



**INVITATION TO BID FOR
INDEFINITE QUANTITY ROAD & BRIDGE
MAINTENANCE CONSTRUCTION
ISSUED: SEPTEMBER 26, 2018**

Bid openings:

Road & Bridge Maintenance			
Solicitation #	CT Geographic Area	Bid Date	Bid Time
1-18-EZIQC	Central	10/23/18	11:00 a.m.
2-18-EZIQC	Eastern	10/23/18	11:00 a.m.
3-18-EZIQC	Southwest	10/23/18	11:30 a.m.
4-18-EZIQC	Northwest	10/23/18	11:30 a.m.

SECTION 1A: CAPITOL REGION PURCHASING COUNCIL MEMBERSHIP BY IQC REGION 2018

Northeast DOL Region	DOT Region#	Northwest DOL Region	DOT Region#	Southeast DOL Region	DOT Region#	Southwest DOL Region	DOT Region#
Andover	1	Avon	4	Durham	1	Ansonia	4
Ashford	2	Berlin	1	East Haddam	2	Beacon Falls	4
Bolton	1	Bethlehem	4	East Lyme	2	Bethany	3
Chaplin	2	Bloomfield	1	Groton	2	Bethel	4
Columbia	2	Bridgewater	4	Haddam	2	Branford	3
Coventry	1	Bristol	1	Ledyard	2	Bridgeport	3
East Hampton	2	Canton	4	Lisbon	2	Bridgewater	4
East Hartford	1	Cromwell	1	Middletown	1	Brookfield	4
East Windsor	1	East Granby	4	Montville	2	Cheshire	1
Ellington	1	Farmington	4	New London	2	Danbury	4
Enfield	1	Granby	4	Norwich	2	Darien	3
Glastonbury	1	Hartford	1	Salem	2	Derby	4
Hampton	2	New Britain	1	Scotland	2	East Haven	3
Hebron	2	Newington	1	Stonington	2	Greenwich	3
Manchester	1	Plainville	1	Waterford	2	Guilford	3
Mansfield	2	Plymouth	4	Windham	2	Hamden	3
Marlborough	2	Rocky Hill	1			Madison	3
Portland	2	Simsbury	4			Meriden	1
Somers	1	Southington	1			Middlebury	4
South Windsor	1	Suffield	4			Milford	3
Stafford	1	West Hartford	1			Monroe	3
Tolland	1	Wethersfield	1			Naugatuck	4
Vernon	1	Windsor	1			New Canaan	3
Willington	1	Windsor Locks	1			New Fairfield	4
		Woodbury	4			New Haven	3
						New Milford	4
						Newtown	4
						North Branford	3
						North Haven	3
						Norwalk	3
						Orange	3
						Oxford	4
						Prospect	4
						Redding	4
						Ridgefield	4
						Sherman	4
						Stamford	3
						Wallingford	3
						Waterbury	4
						West Haven	3
						Weston	3
						Westport	3
						Wilton	3
						Wolcott	1
						Woodbridge	3

*The Greater Hartford Transit District, Greater New Haven Transit District, Norwalk Transit District, CT Institute for Communities, Inc, and Farmington Woods District are also members of the Council.

SECTION 1: INFORMATION FOR BIDDERS
FOR ezIQC CONTRACT
Fall 2018

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 **115** 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

- b. Attachment B: Town of West Hartford Insurance Requirements
 - c. Attachment C: Greater Hartford Transit District Requirements (includes Exhibit C1-Federal Contract Clauses and Certifications)
- 2. Bid Response Documents
 - a. CRCOG Contractor Checklist
 - b. Bid Form
 - c. Contractor Experience Questionnaire
 - d. Bid Bond
 - e. CT Contractor Wage Certification (CT DOL Form)
- 3. Standard Form of Contract
 - a. Attachment A Scope of Work
- 4. General Conditions
- 5. CD containing Construction Task Catalog® and Technical Specifications
- 6. CD containing Wage Rate Schedule and Requirements

Bid documents will not be mailed to Bidders prior to the pre-bid conference. The bid documents will be available at the pre-bid conference upon receipt of a deposit check. After the pre-bid conference, a Bidder may pick-up the bid documents at the following address Monday – Friday, 9:00am – 4:00pm:

CRCOG/Capitol Region Purchasing Council
241 Main Street, 3rd Floor
Hartford, CT 06106

Bidding documents may also be mailed to interested Bidders upon receipt of the deposit check and provided that the Bidder pays for mailing fees either via FEDEX, UPS, DHL or other provider as requested by the Bidder. The Bidder is responsible for making arrangements for pickup and providing a shipper account number. A plan holders' list will be published on the CRCOG website and will be updated daily or as necessary.

