.62	18.58
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	36.00	34.51
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16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	(Trade 40.62	29.71
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-----TRUCK DRIVERS-----

17a) 2 Axle	28.83	21.39 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northwest Region

19) Theatrical Stage Journeyman	25.76	7.34
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Northwest Region

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

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

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

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

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

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

As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southeast Region

**Minimum Rates and Classifications
for Building Construction**

ID# : B 22784

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

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

Project Number:

Project Town: New London

State#:

FAP#:

Project: CRCOG Indefinite Quantity Construction Services Program For The Southeast Region

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

As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southeast Region

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew whose primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	28.80	18.90
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90
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4e) Group 6: Blasters, nuclear and toxic waste removal.	31.55	18.90
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southeast Region

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.50	25.06+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.25%+11.81
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Linemen/Cable Splicer	45.43	6.25%+20.70
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8) Glazier (Trade License required: FG-1,2)	35.58	20.15 + a
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southeast Region

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	35.03	23.55 + a
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southeast Region

Group 16: Maintenance Engineer/Oiler.	30.15	23.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.04	23.55 + a
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10a) Brush and Roller	32.02	20.15
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10b) Taping Only/Drywall Finishing	32.77	20.15
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10c) Paperhanger and Red Label	32.52	20.15
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southeast Region

16) Pipefitter (Including HVAC work)	(Trade	40.62	29.71
License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)			

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

17a) 2 Axle	28.83	21.39 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
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17c) 3 Axle Ready Mix	28.98	21.39 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.03	21.39 + a
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As of: Wednesday, October 12, 2016

Project: CROCG Indefinite Quantity Construction Services Program For The Southeast Region

Welders: Rate for craft to which welding is incidental.

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

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

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

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southwest Region

**Minimum Rates and Classifications
for Building Construction**

ID# : B 22783

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

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

Project Number:

Project Town: New Haven

State#:

FAP#:

Project: CRCOG Indefinite Quantity Construction Services Program For The Southwest Region

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

As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southwest Region

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	28.80	18.90
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southwest Region

5a) Millwrights	32.47	24.84
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.50	25.06+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.25%+11.81
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Linemen/Cable Splicer	45.43	6.25%+20.70
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southwest Region

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southwest Region

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

10a) Brush and Roller	32.02	20.15
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southwest Region

Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	38.50	15.00 + a
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	36.00	34.51
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	40.62	29.71
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-----TRUCK DRIVERS-----

17a) 2 Axle	28.83	21.39 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
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As of: Wednesday, October 12, 2016

Project: CRCOG Indefinite Quantity Construction Services Program For The Southwest Region

19) Theatrical Stage Journeyman

25.76

7.34

As of: Wednesday, October 12, 2016

**CHRO REQUIREMENTS FOR
INDEFINITE QUANTITY CONSTRUCTION PROJECTS**

Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

(C) If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in

- composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.
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INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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

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

Signature)	(Title)	(Date Signed)	(Telephone)
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