A \$20.00 non-refundable deposit will be due when the bid documents are obtained by Bidders. Deposits shall be made payable to the Capitol Region Council of Governments by cash, certified check or company/business check. Personal checks will not be accepted.

BID FORMS/SUBMISSION OF BIDS/BID SECURITY

No oral, telegraphic or telephonic bids will be accepted.

Bids must be submitted on the form provided. A copy of the bid form is acceptable. Although a copy of the bid form may be filled out and submitted, the signatures on the bid form must be original.

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, 3rd 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

The Council reserves the right to waive any informality in a bid when such a waiver is in its best interest.

TAXES

Members are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid must be exclusive of taxes and will be so construed.

CONTRACT EXTENSION

Contract may be extended for additional periods of twelve (12) months each by the mutual written agreement of the parties.

REFERENCES

The Council may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the degree to which any Bidder meets the criteria for award listed herein. Each Bidder agrees to furnish the Council any additional information requested. Further, during the course of the contract, the Bidder shall, upon request, provide any Member with references (preferably covering municipal work) for similar construction projects.

INCLUSION OF NON-PARTICIPATING TOWNS, BOARDS OF EDUCATION AND AGENCIES

Any Member, current or future, may participate in the awarded contract.

MEMBER ISSUED PURCHASE ORDER REQUIRED BEFORE WORK

No construction shall start, and no materials shall be ordered by contractor, without a written purchase order issued by a Member in accordance with their own policies and procedures. Such purchase orders will contain the Detailed Scope of Work, Project Completion Time, Purchase Order Price, individual Member required information and other important data.

BILLING

Applications for payment shall be submitted to each Member according to the terms set forth in each purchase order.

PAYMENT OF FEES

All Bidders awarded a contract must pay the Consultant a **7% JOC 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.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

The Bidder shall be required to demonstrate the following insurance coverage prior to the execution of this Contract. Failure to maintain insurance coverage as required and to name the appropriate Member as the Additional Insured will be grounds for termination of the contract.

- A. Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined

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

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.

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

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The Towns participating in this Invitation to Bid are equal opportunity employers and require an affirmative action policy from all contractors and vendors as a condition of doing business with CRCOG and its Members, as per Federal Order 11246. By signing the proposal sheet for this bid, all vendors and contractors agree to this condition of doing business with CRCOG and its Members and should CRCOG or its Members choose to audit their compliance, the vendor agrees to cooperate fully.

SBE/MBE/WBE/DBE

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

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

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

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

SEVERABILITY

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

QUESTIONS

General inquiries shall be directed in writing to Maureen Goulet, Senior 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. 4283

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 HEAVY/ROAD 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 2018 (PAGES 1-5)
- _____ 2. COMPLETED ezIQC CONTRACTOR EXPERIENCE QUESTIONNAIRE-
FALL 2018 (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 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-HC CONTRACT
Fall 2018**

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 7% JOC System License Fee on each payment received from a Member as described in more detail in the bid documents. **The cost of the JOC System License 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:

--	--	--	--	--	--	--

(Specify to four decimal places)

2. **Other Than Normal Working Hours for Non-Prevailing Wage Rate**

Projects: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform tasks during Other Than 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:

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

(Specify to four decimal places)

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

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

(Specify to four decimal places)

4. **Other Than Normal Working Hours for Prevailing Wage Rate Projects:** 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform tasks during Other Than Normal Working Hours for Prevailing Wage Rate Projects for the unit price set forth in the Construction Task Catalog multiplied by the Adjustment Factor of:

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

(Specify to four decimal places)

EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates.

1	.	2	0	9	8
---	---	---	---	---	---

Or

0	.	9	9	9	9
---	---	---	---	---	---

Note: The Other Than Normal Working Hours Adjustment Factor for Non-Prevailing Wage Rate Projects must be equal to or greater than the Normal Working Hours Adjustment Factor for Non-Prevailing Wage Rate Projects. Similarly, the Other Than Normal Working Hours Adjustment Factor for Prevailing Wage Rate Projects must be equal to or greater than the Normal Working Hours Adjustment Factor for Prevailing Wage Rate Projects.

Transfer to the following page the competitively bid Adjustment Factors and complete the calculation for the Award Criteria Figure.

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.			=

Bidder shall write in numbers and words the Award Criteria Figure in the spaces below.

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

Award Criteria Figure in Numbers

Award Criteria Figure in Words

E. Addenda

If any Addenda were issued during the bidding process, Bidder must enter the dates of such Addenda in the following spaces to acknowledge receipt thereof. If no Addenda were issued, leave this section blank.

Addendum #1 Dated: _____.

Addendum #2 Dated: _____.

Addendum #3 Dated: _____.

Addendum #4 Dated: _____.

Addendum #5 Dated: _____.

F. Non-Collusion Statement

By submitting this bid form, Contractors agree to the following statement:

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

G. Transit District Certifications

By submitting this bid form, Contractors understand and acknowledge that failure to comply with the requirements of the certifications contained in Exhibit C1 constitutes a non-responsive bid for the Greater Hartford Transit District and therefore invalidates the entire bid proposal for that agency.

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-HC CONTRACT
Fall 2018**

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 _____

6. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with CRCOG.

7. Provide the following experience information:

a. How many years has Bidder been in the construction business? _____

b. How many years under your present business name? _____

c. How many years under previous business name? _____

(List other names)

8. List the current full time personnel within your organization:

	Number
a. Clerical Personnel	_____
b. Engineers & Architects	_____
c. Supervisors, Foremen, or Superintendents	_____
d. Skilled Employees including Technicians	_____
e. Unskilled Employees	_____
f. Estimators/Project Managers	_____
g. Total number of full time personnel	_____

9. List the total construction revenue of the Bidder for the last 3 years:

2017 \$ _____

2016F \$ _____

2015 \$ _____

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 3.

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 4.

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

11. List all active construction contracts. Make copies of this page if required:

Project # _____.

Name of Owner:

Owner Contact Name, Address and Phone Number:

Contract Number: _____ Contract Value: _____

Date Awarded: _____ Scheduled Completion Date: _____

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 # _____.

Name of Owner:

Owner Contact Name, Address and Phone Number:

Contract Number: _____ Contract Value: _____

Date Awarded: _____ Scheduled Completion Date: _____

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 2018

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.

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

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

(Seal)
Individual Principal

Business Address

Attest:

By: _____
Corporate Principal

Business Address

By _____
Affix Corporate Seal

Attest:

Corporate Surety

Business Address

By _____
Affix Corporate Seal

Countersigned by _____

*Attorney-in-fact, State of _____

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

SECTION 3: ATTACHMENT A

ezlQC – 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;

- e. staging area;
- f. requirements for professional services, sketches, drawings, and specifications;
- g. construction schedule;
- h. the presence of hazardous materials;
- i. date on which the Proposal is due.

Upon completion of the joint scoping process, the Member will prepare a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Consultant will assist the Member in preparing the Detailed Scope of Work. The Member may also make changes to the Detailed Scope of Work.

When the Detailed Scope of Work is finalized, the Consultant will send it along with a Request for Proposal to the Contractor.

The date on which the Proposal must be submitted will be set forth in the Request for Proposal.

Preparation of the Proposal

The Contractor shall prepare and submit a Proposal consisting of:

- a. Price Proposal;
- b. Proposed Project Schedule;
- c. List of Proposed Subcontractors, if any;
- d. Sketches, drawings, or layouts;
- e. Technical data or information on proposed materials or equipment.

The Contractor will prepare Price Proposals in accordance with the following:

Prepriced Tasks: A Prepriced Task is a task described, and for which a unit price is set forth, in the Construction Task Catalog®. For Prepriced Tasks the Contractor shall identify the task and quantities required from the Construction Task Catalog®. The unit price for the Prepriced Task shall be multiplied by the quantity and multiplied by the appropriate Adjustment Factor. The Contractor shall use the Adjustment Factors in effect on the date the Purchase Order is to be issued. However, the Contractor cannot cause a delay to the issuance of a Purchase Order in an effort to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

Non-Prepriced Tasks: A Non-Prepriced Task is a task which is not in the Construction Task Catalog®.

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

contractor for which a receipt is obtained shall be reimbursed without mark-up. The cost of expediting services or equipment use fees are not reimbursable.

The Contractor's Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Proposals shall be rejected. The time allowed for preparation of the Proposal will depend on the complexity and urgency of the Purchase Order but should average between seven and fourteen days.

When an urgent response is required, and for minor maintenance and repair Purchase Orders requiring immediate completion, the Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, the Contractor may be directed to begin work immediately with the paperwork to follow.

Review of the Proposal and Issuing the Purchase Order

The Consultant will evaluate the entire Proposal and determine the reasonableness of approach, including the appropriateness of the tasks and quantities. The Consultant will review the Proposal with the Member. The Consultant will transmit to the Contractor a list of required changes to the Proposal and missing information and documents. The Contractor shall make the required changes to the Proposal and provide the missing information and documents, and resubmit the Proposal for approval.

The Member reserves the right to reject a Proposal or cancel a project for any reason. The Contractor shall not recover any costs arising out of or related to the development of the Purchase Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Proposal, subcontractor costs, and the costs to review the Proposal with the Consultant or Member.

By submitting a Price Proposal, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal prior to submitting it.

The Contractor may be required to meet certain MBE/WBE/DBE participation goals, or similar goals, established by the Member.

Before the Member issues a Purchase Order, it may require the Contractor to submit certificates of the required insurance, subcontractor information evidencing compliance with MBE/WBE/DBE goals, project references, and other information.

For certain projects, the Member may require the Contractor to 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.

The Contractor may also be required by the Member to provide a Maintenance Bond following completion of the 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 as set forth in the Maintenance Bond. 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 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

rights of the Consultant during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor, subject to federal, state, and local laws related to public records disclosure.

C. In the event of a conflict in terms and conditions between this license provision and any other terms and conditions of this Contract or any Purchase Order or similar purchasing document issued by a Member, this license provision shall take precedence.

5. COOPERATIVE PURCHASING:

A. Members may purchase construction services from the Contractor utilizing this Contract. If the Contract is accessed and utilized by Members, the Contractor agrees to pay a 7% licensing fee (JOC System License Fee) due and payable within five (5) Days from the date that the Contractor receives payment from a Member. Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Consultant and Contractor shall mutually utilize the eGordian® software to track utilization, Fees, and payments. The Contractor shall have no claim or right to any portion of the Fees. Failure to pay Fees in a timely manner shall be considered a material breach of this Contract and, at CRCOG's sole discretion, may be deemed grounds for termination of this Contract.

B. The Contractor acknowledges that ezIQC, LLC will administer cooperative purchases through this Contract and CRCOG has no obligation to administer purchases by Members.

C. CRCOG and the Consultant authorize the Contractor's use of Proprietary Information in the presentation and promotion of the availability and use of the Contract by Members and potential Members. The Contractor authorizes CRCOG and the Consultant the use of the Contractor's name, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of the Contract by Members and potential Members.

D. CRCOG and the Consultant shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Purchase Order issued by a Member.

E. Remittance of Fees: The Contractor shall remit JOC System License Fees as follows:

Make Checks Payable to:
The Gordian Group, Inc.

Mail Checks to:
The Gordian Group, Inc.
P.O. Box 79341
Baltimore, MD 21279-0341

F. CRCOG and the Consultant may request records from the Contractor for all cooperative purchasing through this Contract and payment of all Fees. If discrepancies exist between cooperative purchasing activity and Fees paid, CRCOG or the Consultant will provide written notification to the Contractor of discrepancies and allow the Contractor thirty (30) Days from the date of notification to resolve the discrepancy. 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 2018**

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 2018, 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 3 – GENDER, NUMBER, TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

ARTICLE 4 - THE WORK

This is an indefinite quantity contract pursuant to which the CONTRACTOR will develop Proposals and perform a series of individual projects at different locations for various Members.

The CONTRACTOR shall perform all work and services described in the Scope of Work set forth in Attachment A, annexed hereto, and as required by this Contract.

The CONTRACTOR will develop each Proposal in accordance with the procedures for developing all Proposals and Purchase Orders.

All terms and conditions of this Contract will apply to each Purchase Order issued by a Member to the CONTRACTOR.

For each Purchase Order issued by a Member, the CONTRACTOR shall complete the Detailed Scope of Work within the Project Completion Time for the Purchase Order Price.

A Member may, before or after a Purchase Order is issued, change, delete from, or add to the Detailed Scope of Work. Changes, credits, deletions and added work will be contained in a Supplemental Purchase Order prepared in accordance with the procedures for developing all Proposals and Purchase Orders.

It is understood and agreed by the Contractor that CRCOG shall have no liability whatsoever to the Contractor for any work to be performed under a Purchase Order issued by a Member to the Contractor.

ARTICLE 5 – GEOGRAPHIC AREA

The CONTRACTOR shall perform work primarily in the following region, as defined in the Contract Documents: _____.

Provided, however, that if a contractor assigned to a different region is unable or unwilling to perform work, a Member in that region may request the CONTRACTOR to perform work for such Member. If a member requests a CONTRACTOR to perform work for such member, it will be at the CONTRACTOR's competitively bid Adjustment Factors. The CONTRACTOR, however, may decline work outside its designated region.

ARTICLE 6 – TERM OF THE CONTRACT

The term of this Contract begins on the award date noted above and ends on December 31, 2021. 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.

	.				
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(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.

	.				
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(Specify to four decimal places)

The term Prevailing Wage Rate Projects only includes projects for which the CONTRACTOR is required by law to pay Prevailing Wage Rates in the following categories as defined by the Connecticut Department of Labor: Building Construction, Highway Construction and Heavy Construction, and projects for which the CONTRACTOR is required to pay Davis-Bacon Wages. Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website at <http://www.wdol.gov/> for contracting agencies to incorporate into covered contracts.

The term Non-Prevailing Wage Rate Projects includes all projects for which the CONTRACTOR is not required by law to pay Prevailing Wage Rates, and projects defined by the Connecticut Department of Labor as Residential Construction for which the CONTRACTOR is required by law to pay Residential Construction Prevailing Wage Rates.

The Adjustment Factors shall be adjusted on each anniversary of the award date of the Contract to account for changes in Construction costs, provided the Contractor request in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the Owner and to Gordian. In the even the Contractor fails to deliver the request timely, then the Owner shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the Owner. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following:

A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the 20 City Average published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. September bid due date, Base Year Index is September of the prior year to August of the bid due date year).

A Current Year Index shall be calculated by averaging the 12-month CCI for the 20 City Average published in ENR for the 12 months beginning with the month of the contract anniversary (e.g. September bid due date, Current Year Index is September of the prior year to August of the current year.)

The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.

The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the new Adjustment Factors effective for the next 12 months.

Averages shall be obtained by summing the 12-month indices and dividing by 12.

All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:

The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.

The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).

ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.

Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.

The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

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 Application for Payment has been submitted, as provided in the General Conditions of the Contract and the individual Purchase Order.

The Member issuing the Purchase Order is solely responsible for paying the CONTRACTOR and the CONTRACTOR shall only seek payment from that Member. CRCOG, the Capitol Region Purchasing Council, and the Consultant have no obligation to make payments to the CONTRACTOR for work performed pursuant to any Purchase Order so issued.

ARTICLE 12 - INSURANCE

The CONTRACTOR shall be required to demonstrate the following insurance coverage prior to the execution of this Contract. Failure to maintain insurance coverage as required and to name the appropriate Member as the Additional Insured will be grounds for termination of the contract.

- A. Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined 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 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 reimburseable 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.

ARTICLE 14 - MODIFICATIONS

This Contract may be amended or modified only in writing signed by the parties.

ARTICLE 15 – TERMINATION/PERFORMANCE CLAUSE

CRCOG, by written notice, may terminate this Contract, in whole or in part, at any time, if CRCOG determines that such termination is in its best interest. All Purchase Orders issued by Members prior to such termination shall remain in full force and effect unless terminated by the issuing Member.

ARTICLE 16 – GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the by-laws, policies and procedures of the Capitol Region Council of Governments. The parties agree that the venue for any legal proceeding with respect to this Agreement shall be Connecticut Superior Court, Judicial District of Hartford at Hartford.

ARTICLE 17 – CONFLICT OF INTEREST

CRCOG and the CONTRACTOR hereby covenant and agree that no member of the governing body of CRCOG, or its designees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this program during the individual's tenure or for one (1) year thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the program under this Agreement. The CONTRACTOR shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph. The Contractor agrees to comply with any existing ethics ordinance, law or regulation of any Member executing a Purchase Order.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective the day and year first above written:

CRCOG

Witness:

CONTRACTOR

Witness:

By:

Executive Director

By:

(Title)

